



AGENDA

Mason Transit Authority Board
Regular Meeting
August 17, 2021, 4:00 p.m.
Mason Transit Authority
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton

Pursuant to Governor's Proclamations 20-28.15 and 20-25.14, the public meeting shall be held virtually using the following WebEx credentials

To join by phone: 1-408-418-9388

Meeting number (access code): 2557 664 0376 (Password) 0790

Members of the public may also attend in person.

*Please Note: To be compliant with current TSA requirements, face masks are still required when on transit property that is considered to be a transit hub, and the Transit-Community Center is considered to be one.**

OPENING PROTOCOL

CALL TO ORDER

ROLL CALL AND DETERMINATION OF QUORUM

ACCEPTANCE OF AGENDA – ACTION

PUBLIC COMMENT – *Limit of five (5) minutes per person*

EXECUTIVE SESSION – An executive session will be held pursuant to RCW 42.30.110(1)(i) relating to litigation or potential litigation. Action may follow the executive session. Session is closed to the public.

CONSENT AGENDA – ACTION

1. Pg. 003: Approval of the minutes of the July 20, 2021 MTA regular Board meeting.
2. Pg. 007: Check Approval: July 10 – Aug 15, 2021

REGULAR AGENDA

UNFINISHED BUSINESS:

1. Pg. 013: Transit Development Plan – *Actionable (Amy)*

NEW BUSINESS:

1. Pg. 042: Statewide Transportation Improvement Program (STIP) – *Actionable (Amy)*
2. Pg. 052: CRSAA Act Operating Grant Agreement PTD 0235 – Resolution No. 2021-20 – *Actionable (Amy)*
3. Pg. 069: Operating Grant Agreement PTD 0268 – Resolution No. 2021-21–*Actionable (Amy)*
4. Pg. 087: Operating Grant Agreement PTD 0269 – Resolution No. 2021-22–*Actionable (Amy)*
5. Pg. 105: Operating Grant Agreement PTD 0270 – Resolution No. 2021-23–*Actionable (Amy)*
6. Pg. 123: Construction Change Directive – Resolution No. 2021-24 – *Actionable (Amy)*

INFORMATIONAL

Reports

1. Pg. 123: Financial Reports
2. Pg. 145: Management Reports
3. Pg. 153: Park and Ride Update
4. Pg. 154: Operational Statistics

GENERAL MANAGER'S REPORT

COMMENTS BY BOARD

ADJOURNMENT

UPCOMING MEETINGS:

MTA Board Meeting

**Mason Transit Authority
Regular Meeting**

September 21, 2021 at 4:00 p.m.

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

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

DRAFT

Mason Transit Authority
Minutes of the Regular Board Meeting
July 20, 2021
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton



OPENING PROTOCOL

CALL TO ORDER: 4:00 p.m.

ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present: Sharon Trask, Chair; Cyndy Brehmeyer, John Campbell, Kevin Dorcy, Matt Jewett, Wes Martin (arriving at 4:38PM), and Kevin Shuttly. **Quorum met, Board Chair Trask and Board members Brehmeyer, Dorcy and Martin attended in person and the remaining named Board members were present via WebEx virtual conference.**

Authority Voting Board Members Not Present: Sandy Tarzwell and Randy Neatherlin

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

Citizen Advisor to the Board Present in Person: John Piety

MTA Staff present: Amy Asher, General Manager; Mike Ringgenberg, Operations Manager; LeeAnn McNulty, Administrative Services Manager; Marshall Krier, Maintenance and Facilities Manager (via WebEx); Tracy Becht, Clerk of the Authority Board and Tyler Hildebrandt, Technical Support Analyst.

Others present via WebEx virtual conference: Robert Johnson, MTA Legal Counsel and Elizabeth Safsten of WSDOT.

ACCEPTANCE OF AGENDA

Moved that the agenda for the July 20, 2021 Mason Transit Authority (MTA) regular board meeting be approved. **Campbell/Dorsey. Motion carried.**

PUBLIC COMMENT – None.

CONSENT AGENDA

Moved to approve Consent Agenda items 1 and 2 as follows:

1. Minutes of the MTA regular Board meeting of June 15, 2021.
2. Payments of June 12, 2021 through July 9, 2021 financial obligations on checks#35334 through 35431, as presented for a total of \$2,409,028.06.

Campbell/Brehmeyer. Motion carried.

REGULAR AGENDA

UNFINISHED BUSINESS [None]

NEW BUSINESS

1. **Third Amendment to Agreement PTD0044.** LeeAnn McNulty, Administrative Services Manager, shared with the Board the discussions with WSDOT that resulted in the change of scope to include eligible park and ride safety/security construction expenses against potentially unspent Rural Mobility Competitive funds previously applied to Operating Projects A and B for the biennium ending June 30, 2021. **Moved** that the Mason Transit Authority Board approve Resolution No. 2021-16 that approves the Third Amendment to Agreement PTD0044 and authorize the General Manager to sign the agreement. **Dorcy/Brehmeyer. Motion carried.**
2. **Surplus Vehicles.** Marshall Krier, Maintenance and Facilities Manager, indicated the three vehicles identified in the agenda and resolution have exceeded their useful life and are ready for surplus. **Moved** that the Mason Transit Authority Board adopt Resolution No. 2021-17 and approving the surplus and disposal of vehicles as set forth therein. **Dorcy/Shutty. Motion carried.**

[The two County Commissioners attending the meeting recused themselves from Item 3. However, because there was not a quorum at the time that the Cooperative Agreement was up for consideration, it was temporarily tabled to see if a quorum would be reached prior to the adjournment of the meeting.]

3. **Removal of Previously Authorized Staff Member and Approval of New General Manager to Sign on Financial Accounts.** Ms. McNulty stated now that Amy Asher had joined MTA as its new General Manager, it was appropriate to remove Mike Ringgenberg and add Amy Asher to have signing authority on financial accounts and any and all other accounts requiring the MTA General Manager signature. **Moved** that the Mason Transit Authority Board approve Resolution No. 2021-19 removing Michael Ringgenberg from signing on financial accounts for Mason Transit Authority and authorizing Amy Asher, new General Manager, to have signing authority for the Mason County Treasurer Depository Account currently held at Columbia Bank, as well as any and all other accounts that typically require the signature of the MTA General Manager. **Brehmeyer/Dorcy. Motion carried.**
4. **First View of Transit Development Plan.** Mike Ringgenberg, Operations Manager, described for the Board that this was the annual plan and that two public hearings have been scheduled and provided their dates. He also stated that this is a first view only. The proposed final form will be brought back to the Board at its August meeting.
5. **MTA Board Composition Review.** Amy Asher, General Manager, provided information relating to the Board composition review that occurs every four years. She was also looking for any input from the Board before the process begins.
6. **Request for Proposal.** Mr. Ringgenberg shared with the Board that MTA received a request from LMTAAA to submit a four-year commitment to continue the Volunteer Driver program. MTA does not plan to submit as it does not have a sufficient number of volunteer drivers to meet contractual obligations; made even more challenging since the beginning of

the COVID-19 pandemic. Mr. Ringgenberg has been in conversation with LMTAAA and they are looking for another agency that may have greater success in recruiting and retaining volunteer drivers.

INFORMATIONAL REPORTS:

- **Financial Reports:** Ms. McNulty provided an overview of MTA's finances for the previous month. She also requested feedback from the Board as to whether or not she should continue to create separate reporting of the T-CC from JP or if the Board would accept the information in a combined format. The Board approved receiving a combined format moving forward.
- **Management Reports:** No additions.
- **Park and Ride Update:** Mr. Krier provided a status report of all of the park and ride projects. Mr. Ringgenberg shared that a ribbon cutting ceremony for the completed Pear Orchard Park and Ride was scheduled for August 4 at 1:00 PM with more details to follow.
- **JayRay Report:** Mr. Ringgenberg indicated that JayRay is doing a phenomenal job tracking website hits. The redesigned website now matches up with other neighboring transit agencies, making it easier for ridership to have seamless website experiences.
- **Operational Statistics:** Mr. Ringgenberg shared that ridership is slowly and steadily increasing and that soon he will be meeting with Dispatch to begin examining ridership patterns. He also indicated that he had just been informed that the Belfair dialysis clinic is closing and all the patients from Belfair will be coming down to Shelton for treatment.

GENERAL MANAGER'S REPORT: Ms. Asher thanked the Board for hiring her. She also expressed appreciation for all the great work by staff and employees of MTA. Mr. Ringgenberg has been taking her out to meet others. She is emailing Board members to meet with them one-on-one. Mr. Ringgenberg also took her on a tour of all the facilities and locations from an operational perspective. Mr. Krier will be taking her on a similar tour, but from the maintenance and facilities perspective. She will also be meeting with Loretta Swanson of Mason County Public Works with regard to the Belfair Park and Ride. The audit began the day prior and is working with Ms. McNulty and the SAO. Additionally, she will be meeting with management staff regarding the preparation of the TDP and STIP.

[Wes Martin arrived at 4:38 PM and the Board Chair announced that there was now a quorum with regard to the consideration of the Cooperative Agreement, originally Item 3 on the agenda.]

7. **Request for Proposal.** Mr. Ringgenberg shared with the Board that MTA received a Cooperative Agreement relating to the maintenance responsibilities for the Pickering Road and Cole Road Park and Rides. Mr. Krier also indicated that the agreement specifically identifies what MTA's responsibilities will be for both park and rides. Additionally, Mr. Krier provided for an estimated annual cost of \$20,000 as MTA has not had these types of responsibilities previously and we will have a better idea of those costs after a year. **Moved** that the Mason Transit Authority Board approve the interlocal Cooperative Agreement between Mason Transit Authority and Mason County for the purpose of maintaining the Pickering Road and Cole Road park and ride locations and approve Resolution No. 2021-18 authorizing the General Manager to sign the agreement. **Campbell/Dorcy. Motion carried with Commissioner Trask and Shetty recused themselves from voting.**

COMMENTS BY BOARD: .

Moved that the meeting be adjourned.

ADJOURNED 4:45 p.m.

UPCOMING MEETING

BOARD MEETING

**Mason Transit Authority
Regular Meeting
August 17, 2021 at 4:00PM**
*On-line via WebEx and in person at:
Transit-Community Center Conference Room
601 West Franklin Street
Shelton*

DRAFT

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 2 – *Actionable*
Subject: Check Approval
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: August 17, 2021

Summary for Discussion Purposes:

Disbursements:

- *Scarsella
 - Check #35503- \$64,861.48 – Final progress billing Pear Orchard
- Ecolane USA, Inc.
 - Check #35483- \$33,996.00 – Annual bus technology subscription
- Issquared, Inc
 - Check #35453- \$13,719.28 – Capital purchase 50 desk top phones
- *Rognlin's Inc.
 - Check #35457- \$660,102.98 – Progress billing park and rides
- *Rognlin's Inc.
 - Check #35572- \$400,650.00 – Progress billing park and rides
- *SCJ Alliance
 - Check #35458- \$24,926.01 – Progress billing park and rides
- State Auditor's Office
 - Check #35573- \$11,401.94 – Progress billing annual audit

*Disbursements capital grant eligible.

July Fuel Prices: Diesel \$2.46, Unleaded \$3.88 *July prices higher than average months. In July fuel only purchased at retail locations using Voyager cards for the north end fleet. No wholesale fuel was purchased for JP tanks in July.

General Manager Travel Expenditures:

- No Travel

Check Disbursement Fiscal Impact:

\$1,769,111.88

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of July 10, 2021 through August 15, 2021 financial obligations on checks #35432 through #35575, as presented for a total of \$1,769,111.88.



Mason Transit Authority
August 17, 2021 Disbursement Approval

The following checks for the period of July 10, 2021 through August 15, 2021 have been audited and processed for payment by the Administrative Services Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Administrative Services Department for review.

Description Accounts Payable Checks	Check Numbers 35432 – 35576	Total Amount \$1,769,111.88
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Included within the checks were:		
	Check #	Amount
Payroll & DRS – 07/21/2021	35473	153,933.11
Payroll & DRS – 08/04/2021	35511	151,180.12
State Auditor's Office	35573	11,401.94
ISSQUARED, Inc.	35453	13,719.28
Rognlin's Inc.	35457	660,102.98
Rognlin's Inc.	35572	400,650.00
SCJ Alliance	35458	24,926.01
Ecolane USA, Inc.	35483	33,996.00
Scarsella Bros., Inc	35503	64,861.48

Submitted by: LeeAnn McNulty Date: 8-13-2021
 LeeAnn McNulty, Administrative Services Manager

Approved by: _____ Date: _____
 Amy Asher, General Manager

Mason Transit Authority Check Register
 August 2021 Board Report

Activity From 07/10/2021 Through 08/15/2021

Document Date	Check #	Vendor Name	Amount
8/12/2021	35548	<i>Spoiled</i>	0.00
7/14/2021	35432	Accountemps	1,072.98
7/14/2021	35433	AIG Retirement	224.00
7/14/2021	35434	Allstream	125.26
7/14/2021	35435	Associated Petroleum Products, Inc.	27,259.92
7/14/2021	35436	Mick Baker	457.52
7/14/2021	35437	Belfair Water District #1	86.41
7/14/2021	35438	Blanchard Electric & Fleet Supply	353.60
7/14/2021	35439	Kirk C Church dba 3C's	250.00
7/14/2021	35440	Cascade Natural Gas	1,507.25
7/14/2021	35441	Cummins Northwest, LLC	36.63
7/14/2021	35442	Gene Currier	764.96
7/14/2021	35443	EMC - Mason Transit	91.15
7/14/2021	35444	Gillig, LLC	418.49
7/14/2021	35445	Northwest Cascade, Inc. DBA Honey Bucket	1,620.35
7/14/2021	35446	Robert W. Johnson, PLLC	1,600.00
7/14/2021	35447	Kitsap Transit	1,807.88
7/14/2021	35448	Les Schwab	544.04
7/14/2021	35449	Mason County Garbage, Inc.	162.18
7/14/2021	35450	Mason County PUD #3	2,633.60
7/14/2021	35451	Cheryl Moore	360.64
7/14/2021	35452	Mountain Mist Water	130.05
7/14/2021	35453	ISSQUARED, Inc	13,719.28
7/14/2021	35454	Office Depot, inc.	16.58
7/14/2021	35455	Olympic Lock & Key	141.44
7/14/2021	35456	Pitney Bowes Purchase Power	171.00
7/14/2021	35457	Rognlin's, Inc.	660,102.98
7/14/2021	35458	SCJ Alliance	24,926.01
7/14/2021	35459	The Shoppers Weekly	67.27
7/14/2021	35460	ThyssenKrupp Elevator Corp.	672.38
7/14/2021	35461	Total Battery & Automotive Supply	30.25
7/14/2021	35462	Tozier Brothers, Inc.	5.40
7/14/2021	35463	ULINE	272.54
7/14/2021	35464	United Way of Mason County	41.00
7/14/2021	35465	UniteGPS, LLC	1,014.00
7/14/2021	35466	U.S. Bank	7,411.51
7/14/2021	35467	Verizon Wireless	1,310.40

Mason Transit Authority Check Register
 August 2021 Board Report

Activity From 07/10/2021 Through 08/15/2021

Document Date	Check #	Vendor Name	Amount
7/14/2021	35468	Voyager Fleet Systems, Inc.	5,805.78
7/14/2021	35469	Westbay Auto Parts	416.05
7/14/2021	35470	Whisler Communications	1,806.53
7/14/2021	35471	Robert Williams	80.64
7/14/2021	35472	AWorkSAFE Service, Inc.	564.00
7/21/2021	35473	Mason Transit Authority - ACH Account	153,933.11
7/28/2021	35474	Accountemps	2,574.18
7/28/2021	35475	Advance Glass	350.36
7/28/2021	35476	Aflac	822.14
7/28/2021	35477	AIG Retirement	224.00
7/28/2021	35478	Aramark	499.64
7/28/2021	35479	Bridge Church	90.00
7/28/2021	35480	Cummins Northwest, LLC	5,131.15
7/28/2021	35481	Digi-Key Electronics	150.24
7/28/2021	35482	Dept. of Labor & Industries - Right to Know	127.50
7/28/2021	35483	Ecolane USA, Inc.	33,996.00
7/28/2021	35484	EMC - Mason Transit	91.15
7/28/2021	35485	Employment Security Department - WA State	129.18
7/28/2021	35486	GFOA	160.00
7/28/2021	35487	Gillig, LLC	571.75
7/28/2021	35488	District 160	1,669.50
7/28/2021	35489	JayRay Ads & PR, Inc.	6,804.24
7/28/2021	35490	LegalShield	190.30
7/28/2021	35491	Mason County Garbage, Inc.	573.51
7/28/2021	35492	Mason County PUD #3	136.74
7/28/2021	35493	Mason Transit Authority - Petty Cash	44.88
7/28/2021	35494	Purcor	146.48
7/28/2021	35495	Mountain Mist Water	47.62
7/28/2021	35496	Nisqually Automotive and Towing	328.05
7/28/2021	35497	Northridge Properties, LLC	1,700.00
7/28/2021	35498	Office Depot, inc.	569.74
7/28/2021	35499	Olympic Lock & Key	19.14
7/28/2021	35500	Builders FirstSource	47.89
7/28/2021	35501	Ricoh USA, Inc	106.75
7/28/2021	35502	Right! Systems, Inc.	4,221.25
7/28/2021	35503	Scarsella Bros., Inc	64,861.48
7/28/2021	35504	Seattle Automotive Distributing	221.98
7/28/2021	35505	Mason County Journal	162.00

Mason Transit Authority Check Register
 August 2021 Board Report

Activity From 07/10/2021 Through 08/15/2021

Document Date	Check #	Vendor Name	Amount
7/28/2021	35506	The Shoppers Weekly	596.36
7/28/2021	35507	Tozier Brothers, Inc.	161.04
7/28/2021	35508	United Way of Mason County	41.00
7/28/2021	35509	Westbay Auto Parts	278.07
7/28/2021	35510	Advance Glass	13.09
8/4/2021	35511	Mason Transit Authority - ACH Account	151,180.12
8/4/2021	35512	AWC Employee Benefit Trust	82,377.90
8/12/2021	35513	Accountemps	1,802.52
8/12/2021	35514	Advance Glass	184.96
8/12/2021	35515	AIG Retirement	224.00
8/12/2021	35516	Stanley Convergent Security Solutions	895.13
8/12/2021	35517	Allstream	110.44
8/12/2021	35518	Ecolube Recovery, LLC dba American Petroleum Envi	636.35
8/12/2021	35519	Aramark	161.19
8/12/2021	35520	Mick Baker	277.60
8/12/2021	35521	BIGFOOT PEST MANAGEMENT	244.80
8/12/2021	35522	Brady Trucking Co., Inc.	601.09
8/12/2021	35523	Kirk C Church dba 3C's	250.00
8/12/2021	35524	City of Shelton	1,859.09
8/12/2021	35525	Cascade Natural Gas	1,518.90
8/12/2021	35526	Comcast	228.85
8/12/2021	35527	Cummins Northwest, LLC	1,124.17
8/12/2021	35528	Gene Currier	651.28
8/12/2021	35529	EMC - Mason Transit	89.15
8/12/2021	35530	General Mechanical Inc.	1,577.59
8/12/2021	35531	Gillig, LLC	484.93
8/12/2021	35532	Northwest Cascade, Inc. DBA Honey Bucket	1,620.35
8/12/2021	35533	Hood Canal Communications	1,582.94
8/12/2021	35534	Robert W. Johnson, PLLC	1,600.00
8/12/2021	35535	Kitsap Transit	2,406.50
8/12/2021	35536	Les Schwab	1,448.52
8/12/2021	35537	Mason County Garbage, Inc.	248.56
8/12/2021	35538	Mason County PUD #3	4,683.72
8/12/2021	35539	Cheryl Moore	463.12
8/12/2021	35540	Mountain Mist Water	168.27
8/12/2021	35541	Mood Media	124.70
8/12/2021	35542	Office Depot, inc.	488.75
8/12/2021	35543	Olympic Lock & Key	163.20

Mason Transit Authority Check Register
 August 2021 Board Report

Activity From 07/10/2021 Through 08/15/2021

Document Date	Check #	Vendor Name	Amount
8/12/2021	35544	Pacific Mobile Structures, Inc.	1,076.88
8/12/2021	35545	Schetky Northwest Sales, Inc.	206.19
8/12/2021	35546	Seattle Automotive Distributing	157.41
8/12/2021	35547	The Shoppers Weekly	290.61
8/12/2021	35549	Staples Business Advantage	217.06
8/12/2021	35550	Total Battery & Automotive Supply	32.68
8/12/2021	35551	Tozier Brothers, Inc.	4.55
8/12/2021	35552	United Way of Mason County	86.40
8/12/2021	35553	UniteGPS, LLC	1,014.00
8/12/2021	35554	U.S. Bank	5,580.50
8/12/2021	35555	Verizon Wireless	1,311.52
8/12/2021	35556	Voyager Fleet Systems, Inc.	5,641.05
8/12/2021	35557	Westbay Auto Parts	28.76
8/12/2021	35558	Whisler Communications	1,806.53
8/12/2021	35559	AWorkSAFE Service, Inc.	281.00
8/15/2021	35560	Accountemps	1,519.02
8/15/2021	35561	Aflac	822.14
8/15/2021	35562	Associated Petroleum Products, Inc.	29,470.65
8/15/2021	35563	Aramark	161.19
8/15/2021	35564	Belfair Water District #1	86.41
8/15/2021	35565	Gillig, LLC	553.90
8/15/2021	35566	District 160	1,389.75
8/15/2021	35567	LegalShield	190.30
8/15/2021	35568	Mason County Garbage, Inc.	578.47
8/15/2021	35569	Mason County PUD #3	134.13
8/15/2021	35570	MOHAWK MFG. & SUPPLY	75.24
8/15/2021	35571	Builders FirstSource	260.03
8/15/2021	35572	Rognlin's, Inc.	400,650.00
8/15/2021	35573	State Auditor's Office - WA	11,401.94
8/15/2021	35574	The Shoppers Weekly	71.61
8/15/2021	35575	Staples Business Advantage	610.43
8/15/2021	35576	Tozier Brothers, Inc.	49.38
Check Totals			<u>\$ 1,769,111.88</u>

Mason Transit Authority Regular Board Meeting

Agenda Item: Unfinished Business – Item 1 – *Actionable*
Subject: Transit Development Plan (TDP)
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Amy Asher, General Manager
Date: July 20, 2021

Background:

The initial draft of the proposed Transit Development Plan (TDP) for Mason Transit Authority was provided for first viewing at the July 20, 2021 Board meeting. Since that viewing, MTA has conducted two public hearings on July 29 and August 9. The period seeking input, comments or questions from the public was open until 4:00 PM on Wednesday, August 11, 2021.

The following changes have been made since the July Board meeting:

- Updated Planned Capital Expenses in Table 4
- Updated the Multi-year Financial Plan section

Citizen Advisor to the Board, John Piety, attended both public hearings and had no additional changes to the TDP. No other citizens attended either public meeting.

Summary: Approve Transit Development Plan (TDP).

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the Transit Development Plan Draft for 2021-2026 with the 2020 Annual Report for submission to the Washington State Department of Transportation by September 1, 2021.

2021-2026

TRANSIT DEVELOPMENT PLAN

and

2020 Annual Report

Mason Transit Authority
790 E Johns Prairie Rd
Shelton, WA 98584



Date of Public Hearings:

July 29, 2021 and August 9, 2021

Adopted: August 17, 2021

Prepared by Mason Transit Authority Staff

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Plan Adoption, Public Hearing and Distribution

Plan Adoption

Mason Transit Authority (MTA) Board of Directors adopted the 2021 Transit Development Plan on August 17, 2021

Public Participation Process

Public Comment Period: July 14, 2021 - August 11, 2021
Comments Submitted to: MTA@masontransit.org
Mason Transit Authority
Amy Asher, General Manager
790 E Johns Prairie Rd
Shelton, WA 98584

Public Hearing: Mason Transit Authority held two public hearings on the Transit Development Plan on July 29, 2020 at 5:30 pm at the Port of Allyn 18560 E State Route 3, Allyn, WA 98524 and August 9, 2020 at 5:30 pm at the Transit-Community Center, 601 W Franklin Ave, Shelton, WA 98584.

Notice Posted to Website: MTA posted a notice of the hearing on the Transit Development Plan to its website at www.masontransit.org on July 12, 2021.

Notice Published in Local Paper: The Shelton Journal published a notice of the hearing on the Transit Development Plan on July 22, 2021.

Requests for Paper or Digital Copies: MTA allowed the public to request a paper or digital copy of the Transit Development Plan on and after July 16, 2021 by emailing MTA@masontransit.org. or by calling (360) 426-9434.

Available to the Public for Review: MTA allow the public to view a copy of the draft Transit Development Plan at the Mason Transit Authority Business Office, 790 E Johns Prairie Rd, Shelton, WA 98584 and at the Transit-Community Center, 601 W Franklin Ave, Shelton, WA 98584.

Plan Distribution

On August 18, 2021, Mason Transit Authority distributed the adopted Transit Development Plan to:

- PTDPlans@wsdot.wa.gov
- The agency's assigned WSDOT Community Liaison.
- The Transportation Improvement Board via:
 - Vaughn Nelson, Finance Manager at vaughnn@tib.wa.gov

- Chris Workman, Engineering Manager at chrisw@tib.wa.gov
- All cities, counties and regional transportation planning organizations within which Mason Transit Authority operates.

Description of Service Area, Operations and Facilities

Service Area

Mason Transit Authority serves the general public throughout Mason County and provides regional connections with other transits and modes of transportation.

Regional connections with other transit systems occur Monday through Saturday with Intercity Transit, Sound Transit and Grays Harbor Transit in Olympia; Kitsap Transit and the Washington State Ferry system in Bremerton; and Jefferson Transit at Triton Cove State Park. Regional connection with Squaxin Transit occurs Monday through Friday at the Squaxin Island Tribe Park and Ride Facility near the intersection of SR-101 and SR-108.

The majority of MTA's connecting services are at transfer facilities located near services that allow connections to other ground transportation including Washington State Ferries in Bremerton and Greyhound and Amtrak in Olympia.

Service is available to persons traveling to and from area schools including Olympic College, South Puget Sound Community College, Evergreen State College, and Grays Harbor College by using MTA to transfer to Intercity, Grays Harbor and Kitsap Transit systems at respective transit centers.

Route schedules and maps can be found on MTA's website at <http://www.masontransit.org/>

Operations

At time of publication of the Transit Development Plan, MTA was running reduced service due to COVID-19. Days of operations were Monday – Saturday. Beginning July 7, 2021 MTA resumed services back to Triton Cove State Park to meet Jefferson Transit and provide continued service thru Mason County from Jefferson County.

MTA provides services consisting of local and regional deviated fixed routes, Worker/Driver commuter service to Puget Sound Naval Shipyard (PSNS) and public commuter services on high demand regional routes, Demand Response (general dial-a-ride), Vanpools and volunteers using private cars under the Volunteer Driver Program that serves those over the age of 60 needing out-of-county services.

MTA is currently operating on a reduced service level due to the low ridership with COVID-19, our current hours of operation of the transportation service are 4:00 a.m. to 8:30 p.m., Monday through Friday, and 6:00 a.m. to 7:30 p.m. on Saturday. There is no service on Sunday, and either no service or reduced service on observed holidays. MTA operates ten (10) Fixed Routes on weekdays and five (5) routes on Saturdays that allow deviated service to persons traveling off designated routes. Dial-A-Ride service operates in rural areas where there is no fixed route service or where deviations are not possible as well as in populated areas of Mason County for people who have difficulty using the routed service. All Dial-A-Ride service is open to the general public. Riders using Dial-A-Ride can make a trip request from two (2) weeks prior to the preferred pick-up time but may request a ride at any time if there is availability. All vehicles in MTA scheduled service are equipped with bike racks and are accessible to persons with disabilities.

MTA coordinates all service requests with other local and regional area transportation providers. Squaxin Transit coordinates local service with MTA regional service at Kamaliche. MTA partners with local and regional human and social services providers so that the best service possible is provided throughout the region on a regular basis.

MTA administers a Volunteer Driver Program (VDP) that is possible through partnership with the Lewis, Mason and Thurston County Area Agency on Aging and funding from the Federal Older Americans Act and the Washington State Senior Citizens Act, as well as donations from recipients. The VDP provides essential transportation for seniors (60+) who are unable to drive or use public transit to their out-of-county medical appointments and other essential services. To provide this service, MTA utilizes volunteers that donate their time and drive their own vehicles. In 2019, the Volunteer Driver Program served 138 clients and covered 1,020 rides, 42,792 miles and 1,701 volunteer hours.

At MTA's April 20, 2021 Authority Board meeting, the vanpool program was terminated due to consistent reduction in number of vanpools and impacts by COVID-19. MTA provided information of other transit agencies that had viable vanpool programs to the two remaining vanpool participants. The vanpool vehicles were going to reach their four-year useful life benchmark in May, 2021. The Authority Board determined that for financial and risk purposes, it was best to terminate the program as there were only two van pools in operation.

Map 1 – Service Area

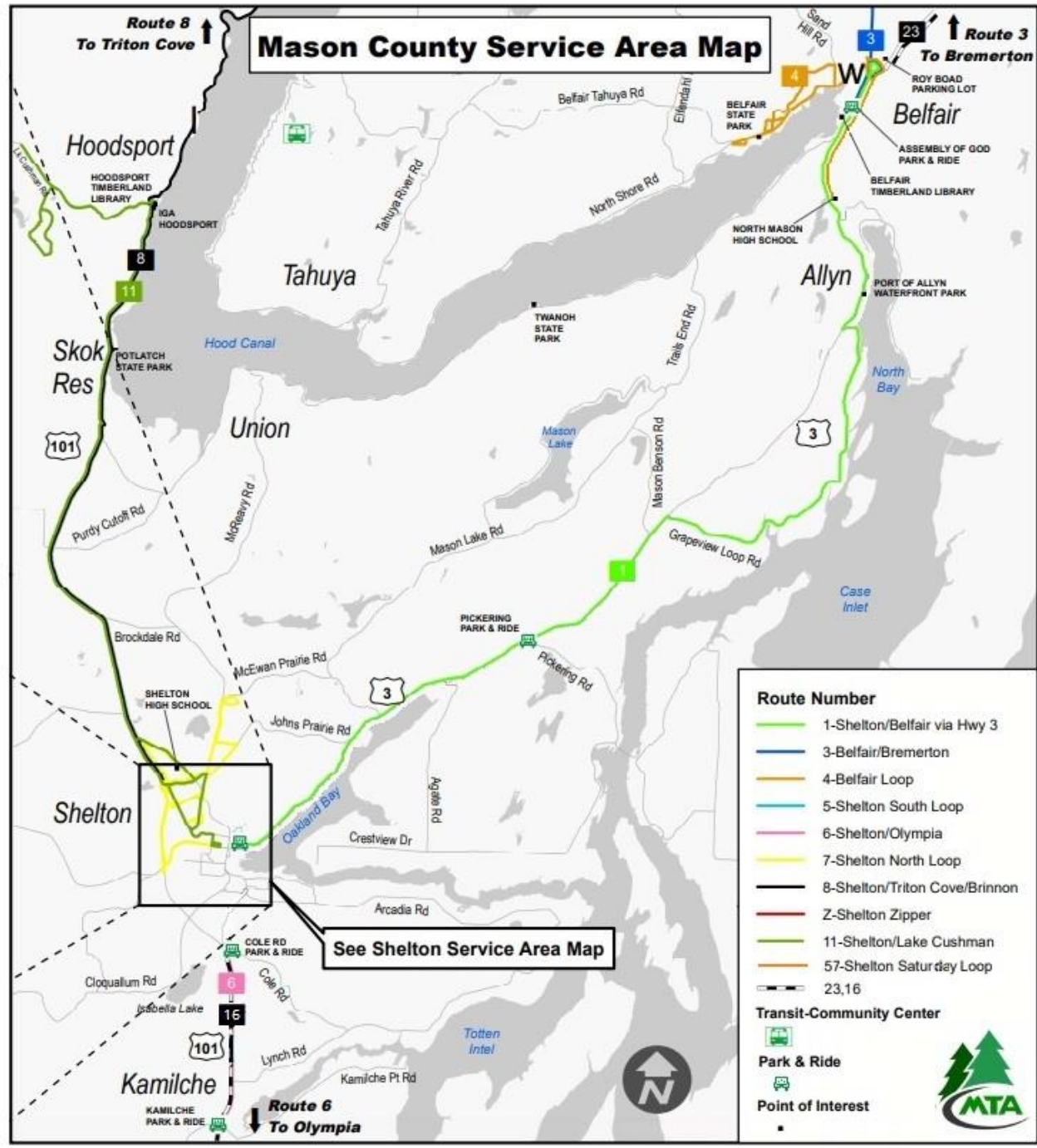




Table 1 - Fares

<i>Travel within Mason County and Active Military</i>	<i>Fare Free</i>
Out of County Travel:	
Cash Fares	
Adults and Youth (one way)	\$1.50
Seniors and Persons with Disabilities	\$.50
Transportation Incentive Program (PSNS)	\$ 2.50
Children under six	No Charge
Monthly Pass	
Adults	\$ 30.00
Seniors and Persons with Disabilities	\$ 10.00
Youth (ages 6-17 years)	\$ 18.00
Summer Youth Adventure Pass	\$ 20.00
Transportation Incentive Program (PSNS)	\$110.00

To qualify for reduced fare due to a disability, riders are required to show a Regional Reduced Fare Permit (RRFP) card. RRFP eligibility is based on age, disability or possession of a Medicare card. Personal care attendants ride free when accompanying a person with a RRFP.

Transportation Incentive Program (TIP) passes are available for Worker/Driver routes to and from Puget Sound Naval Shipyard for day shift employees. Routes originate in Belfair and Shelton. Active-duty military personnel with current military ID are not charged fare if ID is shown.

In July 2018, MTA began recognizing the STAR pass for State of Washington employees living in Mason County that work in Thurston County. STAR pass holders are not charged a fare and MTA is compensated through funds provided in the Transportation budget.

Facilities

MTA operations, maintenance and administrative facilities are located at 790 E. Johns Prairie Road in Shelton, Washington. A rented satellite operations facility is located at 23780 NE State Hwy 3 in Belfair, Washington. MTA also leases space at the Glacier West Boat, RV & Self Storage commercial storage facility on SR 106 in Belfair to park two coaches and five cutaway vans used to provide services in the northern part of Mason County.

MTA owns the Transit-Community Center, formerly the Shelton Armory, located at 601 W. Franklin St. in Shelton, Washington. The facility was renovated with additional new construction transforming the original armory built in the 1950s to a modern, ADA accessible and LEED Silver Certified Transit-Community Center (T-CC).

A seven-acre parcel was purchased north of Belfair for a Park and Ride lot. The lot will contain 100 parking stalls and a building consisting of MTA office space, a meeting room, bathrooms, a kitchen, breakroom and future customer service area. The Park and Ride is slated to open by the end of 2021 with the building to open in early 2022.

Park and Ride Lots

MTA supports a network of Park and Ride facilities that are located throughout Mason County. At time of publication, 255 parking spaces are provided at facilities owned and operated by Washington State Department of Transportation, Mason County and the City of Shelton. While MTA manages and provides routine light maintenance to these locations, the agency does not own the properties. On average, 22% of the Park and Ride lot capacity is occupied on any given weekday.

In November of 2015, MTA was formally awarded funding through the Washington State Regional Mobility Grant Program and the Connecting Washington Transit Project List for a major retrofit and improvement project of current Park and Ride lots located within Mason County. The project will add needed upgrades to existing locations including enhanced security, lighting, paving and electric car charging stations at high use lots. The project also includes the construction of one new Park and Ride facility in North Mason County and one within the city limits of Shelton. The Shelton-Matlock Park & Ride was slated for improvements only but has been relocated due to the Coffee Creek Fish Passage project. The funding provides over nine million dollars and includes local matching funds from MTA. The state funding is apportioned over the current and next biennium budget periods. In April of 2016, MTA selected SCJ Alliance of Lacey, Washington, to guide the project through to completion. MTA expects completion of the project in 2021.

State and Agency Goals, Objectives and Strategies

From 2021-2026, Mason Transit Authority will focus on the five key priorities in Table 2 below. The table shows how MTA's local priorities align with state goals established in the Washington State Transportation Plan.

Through its mission, Mason Transit Authority strives to provide transportation choices that connect people, jobs and community; increasing the quality of life in Mason County. To that end, MTA's proposed project and action strategies line up with the mission statement and the state's public transportation objectives.

The state’s six policy goals are:

- **Economic Vitality:** To promote and develop transportation systems that stimulate, support, and enhance the movement of people and goods to ensure a prosperous economy.
- **Preservation:** To maintain, preserve, and extend the life and utility of prior investments in transportation systems and services.
- **Safety:** To provide for and improve the safety and security of transportation customers and the transportation system.
- **Mobility:** To improve the predictable movement of goods and people throughout Washington State.
- **Environment:** To enhance Washington’s quality of life through transportation investments that promote energy conservation, enhance healthy communities, and protect the environment.
- **Stewardship:** To continuously improve the quality, effectiveness, and efficiency of the transportation system.

Table 2: 2021 – 2026 Goals, Objectives, and Strategies, and Alignment with State Goal

Goals, Objectives and Strategies	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Goal I: Safe and Secure						
Objective 1.1 - Emphasize safety of MTA riders, citizens and employees in all aspects of MTA operations						
Strategic Work Plan 1.1.1 L&I inspection of T-CC and JP facilities.			X		X	
Strategic Work Plan 1.1.2 Review WSTIP's Best Practices in the area of safety.			X			
Strategic Work Plan 1.1.3 Update Safety Manual and include an emergency safety plan.			X	X		X

Goals, Objectives and Strategies	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Objective 1.2 - Ensure training for a safe and secure experience for all and to eliminate preventable accidents						
Strategic Work Plan 1.2.1 Quarterly Driver training and refresher training as required		X	X			
Objective 1.3 - Proactive approach to safety throughout the agency to increase and improve security throughout the service area						
Strategic Work Plan 1.3.1 Change from flag stops to fixed stops in urban area of Shelton			X	X		X
Strategic Work Plan 1.3.2 Roof replacement for the Radich Building			X	X		X
Objective 1.4 - Enforce transit rules and establish consistency of service to riders in a safe, accessible manner						
Strategic Work Plan 1.4.1 Adjust for any mandates to COVID-19.			X	X		X
Goal 2: Effective Transportation Services						
Objective 2.1 - Creating a positive transportation experience within all modes of MTA services that is reliable, accessible, equitable, safe, secure and comfortable for all users						
Strategic Work Plan 2.1.1 Plan for restoring to full services (Pre-COVID) and adjust where needed to improve service.						X
Objective 2.2 - Establish a culture of customer service and deliver services that are responsive to community needs.						
Strategic Work Plan 2.2.1 Benchmark route performance and discontinue or adjust low performing routes.						X

Goals, Objectives and Strategies	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Objective 2.3 - Strive to look for ways to improve service through a variety of tools including outreach, community meetings, service review and passenger amenities						
Strategic Work Plan 2.3.1 Review Dial-a-Ride services and hours to ensure efficiency and availability of resources.				X		X
Strategic Work Plan 2.3.2 Conduct outreach for all service changes and new park & ride openings.	X					X
Strategic Work Plan 2.3.3 Improve passenger amenities by providing apps and on-line scheduling.			X	X		X
Objective 2.4 - Seek new opportunities to enhance the riders' experience through better route planning and additional services when feasible						
Strategic Work Plan 2.4.1 Seek pilot route opportunities to reach more riders.	X					X
Strategic Work Plan 2.4.2 Explore on-demand service in Shelton and Belfair.		X		X		X
Strategic Work Plan 2.4.3 Waysign at T-CC for displaying estimated time of arrivals for fixed route.		X				
Goal 3: Financial Stewardship						
Objective 3.1 - Operate an efficient, cost-effective system						
Strategic Work Plan 3.1.1 Hire an Accounting Coordinator with high level accounting skills.						X
Strategic Work Plan 3.1.2 Review moving to cloud-based accounting software.						X

Goals, Objectives and Strategies	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Objective 3.2 - Maintain internal controls and compliance over public resources						
Strategic Work Plan 3.2.1 Plan for GASB changes on leases and other regulations						X
Strategic Work Plan 3.2.2 Continued work in records management.		X				X
Objective 3.3 - Provide current, accurate and transparent financial data						
Strategic Work Plan 3.3.1 Provide accurate, timely financial reports to the Board and the public						X
Objective 3.4 - Strive for a 5-year sustainability plan						
Strategic Work Plan 3.4.1 Review 5-year sustainability plan and adjust as needed.						X
Strategic Work Plan 3.4.2 Plan financially for future service changes or increases.						X
Objective 3.5 - Plan for future operational and capital needs through maintaining financial reserves						
Strategic Work Plan 3.5.1		X				X
Objective 3.6 - Proficiency in regulatory requirements through continuing education						
Strategic Work Plan 3.6.1						X
Objective 3.7 - Manage key financial indicators						
Strategic Work Plan 3.7.1 Identify needed financial policies or manual to outline financial objectives						X

Goals, Objectives and Strategies	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Goal 4: Community Partnerships						
Objective 4.1 - Cultivate partnerships throughout the community						
Strategic Work Plan 4.1.1 Participate in community events as available.		X		X		X
Strategic Work Plan 4.1.2 Work with PR firm to promote MTA services to the community.						X
Objective 4.2 - Participate in outside committees, regional planning organizations and boards						
Strategic Work Plan 4.2.1 Promote partnerships with city, county and other entities by serving on committees, boards, supporting projects and communication.						X
Strategic Work Plan 4.2.2 Review and renew leases for T-CC and Johns Prairie tenants						X
Objective 4.3 - Participate in mentorship programs at local schools and colleges						
Strategic Work Plan 4.3.1.	X	X				
Objective 4.4 - Exemplify exceptional customer service that goes above and beyond						
Strategic Work Plan 4.4.1 Continue delivery assistance for Meals on Wheels and Commodity Boxes for senior centers.		X		X		X
Strategic Work Plan 4.4.2 Transporting clients in cooperation with hospital and health department				X		
Objective 4.5 - Provide transportation choices and support travel that uses less energy, produces fewer pollutants and reduces greenhouse gases in the region						
Strategic Work Plan 4.5.1					X	

Goals, Objectives and Strategies	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Objective 4.6 - Support efforts to mitigate traffic congestion throughout the region						
Strategic Work Plan 4.6.1 Continue park and ride projects (through 2023).	X		X	X	X	
Strategic Work Plan 4.6.2 Conduct Community Conversations to solicit input regarding MTA service.				X		X
Objective 4.7 - Cooperative relationships with T-CC tenants and events						
Strategic Work Plan 4.7.1	X					X
Goal 5: Workplace Culture of Excellence						
Objective 5.1 - Provide an atmosphere where employees are valued and respected						
Strategic Work Plan 5.1.1 Continue the Employee Engagement Committee for seeking opportunities to improve the work environment.		X				X
Strategic Work Plan 5.1.2 Remodel T-CC Customer Service Office for space improvement (grant funding dependent)						X
Objective 5.2 - Develop and empower employees						
Strategic Work Plan 5.2.1 Promote skills and job knowledge through webinars, conferences and training.		X	X			X
Objective 5.3 - Support the philosophy of team culture						
Strategic Work Plan 5.3.1 Encourage Castlight challenges.		X		X		X
Strategic Work Plan 5.3.2 Continue reviewing policies.						X

Goals, Objectives and Strategies	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Objective 5.4 - Promote healthy dialogue on important issues						
Strategic Work Plan 5.4.1 Launch Communication Flow Plan.		X				X
Strategic Work Plan 5.4.2 Create Uniform Committee to select new uniform items.		X				X
Objective 5.5 - Encourage an active and engaged environment including Board of Directors						
Strategic Work Plan 5.5.1 Create committee for Belfair office furnishings.						X
Strategic Work Plan 5.5.2 Board participation through designated committees.	X	X	X	X		X
Objective 5.6 - Be an employer of choice in Mason County						
Strategic Work Plan 5.6.1 Continue the Employee Engagement Committee for seeking opportunities to improve the work environment.		X				X
Strategic Work Plan 5.6.2 Coordinate events with Employee Morale Committee.						X
Objective 5.7 – Focus recruitments in accordance with EEO Plan goals						
Strategic Work Plan 5.7.1 Strive to meet goals and objectives of EEO Program to broaden employment opportunities for all protected classes.						X

Local Performance Measures and Targets

MTA uses various tools to measure performance by looking for key issues and opportunities that may impact the goals of the Agency. Performance indicators may

relate to such things as funding, demographic changes, ridership decline or employee shortage. Measuring performance allows the agency leadership team to look for ways to minimize the impact of shortfalls and strategize ways to meet the strategic goals and objectives.

Transit Asset Management plan is used as a method to maintain and guide decisions on the agency’s assets, most importantly, rolling stock.

Table 3: 2021 – 2026 Performance Measurements and Targets

Performance Measure	Target
Technology Amenities	Provide apps and icons on the MTA website for customers to schedule
Passenger Amenities	Install lighting in all shelters. Construct or improve park and ride lots throughout Mason County to create convenient, safe locations for riders to park that will then increase ridership.
Collisions	Collisions per 100,00 revenue miles less than or equal to 1.
Alternative Fuels	Convert 10% of fleet to green, environmentally friendly alternative by 2025.
Transit Productivity	Benchmark of 8 passengers per service hour; 39,000 rides per month.
Vehicle State of Good Repair	Maintain 80% of the rolling stock within a state of good repair.
Service Hours	To maintain current levels of service hours at 1,300 per week.

Plan Consistency

Mason Transit Authority is a voting member of the Peninsula Regional Transportation Planning Organization (PRTPO) and participates in the planning of regional project, policies and program decisions. Information regarding MTA is submitted to the PRTPO’s Coordinated Public Transit-Human Services Transportation Plan to align the with region’s goals. Projects are submitted to the Regional Transportation Improvement Program for inclusion in the State Transportation Improvement program.

Within Mason County, the Mason County Comprehensive Plan is used to coordinate consistency. MTA submits information to the Plan as required.

Throughout the region, MTA coordinates with other connecting transit agencies in Jefferson, Kitsap and Thurston counties, as well as efforts to align with the ferry systems, Amtrak and Greyhound.

MTA continues its own strategic planning process by identifying goals, objectives and work plans. Annually, the work plan is reviewed to develop projects adhering to local, state and federal guidelines, implementing effective/efficient service

planning changes, fleet replacement standards, facility upgrade and modernization planning and implementation, policy development and modification, and procedural standards.

MTA incorporates the Transportation System Policy Goals throughout all strategies. These goals as addressed in RCW 14.04.280 include preservation, safety, mobility, environment, and stewardship.

Planned Capital Expenses

The table below reflects planned capital expenses for 2021-2026.

Table 4 – Planned Capital Expenses

Year Received/Expensed	Type	Preservation/Replacement (quantity)	Expansion/Improvement (quantity)
2021	35' Coaches	2	
2022	35' Coach	1	
2022	Light-duty Cutaways	6	
2025	Light-duty Cutaways	5	
2026	35' Coaches	3	
Equipment			
2021	Scissor lift for T-CC		1
2021	Generator to power Johns Prairie	1	
2022	Generator to power T-CC		1
Facilities and Infrastructure			
2021	North Mason Base		1
2021	Park and Ride Development		1
2022	Radich building roof repair	1	
2023	Administration building upgrade or replacement		1
2023	Allyn Park & Ride		1
2023	Hoodspoint Park & ride		1
2024	Bus Wash		1
2024	Satellite Maintenance Shop		1

Planned Operating Changes

At the time of preparing MTA’s Transit Development Plan, the agency is operating with reduced service due to the loss of riders during COVID-19. Service will gradually return as the region rebounds from COVID related closures.

Table 5 outlines Mason Transit’s planned operating changes for 2021-2026.

Table 5 – Planned Operating Changes

Year	Type	Reduction	Expansion/Improvement
2021	Adjust route to serve new park & ride facility openings		X
2021	Add back routes as ridership increases		X
2022	Adjust routes to better serve the passengers		X
2022	Adjust routes to service new ferry times		X
2023	Adjust routes to serve new housing developments		X
2025	Conduct an assessment of current service and adjust as needed		X
2025	Conduct Transit Service Analysis		X
2026	Adjust routes as needed		X

Multiyear Financial Plan

Capital Improvement:

- ❖ The Park and Ride Development Project, including construction of the North Mason Base, is expected to be completed in the 2021-2023 Biennium.
- ❖ Additional vehicle replacements are expected to be funded at 80% with a 20% match from local funds.
- ❖ Feasibility studies are to be conducted for the Allyn and Hoodspott park and ride facilities as well as the bus wash, administration building, and satellite maintenance facility stations.

Facility improvements, preservation and expansion that extend the life of the building according to MTA's capitalization standards are expected to be funded by grants with local funds used as match. Building repairs or replacement to such equipment will be funded by reserves and appropriated through the capital budget presented annually.

Table 6 – Capital Purchases

Capital Expenditure	2021	2022	2023	2024	2025	2026
Cutaways		721,000				
Coaches	1,027,000	513,300		1,570,000		1,540,054
Scissor Lift	15,000					
Generators	100,000	100,000				
North Mason Base	1,750,000					
Radich Roof Repair		35,000				
Allyn Park & Ride			50,000			
Hoodsport Park & Ride			50,000			
Bus Washer				40,000		
Park & Ride Development	1,992,612					
Satellite Maintenance Shop					1,500,000	
Administration building upgrade or replacement					2,500,000	
Total Capital Expenditures	4,884,612	1,369,300	100,000	1,610,000	4,000,000	1,540,054
Capital Revenue	2021	2022	2023	2024	2025	2026
Federal Competitive	901,600	490,640	2,080,000	1,200,000	432,000	1,232,044
State Grants	2,994,090	576,800		32,000		
Local Funds	988,922	301,860	520,000	308,000	108,000	308,010
Total Revenue	4,884,612	1,369,300	2,600,000	1,540,000	540,000	1,540,054

Operating Financial Assumptions through 2026

- ❖ Local Sales Tax –Sales tax revenues have been higher than expected during COVID in 2020 and 2021. The 2022 projected amount reflects a 20% increase over the 2021 adopted budget estimates to account for the higher actual return. Years 2022 – 2026 are projected at a 3% growth rate year over year.
- ❖ Operating Grants – Utilization of Sales Tax Equalization dollars (Rural Mobility Formula Funds) for 2021-2022 have been applied to the operating grants to offset match requirements. A conservative estimate of future Sales Tax Equalization funds for 2023 and beyond is applied with a 4% growth rate projected year over year.
- ❖ Fares – Assumed 2% growth beginning in 2022.

- ❖ Worker Driver/Vanpool revenue shows a decrease in 2022 with the vanpool program eliminated in 2021, in addition the Worker Driver program is experiencing less ridership with changing work structures at the shipyard. Salaries and Benefits – The salary and benefit budget was significantly lower compared to recent years due to a reduction in budgeted drivers in 2021 due to reduced service levels. In 2022 MTA is planning to bring the back the pre-pandemic number of drivers. Early quotes for healthcare benefits for 2022 have been quoted with an increase in medical coverage between 4 and 9%. The factor for 2023 and beyond is a 4% increase in cost to salaries and benefits.

Projects of Regional Significance

Mason Transit Authority has one major project of regional significance. In 2014, MTA was awarded funds to construct new park & ride lots and upgrade existing lots with security enhancements, passenger amenities and increased stalls.

Agency History, Organizational Structure, Accomplishments, Outlook and Outreach Coordination

Mason County Public Transportation Benefit Area, doing business as Mason Transit Authority (MTA), is a Public Transportation Benefit Area (PTBA), authorized in Chapter 36.57A RCW. Located in Mason County, Washington, the Mason County voters approved the PTBA in November 1991 and began public transportation service in December 1992. The service area includes all of Mason County, if road access is available, with connections to adjacent counties.

The proposition imposing a sales and use tax of two-tenths of one percent (0.2%) to fund public transportation was also passed in 1991, creating a prepaid fare system service. In the aftermath of Initiative 695 and the elimination of Motor Vehicle Excise Tax that was available to transits, the voters were asked to approve an additional four-tenths of one percent increase (0.4%) in 1999. The first attempt failed but was successful when County residents responded with an approval of the additional sales tax increase on

September 18, 2001. This raised the taxing base to six-tenths of one percent (0.6%) or \$.06 on every \$10 of retail sales, effective January 1, 2002. MTA then began to charge a fare, but only for routes going out-of-county.

Board of Directors:

The Mason County Public Transportation Benefit Authority Board of Directors is composed of ten members as follows:

- Three (3) elected members representing Mason County Commissioners;
- One (1) elected member representing the City of Shelton Council;
- Five (5) members who shall be elected officials selected by the Mason County Commissioners with the goal of seeking equal voting representation among the County Commissioner Districts. The recommendation was approved by Mason County and the City of Shelton pursuant to Resolutions Nos. 71-17 and 1112-1217, respectively; and
- In accordance with revisions made to RCW 36.57A.050, there shall be one (1) non-voting labor representative recommended by the labor organization representing the public transportation employees.

Mason County Public Transportation Benefit Authority (MTA) Board Members at time of publication are:

- Sharon Trask, Mason County Commissioner (Chair)
- Sandy Tarzwell, Shelton School District (Vice Chair)
- Randy Neatherlin, Mason County Commissioner
- Kevin Shutty, Mason County Commissioner
- Kevin Dorcy, Mayor and City of Shelton Council
- John Campbell, North Mason School District
- Wes Martin, Grapeview School District
- Cyndy Brehmeyer, Mary M. Knight School District
- Matt Jewett, Southside School District
- Greg Heidel, Bargaining Unit Representative

Citizen Adviser to the Board:

Effective January 1, 2019, there may be one (1) non-voting representative of the public residing in Mason County, Washington, as a citizen adviser to the Board. The citizen adviser to the Board shall serve for a period of one year (unless extended by motion by the Authority Board).

At the time of publication of the Transit Development Plan, the position of the Citizen Adviser to the Board was filled by:

- John Piety

Public Outreach:

MTA staff is committed to public engagement and transparency through robust public interaction that informs, involves, and empowers people and communities. Staff participate in several opportunities to promote and educate citizens through the following methods:

- Public meetings
- Media – outreach
- Radio spots
- Community events and meetings
- Presentations
- Website improvements

The public outreach program includes:

- Developing an awareness of MTA services with non-riders through presentations, media and community events.
- Engaging riders and the general public by soliciting feedback through active seeking of information by face-to-face interaction and surveys.
- Seeking opportunities to increase ridership amongst riders of choice.
- Visiting businesses to discover way to assist their employees with transportation, either by using, fixed-route or Dial-a-Ride.
- Promoting positive public image in the community and build relationships throughout.
- Public Hearings for service changes, Transit Development Plan (TDP), fare changes, and other topics that impact citizens.

There are comment cards on MTA vehicles to be filled out and submitted as a method to communicate compliments, complaints or other information a rider wants staff to be aware. Management or designated staff responds to the individual comment cards as appropriate.

Citizens may contact MTA through customer service or to an individual by the following methods:

Email: mta@masontransit.org

Phone: 360-427-5033 or 360-426-9434 or 800-374-3747

TTY/TTD: 711 or 800-833-6388

Website: www.masontransit.org

Individual staff members may be contacted through using the website or phone to locate email addresses or phone extensions.

For ADA needs, citizens may use the website or call customer service for assistance.

2020 Accomplishments:

The following chart lists major accomplishments by MTA during 2020.

Table 9 – 2020 Accomplishments

2020 Accomplishments toward State Goal Areas	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Administration						
Procurement training for public works projects						X
Increased reserves for future financial needs		X		X		X
Managed many different mandates, regulations and acts due to COVID-19		X	X	X	X	
Prepared policy review schedule; reviewed current policies; updated 20 policies			X			X
Prepared 4 new policies – 2 due to COVID-19	X		X			X
Reorganized facilities to streamline administration						X
Purchased and installed firewalls at all location to begin network reconfiguration			X			X
Setup Wi-Fi for the public to use at the T-CC						X
Continued design for shared drive and continued work in records management			X			X
Finished the migration of server to our new VRTX, decommissioned old server						X

	State Goal Areas					
2020 Accomplishments toward State Goal Areas	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Surplused the majority of decommissioned equipment						X
Setup interpretation services	X		X			X
Setup IT in new Belfair location			X			X
Outreach						
Two Radio Spots	X					X
12-weekly Ads			X			
Donated one DAR vehicle to Mason County QRT	X		X			
Participation of outside committees: WSTIP, WSTA, EDC, TIP-CAP, Diesel Advisory Committee; PRTPO and TAC; Opioid Stakeholder Group	X	X	X	X	X	X
Public Hearings for TDP, Service changes and Budget				X		X
Meals on Wheels and Commodity Box delivery	X		X			
Conducted tour groups at MTA, prior to COVID-19	X					X
Spearheaded Driver Appreciation day in 2020						X
T-CC						
Accommodated move of Operations Supervisors and Comm Center; beginning move of Admin			X	X		X
T-CC Parking Lot completed		X	X		X	X
Repainted inside of the gym and LEED building stairs		X				
Shampooed all carpets		X				

2020 Accomplishments toward State Goal Areas	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Maintenance, inspections and test completed in various areas		X				
Streamlined and standardized leases and Use Agreements	X	X				X
COVID-19 related assistance in several areas, developed reopening plan			X			
Developed and maintaining a sanitizing schedule for high touch areas			X			
Operations						
Driver Training and Refresher Training			X	X		X
Completed CAD/AVL/GPS Installation			X	X		X
Purchase high visibility rain jackets						
Operations Supervisors moved to T-CC			X			X
Review DAR services and hours for efficiency and availability	X			X		X
Expand Zipper route hours	X			X		X
Review the Comprehensive Service Review to incorporate suggestions	X			X		X
Installed Kiosk at T-CC for passenger information			X			X
Managed several service changes and driver shake-ups due to COVID-19	X		X			X
Social distancing measures throughout facilities and vehicles			X			
Provided PPE for employees and customers for COVID-19 protection			X		X	X
Provided drivers for the Volunteer Driver Program	X		X	X		
Managed constant changes to service and driver shortage	X		X	X		
Created an Emergency Alert Text message for MTA employees	X		X	X		

	State Goal Areas					
2020 Accomplishments toward State Goal Areas	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Installed a solar light at Triton Cove bus stop			X			
Completed review/update of Inclement Weather Plan			X		X	X
Created a COVID-19 coordinator/driver position to help implement mandates			X	X		
Facilitated training with Fire Dept & Gillig on the new Hybrid electrical systems			X			
Partnered w/local police agencies to use MTA facilities/buses for training			X	X		
Installed a bus shelter on Grapeview Loop and Washington DOC.			X	X		X
Participated in the Great Washington ShakeOut/Earthquake drill			X	X		
Maintenance						
State of Good Repair at target with incoming vehicles	X	X	X	X	X	X
Bus replacement builds for 9 cutaways, 4 coaches and one mini cutaway		X	X			
Incorporated first two hybrid vehicles into fleet					X	
Rebranded Fleet	X					
Continuous efforts to maintain and preserve transit-owned facilities		X	X			X
Revamped daily bus and shelter cleaning schedules to combat COVID-19			X			
Review of electric impact of electric vehicle charging of buses					X	
Belfair office move to temporary mobile structure at Roy Boad			X			X
Applied for vehicle grant to replace end of life vehicles	X	X	X	X	X	X
Ongoing safety initiatives including new eye wash stations			X			

	State Goal Areas					
2020 Accomplishments toward State Goal Areas	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Bus improvements including installation of remanufactured engines and transmissions	X		X			X
Placed curbs in parking area next to the building at Johns Prairie			X			
Major Projects						
Bus Technology - tablets, CAD/AVL, new scheduling software, passenger counting all installed. Working on voice enunciation and customer apps		X	X	X		
Park & Ride Development - continued with new construction of park & ride lots and retrofitting, upgrading existing lots	X	X	X	X		X

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 1 – *Actionable*
Subject: Statewide Transportation Improvement Program (STIP)
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: August 17, 2021

Background:

Washington State's Statewide Transportation Improvement Program (STIP) is a four-year, fiscally constrained prioritized multimodal transportation program of state, local, tribal and public transportation (transit) projects. The STIP is a calendar year document and is developed on an annual basis. Projects are identified through state, metropolitan, regional, tribal and local planning processes. Projects programmed in the STIP are the highest priority for the available funding to preserve and improve the state's transportation network and achieving national goals established in the Moving Ahead for Progress in the 21st Century Act (MAP-21) and continued in the Fixing America's Surface Transportation Act (FAST).

Only those projects programmed in the STIP can be authorized by the Federal Highways Administration (FHWA) and the Federal Transit Administration (FTA) to utilize federal funds. Once projects are approved in the STIP, agencies may request federal fund authorization of the project.

MTA has prepared and filed its six year TIP for inclusion in the Regional Transportation Improvement Program through the Peninsula Regional Transportation Planning Organization (PRTPO) for submission to the Washington State Department of Transportation (WSDOT). Some of the highlights of the MTA six year TIP are as follows:

- Replacement of vehicles beyond useful life.
- Allyn and Hoodspout parking facility planning.
- Administration facility planning.
- Maintenance shop at North Mason park and ride facility.

We will be looking for grant opportunities regarding the planned projects that are contained in the TIP.

Summary: Approval of MTA's 6-year TIP.

Fiscal Impact:

TBD.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Mason Transit Authority's TIP submission to the PRTPO for inclusion in the 2022-2026 Statewide Transportation Improvement Plan.

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Mason Transit Authority

County: Mason

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		6 Cutaways and 1 35' Coach - Rolling Stock Replacement to Replace six (6) cutaway vehicles and one (1) 35' Coach to meet State of Good Repair (SGR) for the agency.	WA-12164					23				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2022	5339(b)	952,145		0	317,381	1,269,526
Totals				952,145		0	317,381	1,269,526

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	1,269,526	0	0	0	0
Totals	1,269,526	0	0	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Mason Transit Authority

County: Mason

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Five Cutaways - 2025 Vehicle Replacement to Replace five (5) cutaways to maintain State of Good Repair to meet agency target of 80%.	WA-12943					23			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025	5339(b)	432,000		0	108,000	540,000
Totals				432,000		0	108,000	540,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	540,000	0
Totals	0	0	0	540,000	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Mason Transit Authority

County: Mason

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09		Satellite Maintenance Shop to Construct a satellite maintenance shop at the North Mason County Park and Ride and Operations Facility to accommodate service on vehicles used in the north end to eliminate bringing vehicles to Johns Prairie base for service and repairs.	WA-12170					23			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2024	5339	800,000		0	200,000	1,000,000
Totals				800,000		0	200,000	1,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	1,000,000	0	0
Totals	0	0	1,000,000	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Mason Transit Authority

County: Mason

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Three 35ft Coaches - 2026 Vehicle Replacement to Replace three (3) 35' coaches to maintain State of Good Repair to meet agency target of 80%.	WA-12941					23				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2026	5339(b)	1,232,044		0	308,010	1,540,054
Totals				1,232,044		0	308,010	1,540,054

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	1,540,054	0	0	0	0
Totals	1,540,054	0	0	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Mason Transit Authority

County: Mason

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	7	Admin/Operations Facility N/A to N/A Construct a new facility for MTA administration and operations to improve functionality and provide better ADA accessibility. It was determined that it would be more feasible to construct a new facility as the current facility would take major renovation to meet the requirements for ADA and better functionality. By constructing a new building, it would improve the parking area and mobility of vehicles as well as provide space for a bus wash facility.	WA-02055					23			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025	5339	2,000,000		0	500,000	2,500,000
Totals				2,000,000		0	500,000	2,500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	2,500,000	0	0	0
Totals	0	2,500,000	0	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Mason Transit Authority

County: Mason

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	20	Mobile Bus Wash N/A to N/A Purchase mobile bus wash machine.	WA-02081					23			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2024	5339(b)	32,000		0	8,000	40,000
Totals				32,000		0	8,000	40,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	80,000	0	0	0	0
Totals	80,000	0	0	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Mason Transit Authority

County: Mason

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	22	Allyn Transit Center Planning N/A to N/A Working with County and WSDOT, initiate a planning process for a transit center that supports the commercial, retail and residential masterplan for Allyn. This project is also Improvement type 18- Planning	WA-02084					23			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0	WSDOT	40,000	10,000	50,000
Totals				0		40,000	10,000	50,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	50,000	0	0	0	0
Totals	50,000	0	0	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Mason Transit Authority

County: Mason

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	23	Hoodspport Transit Center US Hwy 101 and SR119 N/A to N/A Feasibility study to design, locate and construct a small transit center near the intersection of SR119 and US 101 to complement a locally developed park and ride lot.	WA-02085					23			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2023	5311	40,000		0	10,000	50,000
Totals				40,000		0	10,000	50,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	50,000	0	0	0
Totals	0	50,000	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Mason Transit Authority	5,488,189	40,000	1,461,391	6,989,580

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 2 – *Actionable*
Subject: CRRSAA Act Operating Grant Agreement PTD0235
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: August 17, 2021

Background:

Attached is the CRRSAA Act Operating Grant Agreement PTD 0235. MTA was awarded FTA 5311 CRRSAA federal funding under the Coronavirus Response and Relief Supplemental Appropriations Act. Projected funds are subject to appropriation for the period of January 20, 2020 through June 30, 2023. The term of the date commencing January 20, 2020 is due to the authorized federal legislation, while the end date of June 30, 2023 is due to the WSDOT biennium calendar. If MTA does not utilize all of the funding by June 30, 2023, WSDOT will issue an amendment for the remaining unused funds as there is not currently a lapse date set for CRRSAA funds.

The funds that will be provided under this agreement relate to those operating expenses and minor capital items directly related to COVID-19, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. Funding can also be used for administrative leave and hiring of temporary workers as further provided in the scope of work within the agreement.

Legal Counsel has not had an opportunity to review this agreement due to date of receipt. Given that this is a standard agreement of WSDOT, staff has reviewed the agreement and finds it to be in order.

Summary: Approve Agreement PTD0235 between WSDOT and MTA for operating funds relating to the CRRSAA Act.

Fiscal Impact:

Revenue from Federal funds \$5,234,158
Local Funds: \$0

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2021-20 and the attached Agreement between WSDOT and MTA for the CRRSAA Act Operating Grant Agreement (Agreement#PTD0235).



WSDOT Contact: Elizabeth Safsten

WSDOT E-mail: elizabeth.safsten@wsdot.wa.gov

WSDOT Phone: 360-705-6885

CRRSAA Act Operating Grant Agreement	
Agreement Number	PTD0235
Term of Agreement	January 20, 2020 through June 30, 2023
Vendor #	911554133
CFDA #	20.509 5311 Formula Grants for Rural Areas and Tribal Transit
DUNS	832544217
Service Area	As defined in Scope of Work and Budget
Contractor: Mason County Public Transportation Benefit Area dba Mason Transit 790 E Johns Prairie Rd. Shelton, WA 98584	
Contact: Amy Asher Email: aasher@masontransit.org	

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, Federal funding is authorized under the Coronavirus Response and Relief Supplemental Appropriations Act, Public Law No. 116-260, December 27, 2020, and other authorizing legislation that may be enacted;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1

SCOPE OF WORK AND BUDGET

Funding by Project

Project Title: CRRSAA Related Operating Expenses

UPIN # PTD0235

Scope of Work: Funding is provided to assist with eligible operating expenses necessary to operate, manage, and maintain public transportation services. Operating expenses usually include such costs as driver salaries, fuel, minor capital items directly related to COVID 19, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. Funding can also be used to for administrative leave, such as leave for employees due to reductions in service or leave required for a quarantined worker. Agencies as part of their response to COVID 19 may seek reimbursement for hiring of temporary workers, overtime, cleaning/sanitizing of vehicles and facilities, additional material and telework equipment, hazard pay, training, increased security, and other expenses.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
FY21 FTA 5311 CRRSAA	WA-2021-052	100%	\$ 5,234,158		\$ 5,234,158
Contractor's Funds	N/A	0%			\$ -
Total Project Cost		100%	\$ 5,234,158	\$ -	\$ 5,234,158

Budget: CRRSAA 5311 Funding is provided at 100% federal share.

Section 2

Purpose of Agreement

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

B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the CONTRACTOR will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

Section 3

Scope of Project

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

Section 4

Term of Agreement

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

Section 5

General Compliance Assurance

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is fully incorporated herein.

Section 6

Contractor's Share of Project Costs

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1, indicated as Contractor's Funds.

Section 7
Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 9 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Reports

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

B. This subsection applies only to projects that are receiving Transit Coordination, Tier, or Regional Mobility grant funds. In addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

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

Section 10

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 11

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 12

Ethics

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

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

Section 13

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 14
Environmental Requirements

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW “State Environmental Policy Act” (SEPA).

Section 15
Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

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

Section 16
Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR’s obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR’s expense. Project closeout will not alter the CONTRACTOR’s audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 17
Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 18
Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 19
Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Transit Projects and Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 19 – Coordination of Special Needs Transportation.

Section 20
Disputes

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 21
Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written

notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate

to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 22 Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 23 Lack of Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 24 Limitation of Liability

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION,

hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 25 Agreement Modifications

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

Section 26 WSDOT Advice

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

Section 27 Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 28 Subrogation

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 29
Counterparts**

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

**Section 30
Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 31
Severability**

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

**Section 32
Order of Precedence**

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

1. Federal law
2. Exhibit I, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. The Guidebook

**Section 33
Execution**

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

**Section 34
Binding Agreement**

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

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

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date

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

Recipient of federal assistance under 49 U.S.C. chapter 53 must submit annually or as part of its application for federal assistance. Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the most current approved Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>. The Certifications and Assurances are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the most current approved Master Agreement. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

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

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

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

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

2. Civil Rights

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

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

3. Disadvantaged Business Enterprises

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

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

4. ADA Access - The contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

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

RESOLUTION NO. 2021-20

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING CRRSAA ACT OPERATING GRANT AGREEMENT PTD0235
AND AUTHORIZING THE GENERAL MANAGER TO SIGN THAT
AGREEMENT.**

WHEREAS, Mason Transit Authority has received notification of the award of FTA 5311 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Operating Grant funds in the amount of \$5,234,158 through Washington State Department of Transportation; and

WHEREAS, Mason Transit Authority was awarded those FTA 5311 funds for certain operating expenses identified in the agreement relating to COVID-19 response during the period of January 20, 2020 through June 30, 2023;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the CRRSAA Act Operating Grant Agreement PTD0235 between Washington State Department of Transportation and Mason Transit Authority (the "Agreement") in the amount of \$5,234,158, which Agreement does not require a local match; and

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

Adopted this 17th day of August, 2021.

Sharon Trask, Chair

Sandy Tarzwell, Vice Chair

Cyndy Brehmeyer, Authority Member

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Wes Martin, Authority Member

Randy Neatherlin, Authority Member

Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

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

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

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 3 – *Actionable*
Subject: Operating Grant Agreement PTD0268
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: August 17, 2021

Background:

Attached is the Operating Grant Agreement PTD 0268 (“Agreement”) as a part of the Consolidated Grant Program relating to regional connections. MTA was awarded FTA 5311 federal funding for fixed route service in Mason County with connections to Kitsap, Thurston and Jefferson counties during the period July 1, 2021 through June 30, 2023.

Local funds in the amount of \$4,232,816 shall be committed to complete the project as set forth in the Agreement.

Legal Counsel has not had an opportunity to review this agreement due to date of receipt. Given that this is a standard agreement of WSDOT, staff has reviewed the agreement and finds it to be in order.

Summary: Approve Agreement PTD0268 between WSDOT and MTA for operating funds relating to fixed route service for the 2021-2023 biennium.

Fiscal Impact:

Revenue from Federal funds \$1,109,722
Local Funds: \$4,232,816

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2021-21 and the attached Agreement between WSDOT and MTA for the Consolidated Grant Program Operating Grant Agreement (Agreement#PTD0268).



WSDOT Contact: Elizabeth Safsten
WSDOT E-mail: SafsteE@wsdot.wa.gov
WSDOT Phone: 360-705-6885

Consolidated Grant Program Operating Grant Agreement			
Agreement Number	PTD0268	Contractor:	Mason County Public Transportation Benefit Area dba Mason Transit Authority 790 E Johns Prairie Shelton, WA 98584-1265
Term of Agreement	July 1, 2021 through June 30, 2023		
Vendor #	911554133		
CFDA #	20.509 5311 Formula Grants for Rural Areas and Tribal Transit		
DUNS	832544217		
Service Area	Mason, Kitsap, Thurston, and Jefferson Counties	Contact:	Amy asher
		Email:	aasher@masontransit.org

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled “Funding by Project” (hereinafter known as the “Project(s)”) which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
SCOPE OF WORK AND BUDGET

Funding by Project

Project Title: Regional Connections

UPIN # PTCO042

Scope of Work: Sustain regional fixed route service for the general public, people with special transportation needs, and express commuters routes in Mason County with connections to Kitsap, Thurston and Jefferson counties.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
FTA 5311	TBD	21%	\$ 1,109,722		\$ 1,109,722
Contractor's Funds	N/A	79%	\$ 4,232,816		\$ 4,232,816
Total Project Cost		100%	\$ 5,342,538	\$ -	\$ 5,342,538

Budget: *Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.*

Section 2

Purpose of Agreement

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

B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the CONTRACTOR will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

Section 3

Scope of Project

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

Section 4

Term of Agreement

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

Section 5

General Compliance Assurance

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is fully incorporated herein.

Section 6

Contractor's Share of Project Costs

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1, indicated as Contractor's Funds.

Section 7
Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 9 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Reports

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

B. This subsection applies only to projects that are receiving Transit Coordination, Tier, or Regional Mobility grant funds. In addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

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

Section 10

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 11

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 12

Ethics

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

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

Section 13

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 14
Environmental Requirements

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW “State Environmental Policy Act” (SEPA).

Section 15
Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

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

Section 16
Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR’s obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR’s expense. Project closeout will not alter the CONTRACTOR’s audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 17
Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 18
Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 19
Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Transit Projects and Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 19 – Coordination of Special Needs Transportation.

Section 20
Disputes

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 21
Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written

notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate

to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 22 Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 23 Lack of Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 24 Limitation of Liability

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION,

hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 25 Agreement Modifications

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

Section 26 WSDOT Advice

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

Section 27 Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 28 Subrogation

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 29
Counterparts**

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

**Section 30
Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 31
Severability**

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

**Section 32
Order of Precedence**

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

1. Federal law
2. Exhibit I, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. The Guidebook

**Section 33
Execution**

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

**Section 34
Binding Agreement**

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

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

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date

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

Recipient of federal assistance under 49 U.S.C. chapter 53 must submit annually or as part of its application for federal assistance. Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the most current approved Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>. The Certifications and Assurances are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the most current approved Master Agreement. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

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

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

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

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

2. Civil Rights

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

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

3. Disadvantaged Business Enterprises

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

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

4. ADA Access - The contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

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

RESOLUTION NO. 2021-21

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING OPERATING GRANT AGREEMENT PTD0268 AND
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.**

WHEREAS, Mason Transit Authority has received notification of the award of FTA 5311 Operating Grant funds in the amount of \$1,109,722 as a part of the Consolidated Grant Program through Washington State Department of Transportation; and

WHEREAS, Mason Transit Authority was awarded those FTA 5311 funds for certain operating expenses identified in the agreement relating to fixed route service during the 2021 through 2023 biennium;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Operating Grant Agreement PTD0268 between Washington State Department of Transportation and Mason Transit Authority (the "Agreement") in the total amount of \$5,342,538, of which \$4,232,816 shall be the required local match; and

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

Adopted this 17th day of August, 2021.

Sharon Trask, Chair

Sandy Tarzwell, Vice Chair

Cyndy Brehmeyer, Authority Member

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Wes Martin, Authority Member

Randy Neatherlin, Authority Member

Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

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

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

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 4 – *Actionable*
Subject: Operating Grant Agreement PTD0269
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: August 17, 2021

Background:

Attached is the Operating Grant Agreement PTD 0269 (“Agreement”) as a part of the Consolidated Grant Program relating to MTA’s demand response (Dial-A-Ride) transit services. MTA was awarded FTA 5311 federal funding for its demand response (Dial-A-Ride) service for the elderly, persons with special needs, low-income and general public in Mason County during the period July 1, 2021 through June 30, 2023.

Local funds in the amount of \$2,770,904 shall be committed to complete the project as set forth in the Agreement.

Legal Counsel has not had an opportunity to review this agreement due to date of receipt. Given that this is a standard agreement of WSDOT, staff has reviewed the agreement and finds it to be in order.

Summary: Approve Agreement PTD0269 between WSDOT and MTA for operating funds relating to its demand response service for the 2021-2023 biennium.

Fiscal Impact:

Revenue from Federal funds \$1,294,675
Local Funds: \$2,770,904

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2021-22 and the attached Agreement between WSDOT and MTA for the Consolidated Grant Program Operating Grant Agreement (Agreement#PTD0269).



WSDOT Contact: Elizabeth Safsten
WSDOT E-mail: SafsteE@wsdot.wa.gov
WSDOT Phone: 360-705-6885

Consolidated Grant Program Operating Grant Agreement			
Agreement Number	PTD0269	Contractor:	Mason County Public Transportation Benefit Area dba Mason Transit Authority 790 E Johns Prairie Shelton, WA 98584-1265
Term of Agreement	July 1, 2021 through June 30, 2023		
Vendor #	911554133		
CFDA #	20.509 5311 Formula Grants for Rural Areas and Tribal Transit		
DUNS	832544217		
Service Area	Mason County	Contact:	Amy Asher
		Email:	aasher@masontransit.org

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled “Funding by Project” (hereinafter known as the “Project(s)”) which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
SCOPE OF WORK AND BUDGET

Funding by Project

ProjectTitle: Demand Response

UPIN # PTCO043

Scope of Work: Sustain the Core Demand Response (Dial-A-Ride)transit services for the elderly, persons with special needs, low-income, and general public in Mason County.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
FTA 5311	TBD	32%	\$ 1,294,675		\$ 1,294,675
Contractor's Funds	N/A	68%	\$ 2,770,904		\$ 2,770,904
Total Project Cost		100%	\$ 4,065,579	\$ -	\$ 4,065,579

Budget: *Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.*

Section 2

Purpose of Agreement

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

B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the CONTRACTOR will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

Section 3

Scope of Project

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

Section 4

Term of Agreement

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

Section 5

General Compliance Assurance

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is fully incorporated herein.

Section 6

Contractor's Share of Project Costs

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1, indicated as Contractor's Funds.

Section 7
Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 9 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Reports

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

B. This subsection applies only to projects that are receiving Transit Coordination, Tier, or Regional Mobility grant funds. In addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

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

Section 10

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 11

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 12

Ethics

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

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

Section 13

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 14
Environmental Requirements

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW “State Environmental Policy Act” (SEPA).

Section 15
Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

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

Section 16
Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR’s obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR’s expense. Project closeout will not alter the CONTRACTOR’s audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 17
Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 18
Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 19
Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Transit Projects and Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 19 – Coordination of Special Needs Transportation.

Section 20
Disputes

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 21
Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written

notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate

to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 22 Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 23 Lack of Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 24 Limitation of Liability

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION,

hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 25 Agreement Modifications

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

Section 26 WSDOT Advice

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

Section 27 Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 28 Subrogation

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 29
Counterparts**

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

**Section 30
Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 31
Severability**

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

**Section 32
Order of Precedence**

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

1. Federal law
2. Exhibit I, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. The Guidebook

**Section 33
Execution**

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

**Section 34
Binding Agreement**

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

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

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date

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

Recipient of federal assistance under 49 U.S.C. chapter 53 must submit annually or as part of its application for federal assistance. Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the most current approved Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>. The Certifications and Assurances are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the most current approved Master Agreement. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

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

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

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

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

2. Civil Rights

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

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

3. Disadvantaged Business Enterprises

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

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

4. ADA Access - The contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

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

RESOLUTION NO. 2021-22

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING OPERATING GRANT AGREEMENT PTD0269 AND
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.**

WHEREAS, Mason Transit Authority has received notification of the award of FTA 5311 Operating Grant funds in the amount of \$1,294,675 as a part of the Consolidated Grant Program through Washington State Department of Transportation; and

WHEREAS, Mason Transit Authority was awarded those FTA 5311 funds for certain operating expenses identified in the agreement relating to demand response (Dial-A-Ride) service during the 2021 through 2023 biennium;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Operating Grant Agreement PTD0269 between Washington State Department of Transportation and Mason Transit Authority (the "Agreement") in the total amount of \$4,065,579, of which \$2,770,904 shall be the required local match; and

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

Adopted this 17th day of August, 2021.

Sharon Trask, Chair

Sandy Tarzwell, Vice Chair

Cyndy Brehmeyer, Authority Member

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Wes Martin, Authority Member

Randy Neatherlin, Authority Member

Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

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

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

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 5 – *Actionable*
Subject: Operating Grant Agreement PTD0270
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: August 17, 2021

Background:

Attached is the Operating Grant Agreement PTD 0270 (“Agreement”) as a part of the Consolidated Grant Program relating to MTA’s core zone deviated fixed-route service. MTA was awarded FTA 5311 federal funding for its core zone deviated fixed-route service for the general public and those with special needs in Mason County during the period July 1, 2021 through June 30, 2023.

Local funds in the amount of \$1,078,397 shall be committed to complete the project as set forth in the Agreement.

Legal Counsel has not had an opportunity to review this agreement due to date of receipt. Given that this is a standard agreement of WSDOT, staff has reviewed the agreement and finds it to be in order.

Summary: Approve Agreement PTD0270 between WSDOT and MTA for operating funds relating to its core zone deviated fixed-route service for the 2021-2023 biennium.

Fiscal Impact:

Revenue from Federal funds \$525,658
Local Funds: \$1,078,397

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2021-23 and the attached Agreement between WSDOT and MTA for the Consolidated Grant Program Operating Grant Agreement (Agreement#PTD0270).



WSDOT Contact: Elizabeth Safsten
WSDOT E-mail: SafsteE@wsdot.wa.gov
WSDOT Phone: 360-705-6885

Consolidated Grant Program Operating Grant Agreement			
Agreement Number	PTD0270	Contractor:	Mason County Public Transportation Benefit Area dba Mason Transit Authority 790 E Johns Prairie Shelton, WA 98584-1265
Term of Agreement	July 1, 2021 through June 30, 2023		
Vendor #	911554133		
CFDA #	20.509 5311 Formula Grants for Rural Areas and Tribal Transit		
DUNS	832544217		
Service Area	Mason County	Contact:	Amy Asher
		Email:	aasher@masontransit.org

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled “Funding by Project” (hereinafter known as the “Project(s)”) which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
SCOPE OF WORK AND BUDGET

Funding by Project

ProjectTitle: Zone (Deviated) Fixed Route

UPIN # PTCO044

Scope of Work: Sustain core zone deviated fixed-route service for the general public and those with special needs in Mason County.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
FTA 5311	TBD	33%	\$ 525,658		\$ 525,658
Contractor's Funds	N/A	67%	\$ 1,078,397		\$ 1,078,397
Total Project Cost		100%	\$ 1,604,055	\$ -	\$ 1,604,055

Budget: *Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.*

Section 2

Purpose of Agreement

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

B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the CONTRACTOR will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

Section 3

Scope of Project

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

Section 4

Term of Agreement

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

Section 5

General Compliance Assurance

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is fully incorporated herein.

Section 6

Contractor's Share of Project Costs

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1, indicated as Contractor's Funds.

Section 7
Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 9 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Reports

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

B. This subsection applies only to projects that are receiving Transit Coordination, Tier, or Regional Mobility grant funds. In addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

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

Section 10

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 11

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 12

Ethics

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

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

Section 13

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 14
Environmental Requirements

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW “State Environmental Policy Act” (SEPA).

Section 15
Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

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

Section 16
Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR’s obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR’s expense. Project closeout will not alter the CONTRACTOR’s audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 17
Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 18
Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 19
Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Transit Projects and Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 19 – Coordination of Special Needs Transportation.

Section 20
Disputes

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 21
Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written

notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate

to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 22 Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 23 Lack of Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 24 Limitation of Liability

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION,

hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 25 Agreement Modifications

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

Section 26 WSDOT Advice

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

Section 27 Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 28 Subrogation

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 29
Counterparts

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

Section 30
Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 31
Severability

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

Section 32
Order of Precedence

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

1. Federal law
2. Exhibit I, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. The Guidebook

Section 33
Execution

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

Section 34
Binding Agreement

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

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

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date

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

Recipient of federal assistance under 49 U.S.C. chapter 53 must submit annually or as part of its application for federal assistance. Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the most current approved Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>. The Certifications and Assurances are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the most current approved Master Agreement. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

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

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

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

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

2. Civil Rights

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

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

3. Disadvantaged Business Enterprises

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

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

4. ADA Access - The contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

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

RESOLUTION NO. 2021-23

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING OPERATING GRANT AGREEMENT PTD0270 AND
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.**

WHEREAS, Mason Transit Authority has received notification of the award of FTA 5311 Operating Grant funds in the amount of \$525,658 as a part of the Consolidated Grant Program through Washington State Department of Transportation; and

WHEREAS, Mason Transit Authority was awarded those FTA 5311 funds for certain operating expenses identified in the agreement relating to core zone deviated fixed-route service during the 2021 through 2023 biennium;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Operating Grant Agreement PTD0270 between Washington State Department of Transportation and Mason Transit Authority (the "Agreement") in the total amount of \$1,604,055, of which \$1,078,397 shall be the required local match; and

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

Adopted this 17th day of August, 2021.

Sharon Trask, Chair

Sandy Tarzwell, Vice Chair

Cyndy Brehmeyer, Authority Member

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Wes Martin, Authority Member

Randy Neatherlin, Authority Member

Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

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

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

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 6 – *Actionable*
Subject: Construction Change Directive 3 for Park and Ride Projects
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: August 17, 2021

Background:

The General Manager has authority up to \$25,000 to approve change orders. Mason Transit has received a construction change directive in the amount of \$29,404.74 which has been approved by SCJ Alliance relating to modifying and adding additional conduit to provide a separated run for Hood Canal Communications low voltage equipment at Belfair, Cole Road and Pickering park and ride lots and updating the car charging base detail.

Summary: Approve Construction Change Directive No. 003 and authorize General Manager to sign.

Fiscal Impact:

\$29,404.74

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approves Resolution No. 2021-24 that approves Construction Change Directive 003 and authorizes the General Manager to sign that Construction Change Directive.

MTA Park and Ride Construction Project
Mason Transit Authority

Construction Change Directive: 003

May 14, 2021

Contract Modification:

The Contractor is hereby directed to make the following change(s) to the Work:

- 1. Modify and add additional conduit to provide a separated run for Hood Canal Communications low voltage equipment at Belfair, Cole Road, and Pickering.
- 2. Updated car charging base detail

Attachments:

- 1. Rognlin's Cost Breakdown

PROPOSED CONTRACT ADJUSTMENTS:

The contract sum will be adjusted on the following basis:

Lump Sum (increase) (~~decrease~~) per attached Rognlin's breakdown:


As follows: Time and Materials:

The contract time will:

Remain unchanged:

(Increase) (Decrease) by _____ days

When issued by the Engineer and approved by the District, this document shall serve as authorization to proceed with the Work as described above. When the actual adjustments to the Contract Sum and/or Contract Time are agreed to by the Engineer, District, and Contractor, this Work shall be added to the Contract by Change Order.

Issued By:  Date: 8/9/21
SCJ Alliance

Approved By: _____ Date: _____
Mason Transit Authority

Signature below indicates the Contractor's acknowledgement of the direction to proceed with the Work immediately. Signature also indicates the Contractor agrees with the proposed method of adjustment in the Contract Sum and Contract Time.

Accepted By: _____ Date: _____
Rognlin's, Inc.

**CHANGE ORDER
003**

OWNER Mason Transit Authority
ENGINEER SCJ Alliance
CONTRACTOR Rognlin's Inc.
FIELD
OTHER

PROJECT:
MTA Park and Ride Construction Project
Belfair Park and Ride
Belfair, WA

CHANGE ORDER NO.: 003
DATE: May 14, 2021
ENGINEER'S PROJECT NO.: 738.05

TO CONTRACTOR:
Rognlin's, Inc,
321 W. State Street
Aberdeen, WA 98520

The Contract is changed as follows:

See attached detailed listing for CCD 003 \$29,404.74

Total Change Order # 003 \$29,404.74

This change order provides for all compensation arising directly or indirectly for this work including money, time and impact compensation

Not valid until signed by the Owner, Engineer, and Contractor.

The (Contract Sum) (~~Guaranteed maximum Price~~) prior to this Change Order was \$3,937,291.97
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (decreased) \$29,404.74
(unchanged) by this Change Order in the amount of
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$3,966,696.71

The Contract Time will be (increased) (decreased) (unchanged) by zero calendar (-0-) days.
The date of Substantial Completion as of the date of this Change Order therefore is: TBD

NOTE: This summary does not reflect changes in the Contract sum, Contract Time or Guaranteed Maximum Price which will have been authorized by Construction Change Directive.

ENGINEER
SCJ Alliance
8730 Tallon Lane NE, Suite 200
Lacey, WA 98516

CONTRACTOR
Rognlin's, Inc,
321 W. State Street
Aberdeen, WA 98520

OWNER
Mason Transit Authority
790 East Johns Prairie Road
Shelton, WA 98584

BY 

DATE 8/9/21



321 West State Street
 P.O. Box 307
 Aberdeen, WA. 98520
 Phone (360) 532-5220
 Fax (360) 532-5761

**Mason Transit Authority
 Park & Ride Project
 COP #03
 Isolate Low Voltage Belfair Site**

Scope of Work:

Install 17 new HDPE handholes and 1" PVC from handholes to poles. This is to provide isolation of the low voltage communication wire from the power wires. Also need to vac pole base holes that have been sitting open and sluffing while resolving this. Rognlin's to provide electrical trenching and backfill.

Labor

	Base Hourly Wage Rate			
Operating Engineer Foreman	4	Hrs. @	\$84.55	\$338.20
Laborer Foreman	0	Hrs. @	\$65.50	\$0.00
Laborer	10	Hrs. @	\$62.09	\$620.90
Flagger	0	Hrs. @	\$52.97	\$0.00
Carpenter Foreman	0	Hrs. @	\$80.91	\$0.00
Carpenter	0	Hrs. @	\$75.56	\$0.00
Truck Driver	0	Hrs. @	\$72.71	\$0.00
Operating Engineer	20	Hrs. @	\$80.56	\$1,611.20
			<i>Labor Subtotal</i>	<u>\$2,570.30</u>
			<i>Overhead and Profit on Labor @ 31%</i>	\$796.79
			Labor Total	\$3,367.09

Equipment

85 Excavator	10	Hrs. @	\$55.16	\$551.60
544 Loader	0	Hrs. @	\$54.21	\$0.00
5 CY Dump Truck	0	Hrs. @	\$49.46	\$0.00
Vactor Truck	10	Hrs. @	\$150.00	\$1,500.00
	0	Day @	\$0.00	\$0.00
			<i>Equipment Subtotal</i>	<u>\$2,051.60</u>
			<i>Overhead and Profit on Equipment @ 21%</i>	\$430.84
			Equipment Total	\$2,482.44

Materials

\$0.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00

Material Use Tax @ 8.5%

	\$0.00
<i>Materials Subtotal</i>	<u>\$0.00</u>
<i>Overhead and Profit on Materials @ 21%</i>	<u>\$0.00</u>
Material Total	\$0.00

Special Svcs.

	\$0.00
<i>Special Services Subtotal</i>	<u>\$0.00</u>
<i>Overhead and Profit on Special Services @ 21%</i>	<u>\$0.00</u>
Special Services Total	\$0.00

Subcontractors

Betschart	\$11,569.79
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	<u>\$0.00</u>
<i>Subcontractor Subtotal</i>	<u>\$11,569.79</u>
<i>Overhead and Profit on Subcontractors Work @ 12%</i>	<u>\$1,388.37</u>
Subcontractor Total	\$12,958.16

Exclusions: Permits, engineering, special inspection, traffic control, asbestos or other abatement, contaminated soil or water handling and/or disposal.

COP Total \$18,807.69

Time Extension Requested: 0 Days

DOES NOT INCLUDE WA. STATE SALES TAX



321 West State Street
 P.O. Box 307
 Aberdeen, WA. 98520
 Phone (360) 532-5220
 Fax (360) 532-5761

**Mason Transit Authority
 Park & Ride Project
 COP #04
 Isolate Low Voltage Pickering Site**

Scope of Work:

Install 14 new HDPE handholes and 1" PVC from handholes to poles. This is to provide isolation of the low voltage communication wire from the power wires. Rognlin's to provide electrical trenching and backfill.

Labor

	Base Hourly Wage Rate			
Operating Engineer Foreman	1	Hrs. @	\$84.55	\$84.55
Laborer Foreman	0	Hrs. @	\$65.50	\$0.00
Laborer	3	Hrs. @	\$62.09	\$186.27
Flagger	0	Hrs. @	\$52.97	\$0.00
Carpenter Foreman	0	Hrs. @	\$80.91	\$0.00
Carpenter	0	Hrs. @	\$75.56	\$0.00
Truck Driver	0	Hrs. @	\$72.71	\$0.00
Operating Engineer	3	Hrs. @	\$80.56	\$241.68
			<i>Labor Subtotal</i>	\$512.50
			<i>Overhead and Profit on Labor @ 31%</i>	\$158.88
			Labor Total	\$671.38

Equipment

85 Excavator	3	Hrs. @	\$55.16	\$165.48
544 Loader	0	Hrs. @	\$54.21	\$0.00
5 CY Dump Truck	0	Hrs. @	\$49.46	\$0.00
Vactor Truck	0	Hrs. @	\$150.00	\$0.00
	0	Day @	\$0.00	\$0.00
			<i>Equipment Subtotal</i>	\$165.48
			<i>Overhead and Profit on Equipment @ 21%</i>	\$34.75
			Equipment Total	\$200.23

Materials

\$0.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00

Material Use Tax @ 8.5%

	\$0.00
<i>Materials Subtotal</i>	<u>\$0.00</u>
<i>Overhead and Profit on Materials @ 21%</i>	<u>\$0.00</u>
Material Total	\$0.00

Special Svcs.

	\$0.00
<i>Special Services Subtotal</i>	<u>\$0.00</u>
<i>Overhead and Profit on Special Services @ 21%</i>	<u>\$0.00</u>
Special Services Total	\$0.00

Subcontractors

Betschart	\$5,817.33
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	<u>\$0.00</u>
<i>Subcontractor Subtotal</i>	<u>\$5,817.33</u>
<i>Overhead and Profit on Subcontractors Work @ 12%</i>	<u>\$698.08</u>
Subcontractor Total	\$6,515.41

Exclusions: Permits, engineering, special inspection, traffic control, asbestos or other abatement, contaminated soil or water handling and/or disposal.

COP Total \$7,387.02

Time Extension Requested: 0 Days

DOES NOT INCLUDE WA. STATE SALES TAX



321 West State Street
 P.O. Box 307
 Aberdeen, WA. 98520
 Phone (360) 532-5220
 Fax (360) 532-5761

**Mason Transit Authority
 Park & Ride Project
 COP #05
 Isolate Low Voltage Cole Rd. Site**

Scope of Work:

Install 2 new HDPE handholes and 1" PVC from handholes to poles. This is to provide isolation of the low voltage communication wire from the power wires. Rognlin's to provide electrical trenching and backfill.

Labor

	Base Hourly Wage Rate			
Operating Engineer Foreman	0	Hrs. @	\$84.55	\$0.00
Laborer Foreman	0	Hrs. @	\$65.50	\$0.00
Laborer	0.5	Hrs. @	\$62.09	\$31.05
Flagger	0	Hrs. @	\$52.97	\$0.00
Carpenter Foreman	0	Hrs. @	\$80.91	\$0.00
Carpenter	0	Hrs. @	\$75.56	\$0.00
Truck Driver	0	Hrs. @	\$72.71	\$0.00
Operating Engineer	0.5	Hrs. @	\$80.56	\$40.28
			<i>Labor Subtotal</i>	\$71.33
			<i>Overhead and Profit on Labor @ 31%</i>	\$22.11
			Labor Total	\$93.44

Equipment

85 Excavator	0.5	Hrs. @	\$55.16	\$27.58
544 Loader	0	Hrs. @	\$54.21	\$0.00
5 CY Dump Truck	0	Hrs. @	\$49.46	\$0.00
Vactor Truck	0	Hrs. @	\$150.00	\$0.00
	0	Day @	\$0.00	\$0.00
			<i>Equipment Subtotal</i>	\$27.58
			<i>Overhead and Profit on Equipment @ 21%</i>	\$5.79
			Equipment Total	\$33.37

Materials

\$0.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00

Material Use Tax @ 8.5%

	\$0.00
<i>Materials Subtotal</i>	<u>\$0.00</u>
<i>Overhead and Profit on Materials @ 21%</i>	<u>\$0.00</u>
Material Total	\$0.00

Special Svcs.

	\$0.00
<i>Special Services Subtotal</i>	<u>\$0.00</u>
<i>Overhead and Profit on Special Services @ 21%</i>	<u>\$0.00</u>
Special Services Total	\$0.00

Subcontractors

Betschart	\$831.05
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	<u>\$0.00</u>
<i>Subcontractor Subtotal</i>	<u>\$831.05</u>
<i>Overhead and Profit on Subcontractors Work @ 12%</i>	<u>\$99.73</u>
Subcontractor Total	\$930.78

Exclusions: Permits, engineering, special inspection, traffic control, asbestos or other abatement, contaminated soil or water handling and/or disposal.

COP Total \$1,057.58

Time Extension Requested: 0 Days

DOES NOT INCLUDE WA. STATE SALES TAX



321 West State Street
 P.O. Box 307
 Aberdeen, WA. 98520
 Phone (360) 532-5220
 Fax (360) 532-5761

**Mason Transit Authority
 Park & Ride Project
 COP #08
 RFI #29 Charging Station Foundation**

Scope of Work:

Install foundation for one vehicle charging station (two outlet) near handicap stalls per detail emailed 4/26/21. Foundation is to be 2' X 2' X 2'. Drill & epoxy all-thread for anchor bolts.

Labor

	Base Hourly Wage Rate			
Operating Engineer Foreman	0	Hrs. @	\$84.55	\$0.00
Laborer Foreman	0	Hrs. @	\$65.50	\$0.00
Laborer	2	Hrs. @	\$62.09	\$124.18
Flagger	0	Hrs. @	\$52.97	\$0.00
Carpenter Foreman	0	Hrs. @	\$80.91	\$0.00
Carpenter	8	Hrs. @	\$75.56	\$604.48
Truck Driver	0	Hrs. @	\$72.71	\$0.00
Operating Engineer	2	Hrs. @	\$80.56	\$161.12
			<i>Labor Subtotal</i>	\$889.78
			<i>Overhead and Profit on Labor @ 31%</i>	\$275.83
			Labor Total	\$1,165.61

Equipment

85 Excavator	2	Hrs. @	\$55.16	\$110.32
544 Loader	0	Hrs. @	\$54.21	\$0.00
5 CY Dump Truck	0	Hrs. @	\$49.46	\$0.00
160 Excavator	0	Hrs. @	\$95.92	\$0.00
	0	Day @	\$0.00	\$0.00
			<i>Equipment Subtotal</i>	\$110.32
			<i>Overhead and Profit on Equipment @ 21%</i>	\$23.17
			Equipment Total	\$133.49

Materials

Concrete (Short Load)	1	LS	\$400.00	\$400.00
Epoxy, all-thread, form materials	1	LS	\$250.00	\$250.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Material Use Tax @ 8.5%

	\$55.25
<i>Materials Subtotal</i>	<u>\$705.25</u>
<i>Overhead and Profit on Materials @ 21%</i>	<u>\$148.10</u>
Material Total	\$853.35

Special Svcs.

	\$0.00
<i>Special Services Subtotal</i>	<u>\$0.00</u>
<i>Overhead and Profit on Special Services @ 21%</i>	<u>\$0.00</u>
Special Services Total	\$0.00

Subcontractors

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
<i>Subcontractor Subtotal</i>	<u>\$0.00</u>
<i>Overhead and Profit on Subcontractors Work @ 12%</i>	<u>\$0.00</u>
Subcontractor Total	\$0.00

Exclusions: Permits, engineering, special inspection, traffic control, asbestos or other abatement, contaminated soil or water handling and/or disposal, and utility fees.

COP Total \$2,152.45

Time Extension Requested: 0 Days

DOES NOT INCLUDE WA. STATE SALES TAX

RESOLUTION NO. 2021-24

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING CONSTRUCTION CHANGE DIRECTIVE 003 TO THE
AGREEMENT BETWEEN MTA AND ROGNLIN'S INC. EFFECTIVE AUGUST
18, 2020 AND AUTHORIZING THE GENERAL MANAGER TO SIGN THAT
CHANGE ORDER.**

WHEREAS, Mason Transit Authority has received Construction Change Directive 003 to the Agreement between MTA and Roglin's, Inc. effective August 18, 2020 with changes approved by SCJ Alliance;

WHEREAS, the changes identified in Construction Change Directive 003 relate to modifying and adding additional conduit to provide a separated run for Hood Canal Communications low voltage equipment at Belfair, Cole Road and Pickering Park and Ride lots, as well as updated car charging base detail; and

WHEREAS, these changes were as a result of a need to run low voltage separate from high voltage lines that cannot share the same junction box;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Construction Change Directive 003 in the amount of \$29,404.74; and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign Construction Change Directive 003.

Adopted this 17th day of August, 2021.

Sharon Trask, Chair

Sandy Tarzwell, Vice Chair

Cyndy Brehmeyer, Authority Member

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Wes Martin, Authority Member

Randy Neatherlin, Authority Member

Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

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

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

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Report – Item 1 – *Informational*
Subject: Financial Reports – July 2021
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: August 17, 2021

Summary for Informational Purposes:

Included is the financial performance for July 2021 Financial Reports.

Highlights:

Sales Tax Revenue

Sales tax revenue for May 2021 (received July 30, 2021) was \$604,875, 14% higher than May 2020.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 58.3% (7/12) of the budget through the end of the year. Total YTD Revenue is over budget at 77.2%. Total YTD Operating Expenses are under budget at 49.2%.

- The agency has spent \$7,173 in COVID-19 related expenditures YTD.
- The agency received an award of \$2,236,339 in Sales Tax Equalization (Rural Mobility Transit Formula) funds to be spent in the period July 1, 2021-June 30, 2022. These funds were applied to the three operating projects (In-county, Out of County and Demand Response), distributed by % of miles driven for each project.
- The Capital Project Reserves has been reduced by the amount of funds transferred from the investment account in the past two months while we await reimbursement on park and ride and capital fleet expenses. Transfers from the Investment Account were replaced on 8/6/2021.
- There are \$261,000 of park and ride expenses incurred prior to June 30, 2021 a timing outcome of the continuing progress of the Belfair park and ride complex. These expenses aren't allowable against the balance of park and ride funds available effective July 1, 2021-June 30, 2023. Currently negotiating with WSDOT to determine if expenses can be submitted against the CARES Act grant which provides for the use of capital expenses that support operations, opposed to being covered from local funds. An update will be provided when known.

Fiscal Impact:

July's fiscal impact reflects total revenues of \$672,891 and operating expenses of \$508,414 for a net income of \$164,477.

Mason Transit Authority Statement of Financial Activities

% through the year: 58.3%

August 2021 Board Report

July Statement of Financial Activities	July Actual	2021 YTD Actual	2021 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares	\$ 3,074	\$ 20,254	\$ 32,500		62.3%
PSNS Worker/Driver & Vanpool Fares	8,344	73,136	150,500		48.6%
Total Operating Revenue (Fares)	11,418	93,390	183,000		51.0%
Sales Tax	366,369	3,431,362	4,054,264	(1)	84.6%
Operating Grants	280,304	2,143,296	2,992,852	(2)	71.6%
Rental Income	12,220	80,612	144,180		55.9%
Investment Income	675	7,214	50,000		14.4%
Other Non-operating Revenue	1,906	19,860	53,410	(3)	37.2%
Total Revenue	672,891	5,775,734	7,477,706		77.2%
Expenses					
Wages and Benefits	385,445	2,779,343	5,474,061		50.8%
Contracted services	30,716	202,104	346,332		58.4%
Fuel	29,728	178,381	300,750	(4)	59.3%
Vehicle/Facility Repair & Maintenance	17,428	99,584	265,752		37.5%
Insurance	15,821	110,749	210,364		52.6%
Intergovernmental - Audit Fees	-	-	38,000		0.0%
Rent - Facilities and Park & Ride	3,417	23,955	42,500		56.4%
Utilities	14,200	92,721	158,839		58.4%
Supplies & Small Equipment	5,195	60,710	226,590	(5)	26.8%
Training & Meetings	191	6,421	39,935		16.1%
Other operating expenses	6,274	89,533	307,808	(6)	29.1%
Total Operating Expenses	508,414	3,643,500	7,410,931		49.2%
Net Income (Deficit) from Operations	\$ 164,477	\$ 2,132,234	\$ 66,775		

NOTES

(1)	Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the Percentage of Budget used.
(2)	Operating grant revenue equals Q1-21 & Q2 actuals plus July accrual.
(3)	Includes LMTAAA Volunteer program revenue - \$13,130; Volunteer Donations - \$1,058; Sale of Maintenance Services - \$766; Community Van - \$0; Gain/Loss on Disp. of Asset - \$1,845; Sales Tax Interest Income - \$1,727; Insurance Recoveries - \$586.
(4)	Average diesel price per gallon year to date is \$2.28 up 28% over July 2020 . Average gasoline price per gallon year to date is \$3.08 up 36% over July 2020.
(5)	Printing- \$5,499; Cleaning/Sanitation/Safety supplies - \$12,003; Office Supplies - \$4,041; Shop Supplies - \$6,337; Small Tools & Equipment - \$3,291; IT Equipment - \$8713; Communications Equipment \$4,645; Small Equipment & Furniture - \$6,796; plus other misc supplies and small equipment.
(6)	Includes budget line items from Unemployment Insurance, Advertising/Promotion, Volunteer Driver Reimbursement, Dues, Memberships, and Subscriptions. Expenses through the year include: Volunteer Driver Program reimbursements - \$10,641 Advertising - \$44,466; Merchant/Credit Card fees - \$2,300; Dues, Memberships, Subscriptions - \$24,722; Operating Supplies - \$2,757; Unemployment Insurance - \$2,739; plus other misc. operating expenses.

Mason Transit Authority Cash and Investments

August 2021 Board Report

Cash Balances

	6/30/2021	7/31/2021	Change
Cash - MC Treasurer	\$ 2,179,503.91	\$ 1,655,012.79	\$ (524,491.12)
Investments - MC Treasurer	10,500,000.00	9,500,000.00	(1,000,000.00)
Payroll - ACH Columbia Bank	193,857.54	\$ 190,151.29	\$ (3,706.25)
Petty Cash/Cash Drawers	500.00	500.00	\$ -
TOTAL	\$ 12,873,861.45	\$ 11,345,664.08	\$ (1,528,197.37)

***\$2,500,000 back to Investment account 8/6/2021

Cash Encumbrances

Grant Related:

Purchase two coaches. Received award of \$468,636 - 5339 Fed 25% Match. \$ 564,416
 Encumbered funds to be used for the match and balance exceeding the award amount.

Purchase 1-35' coach and 6 cutaways. State vs. Fed. \$ TBD 25% match 317,381

Total Grant Match 881,797

Reserves:

Total Grant Match	881,797
General Leave Liability (Vacation/Sick)	217,575
Emergency Operating Reserves	2,000,000
Facility Repair Reserve	150,000
Emergency/Insurance Reserves	100,000
Future Operating Reserves	3,900,000
Capital Project Reserves ¹ /Park and Ride Projects	2,000,000
Fuel Reserves	120,000
IT Investments	60,000
Total Encumbered	<u>\$ 9,429,372</u>

Total of Cash	\$ 11,345,664.08
Less Encumbrances	<u>9,429,371.82</u>
Undesignated Cash Balance Total (Including Reserves)	1,916,292.26
Investments - MC Treasurer (Reserves)	9,500,000.00
Less Encumbrances	<u>9,429,371.82</u>
Undesignated Cash Reserves	\$ 70,628.18

Sales Tax Revenue received in excess of the budgeted amount will be reserved in Capital Project Reserves.

Mason Transit Authority Capital Budget

August 2021 Board Report
As of July 31, 2021

Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Costs to Date	Purpose
Park & Ride Development - 2015-2023 RMG Funds	10,522,500	9,335,000	1,187,500	-	3,500,980	8,277,431	Construct or improve 5 park & rides throughout county.
Radich building roof repair- Replaced with Wheel End Hoists.	40,000	40,000	6,209	-	46,209	46,209	Project funded by Rural Mobility Formula Funds (sales tax equalization). Will seek grant or dedicate sales tax equalization funds to upgrade wiring and other improvements to the Radich Building.
Radich Building improvements	100,000	-	-	100,000	-	-	Project funded by Rural Mobility Formula Funds (sales tax equalization).
Scissor Lift - TCC	17,300	17,300	261	-	17,561	17,561	Project funded by Rural Mobility Formula Funds (sales tax equalization).
Utility Trailer	5,000	-	5,000	-	2,795	2,795	Maintenance
HVAC Units at JP	50,000	-	-	50,000	-	-	Replace units in Buildings 1 and 2
IT Equipment	50,000	-	50,000	-	69,145	69,145	New IT switches and firewalls.
Phone System	75,000	-	75,000	-	13,719	13,719	Phone system upgrades to be completed not more than \$20,000. Unspent budget to offset IT Equipment network upgrades and install.
TCC Customer Service Office Remodel	50,000	-	-	50,000	-	-	Contingent on future sales tax equalization.
TCC Generator	100,000	-	-	100,000	-	-	Contingent on future sales tax equalization.
Fax Machine	8,000	-	8,000	-	-	-	Will not be used. Implemented cloud based eFax service.
Admin Office - Furniture and Fixtures	20,000	-	20,000	-	7,327	-	Budgeted for 4, purchased 3 workstations admin staff
Admin Office	55,000	-	55,000	-	-	-	Build walls for offices in admin area at T-CC
Total Misc Capital Projects	11,092,800	9,392,300	1,406,970	300,000	3,657,736	8,426,860	
2 - 35' Coaches	1,033,052	468,636	564,416	-	1,025,958	1,025,958	Pending issuance of FTA/WSDOT contract to submit for reimbursement.
1 - 35' Coach; 6 - Cutaways	1,269,526	952,145	317,381	-	-	-	Contingent on grant application being awarded. AWARD SUCCESSFUL 05/2021
Mini Cutaway	96,650	96,650	-	-	92,275	92,275	Expansion vehicle; funded by Rural Mobility Formula Funds (sales tax equalization).
Total Vehicle Replacements	2,399,228	1,517,431	881,797	-	1,118,233	1,118,233	
Total Capital Projects	\$ 13,492,028	\$ 10,909,731	\$ 2,288,767	\$ 300,000	\$ 4,775,969	\$ 9,545,093	

Capital Project Reserves - \$2,000,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

Mason Transit Authority Sales Tax Receipts

August 2021 Board Report

Sales Tax Collected as of 7/30/2021 for 05/31/2021

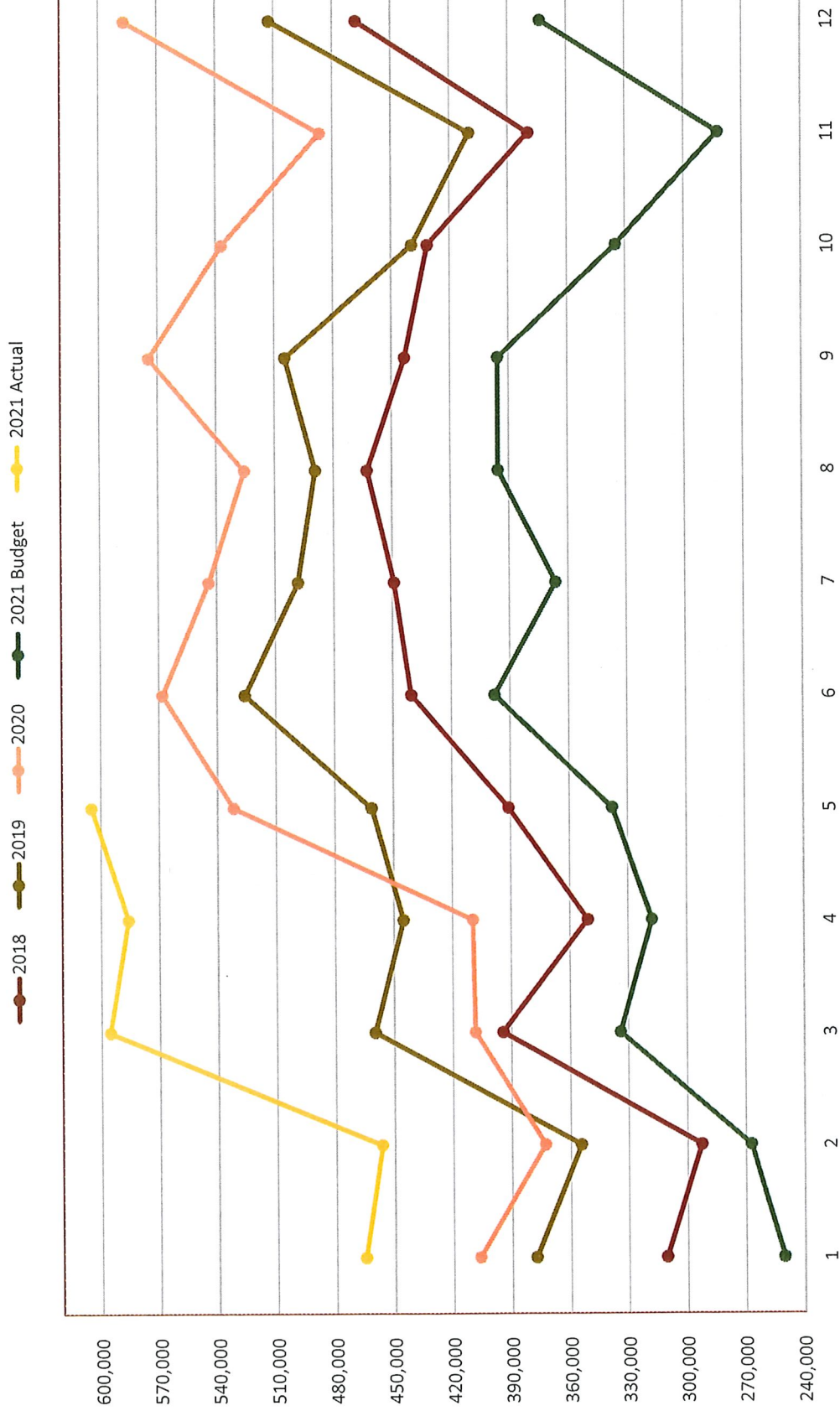
Monthly Cash-Flow Trend (January - December)

	2018	2019	2020	2021 Budget	2021 Actual	2020 Budget Variance	% Change 2020 - 2021 Actual
January	310,547	377,689	406,391	250,512	464,970	86%	14%
February	292,604	354,467	372,932	267,297	456,479	71%	22%
March	394,293	459,822	408,506	334,132	595,307	78%	46%
April	350,586	445,171	409,532	317,834	585,816	84%	43%
May	391,052	461,236	531,711	337,957	604,875	79%	14%
June	440,606	525,839	568,045	397,996			
July	449,080	498,248	543,942	366,369			
August	462,622	489,291	525,644	395,696			
September	443,327	504,696	574,589	395,670			
October	431,530	439,534	536,963	334,940			
November	379,605	409,930	486,561	282,327			
December	467,960	512,346	586,883	373,534			
	4,813,813	5,478,270	5,951,698	4,054,264	2,707,447		

Budget Variance Average - YTD 80%

% Change 2020 vs 2021 Actual Average - YTD 28%

Monthly Sales Tax Trend



Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Report Item 2 – *Informational*

Subject: Management Reports

Prepared by: Tracy Becht, Executive Assistant

Approved by: Amy Asher, General Manager

Date: August 17, 2021

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board August 17, 2021

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board August 17, 2021

GENERAL MANAGER'S REPORT

General Manager Report:

Park & Ride Development:

- Ribbon cutting for Pear Orchard Park and Ride held August 4th, 2021 with approximately 25 community members in attendance.
- Belfair: Toured the Belfair Park and Ride and facility July 30th with Maintenance Manager. The building shell is complete with studs still visible. Met with our IT and Facilities staff to discuss security and technology related needs inside the building while everything is still accessible.
- Please see the Park and Ride report from Maintenance for information.

WSTIP:

- Met with Tracey Christianson with WSTIP to discuss facility insurance. She will be reviewing our lease agreements to ensure we are asking our leaseholders for adequate coverage when we are named as an additional insured.

WSTA/SMTA:

- Participated in weekly SMTA and WSTA coordination calls with other General Managers from around the state.

Webinars:

Attended the following webinars:

- FTA Listening Session series on Restoring Ridership.
- Part 1 of 2: Summit Law webinar on vaccine mandates.

External Activities:

- Met with EDC Director.
- Began meeting with MTA Board members.
- Met with Family ESS Director.
- Held public hearings for the TDP on July 29 and August 9.
- Attended EDC Business Appreciation Event.

Internal Activities:

- Coordination with IT and Administrative Services Staff on cyber security options to implement in light of increased insurance costs.
- Participated in monthly safety committee meeting.
- Reviewed capital projects with Facilities and Maintenance Manager for inclusion in the STIP and TDP.
- Reviewed audio/visual options for continued hybrid meetings in the TCC Conference Room.
- Begin review of EV Charging Station billing options and initiate activation.
- Participated in employee interview for Accounting Coordinator position.

TEAM UPDATES

ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

HR Support:

- Interviewed candidates for Accounting Coordinator position. Performed a second team interview with a candidate resulting in a hire. I am pleased to announce Jenna Reboin has joined the Admin Services team on August 16, 2021.
- We have several individuals out on extended leave right now. Providing guidance on leave, pay, etc.
- Attended monthly Safety Committee meeting.
- Beginning process to perform wage analysis for positions across the agency for 2022 budget season, including upcoming Drivers third year contract wage negotiations.
- Providing information to staff regarding Long Term Care coverage and the optional plan being offered by AWC & Trustmark as an option to the WA CARES FUND.
- Launched next Drivers Class recruitment for a start date of October 19.

Administrative Services Support

- The audit is moving along swiftly with no issues reported to date. Areas of focus include Financial review, Construction in Progress for Park and Ride projects, Procurement, Public Works change orders, Surplus, Payroll, ACH/EFT controls. The Federal Single audit was focused on Federal Bus and Bus Facilities dollars for the two Hybrid, two 40' coaches and 9 cutaways received in 2020.
- Attended SAO Leases for GAAP training.
- Participated in multiple meetings with Right Systems and recommended vendors to assess cyber security risk and insurance coverage.
- In the process of moving MIP financial software to their cloud-based service. This will provide access to the software's modern interface and provide greater security of data.
- Working on sustainability projections now that we know what our operating grant funding looks like through June 30, 2023.

MAINTENANCE/FACILITIES – Marshall Krier

Outreach and meetings:

- Completed agenda for Fall WSTA conference and maintenance forum.

T-CC Facility:

- Pickleball sessions continue in the gym this July and 115 total players attended. Tele-care is conducting weekly training for their staff and 17 students attended in July.
- 26 people utilized the kitchen during July.

T-CC Building Projects/Purchases/Maintenance

- Repaired clogged sewer line, had line scoped and established cleaning scheduled to prevent clogging issues.

Johns Prairie and Belfair Building Projects/Purchases/Maintenance

- Continuing with Voyager and FASTER fuel integration.
- Scheduled 5-year sprinkler, back flow and fire alarm panel inspections in September.

Park and Rides

- **Shelton Matlock:** Light poles installed. Waiting on security cameras and landscaping. I expect it to be completed by August.
- **Pear Orchard:** Wrapping up charger installation
- **Belfair.** Construction is progressing. Septic is completed and building construction is moving forward. Investigating security solutions, alarms and cameras for the building. I anticipate this project to be completed in October 2021.
- **Pickering and Cole Rd:** Construction is progressing at both facilities, hopefully we can obtain the security cameras and bring these projects to completion.

OPERATIONS – Mike Ringgenberg

Cole Road Park and Ride

- Worked with Mason County Public Works and the WSDOT Arborist to have a few trees removed to allow better visibility into the park and ride.

COVID-19

- We transported 1 COVID-19 positive rider who was getting released from the hospital.

T-CC Customer Service

- On July 17, we opened the T-CC Customer Service, atrium and bathrooms on Saturdays to improve our customer service for riders.

Pear Orchard Park and Ride

- Conducted a “Grand Opening” of the park and ride on August 4, 2021, Thanks to everyone who attended!

Ride Recoveries

- Operations staff conducted 36 ride recoveries to ensure all passengers got to their final destinations.

Ridership

- We had 15,086 total riders in all modes of transportation in July, 2021. This is a decrease of 894 riders from June, 2021.

New Driver Class

- We have scheduled the next new driver class to start on October 19, 2021. We hope to hire five new drivers.

Safety Meeting

- Conducted a MTA Safety meeting on July 27 to discuss concerns.

Training

- Conducted a class for Volunteer Drivers training for 3 individuals.

October 4 Shake-Up

- We are soliciting ideas from staff to make minor improvements to our current blocks of work to be used for the next shake-up.

Visits

- Chris DeVoll, WSTIP Transit Risk Specialist, came out for a visit on August 14 to see how our operations were going from a safety point of view. Lesley Jackson, Twin Transit Operations Supervisor, came out to see how we operate our service.

Worker/Driver routes

- On August 16 we reduced from 4 routes to 3 routes to the Puget Sound Naval Shipyard due to a decrease in ridership and an increase in bus capacity.

2021 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

2021 Work Items	Completed as of 8/11/2021	Progress
Objective 1: Safe and Secure		
1st Quarter Driver training and refresher training as required		Training in CPR/AED/FA; Trina completed Defensive Driver Instructor Recertification
2nd Quarter Driver training and refresher training as required		Training in CPR/AED/FA.
3rd Quarter Driver training and refresher training as required		Training in CPR/AED/FA; Trina completed Defensive Driver Instructor Recertification
4th Quarter Driver training and refresher training as required		
Change from flag stop to fixed stop in urban area of Shelton		
Curbs or bollards at Johns Prairie	√	Bollards are in place along the building where parking is available.
Review WSTIP Best Practices for Safety		
Continue to monitor COVID-19 compliance and adjust for any mandates as needed		On-going.
Update Safety Manual and prepare Emergency Plan		The Safety Committee is reviewing with follow up at the 5/25 meeting.
Roof replacement for the Radich building		Project replaced with the investment in wheel-end hoists as per Motion at April 2021 meeting.
L&I Review of the T-CC		
Objective 2: Effective Transportation Services		
Benchmark route performance and monitor low-performing routes		
Review DAR services and hours to ensure efficiency and availability of resources		
Seek new route opportunities		February new route to Olympia started that will utilize Shelton-Matlock Park & Ride once open.
Passenger Apps for scheduling and tracking bus		In April - passenger app went live and we are using bus tracking. Passenger bus tracking coming September.
Sign at T-CC for estimated time of arrivals for fixed route		Summer time project. Work will be coordinated with external IT firm.
Explore on-demand services for Shelton and Belfair		
Internal assistance with Volunteer Driver Program Transportation		MTA Extra Board Drivers provided 109 volunteer rides in 2021.
Conduct outreach for all service changes and new park & ride openings		Shelton/Matlock, Pickering and Cole Road nearing completion. Pear Orchard opened August 2021.
Plan for restoring to full service (Pre-COVID) and adjust where needed to improve service		August 2021 - begin hiring drivers to prepare for service restoration in late 2021 early 2022.
Objective 3: Financial Stewardship		
Records Management - Network reorganization		Ongoing paper records continue to be analyzed for archive parameters, mapping of network restructure underway.
Continued work in records management		Exploring scan and toss. Tracy and Tyler in motion.
Hire an Accounting Coordinator with high level accounting skills	√	Completed August 2021.
Prepare Fixed Asset policy, Investment policy, and other financial policies as identified		Collecting policy examples from peer transit ASK responses for Investment and Reserve policies.
Explore moving MIP accounting software to the Cloud		This will happen EOY, once term of annual maintenance fee is exhausted.
Review 5-year sustainability plan and adjust as needed		Began updating sustainability. With the addition of federal COVID-19 grants, we are achieving our 5-year sustainable benchmark. Waiting to determine what the American Rescue Plan award will be before publishing.
Plan financially for future service changes or increases		Planning for service restoration to pre-COVID levels.
Prepare for GASB changes on leases and other regulations	√	Attended training by SAB & GEA. Setting up lessons to better comply with GASB.

Objective 4: Community Partnerships and Responsibility	
Conduct Community Conversations to solicit input regarding MTA services	
Participate in community events as available	
Park & Ride project (through 2023)	Park & Ride projects slated for substantial completion by year-end 2021.
Promote Partnerships with City, County and other entities by serving on committees, boards, supporting projects, etc.	√ Ongoing. Leadership team participates in WSTA Committees, EDC, PRTPPO and TAC meetings.
Continue delivery assistance for Meals on Wheels and Commodity Boxes for senior centers	Delivered 2,586 meals and commodity boxes in YTD 2021
Transporting clients in cooperation with hospital and health department	7 riders were transported in January to be tested for COVID-19; throughout March-May, three (3) COVID-19 positive passengers were transported to or from medical appointments, and one passenger transported from Mason General Hospital to the passenger's residence. Three (3) passengers were transported to receive their COVID vaccinations and in collaboration with the HUB, 140 clients were transported to obtain COVID vaccinations.
1st Quarter PR Campaigns	DAR, COVID safety, Busing on the Lookout, Employee of the Year
2nd Quarter PR Campaigns	
3rd Quarter PR Campaigns	
4th Quarter PR Campaigns	
Objective 5: Workplace Culture	
Continue Employee Engagement Committee for seeking opportunities to improve the work environment	Committee continues to meet. Next meeting scheduled August 30th to discuss alternatives to annual meeting.
Launch Communication Flow Plan	Communication flow plan is substantially complete and will be reviewed by managers before launch to staff.
Coordinate events with EMC	EMC supported local business Hunter Farms by purchasing May Day flowers for a staff event. Events for the balance of the year are under consideration.
Create committee for Belfair Office furnishings	
Encourage Castlight Challenges	
Create Uniform committee to select new uniform items	
Strive to meet goals and objectives of EEO program to broaden employment opportunities for all protected classes	Paylocity allows us to identify candidate classifications for consideration in the hiring process.
Consult with contractor for remodeling/updating Customer Service office at the T-CC	
Continue reviewing policies	Next policy review committee meeting September 2nd.

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Report Item 3 - *Informational*
Subject: Mason Transit Authority Regional Mobility Park and Ride Progress Update
Prepared by: Patrick Holm, Project Manager, SCJ Alliance
Approved by: Amy Asher, General Manager
Date: August 17, 2021

Summary for Discussion Purposes:

Project Management: SCJ is continually managing the design team and subconsultant team. SCJ is tracking on-going project progress.

Pear Orchard Construction: The ChargePoint station has been installed and is awaiting activation by ChargePoint. SCJ is working with MTA to verify driver sight distance concerns to ensure safe and efficient operation of the park and ride.

Belfair Park and Ride Construction: Rognlin's is sending in submittals and RFIs. Rognlin's is progressing site and building construction. Rognlin's is focused primarily on building construction at this point. The estimated completion for this site is end of October 2021.

Shelton Matlock Park and Ride Construction: The illumination poles have been installed. The fencing, power connection and wiring are the next step. The estimated completion for this site is August 2021.

Pickering Road Park and Ride Construction: Roglin's has completed paving and sidewalk construction. The next steps will be to finalize illumination, security cameras, signing/stripping, and landscaping. The estimated completion for this site is August 2021.

Cole Road Park and Ride Construction: The next step for this site will be to install the illumination and security system. The estimated completion for this site is August 2021.

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Item 4 – *Informational*
Subject: Operational Statistics
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: August 17, 2021

Background:

The attached ridership data displays In County, Out of County, Demand Response and Worker Driver ridership as well as combined total ridership per month since 2018.

Average daily total ridership based on # of service days in the month in 2021:

January	- 24 service days	485
February	- 23 service days	569
March	- 27 service days	599
April	- 26 service days	605
May	- 25 service days	568
June	-26 service days	598
July	- 27 service days	558

RIDERSHIP DATA CHARTED

