



## AGENDA

Mason Transit Authority Board  
Regular Meeting  
September 17, 2019, 4:00 p.m.  
Mason Transit Authority  
to be held at the following location:  
*Transit-Community Center  
601 West Franklin Street  
Shelton*

### OPENING PROTOCOL

CALL TO ORDER  
ROLL CALL AND DETERMINATION OF QUORUM  
ACCEPTANCE OF AGENDA – *ACTION*

### PUBLIC COMMENT

### CORRESPONDENCE

### CONSENT AGENDA – ACTION

1. Pg. 05: Approval of Minutes: Approval of the minutes of the July 16, 2019 MTA regular Board meeting
2. Pg. 08: Financial Reports: July and August, 2019
3. Pg. 17: Check Approval: July 11- September 12, 2019

### REGULAR AGENDA

#### UNFINISHED BUSINESS:

1. Pg. 32: Employee Social Media Policy – Resolution No. 2019-19 – *ACTIONABLE* (Danette)

#### NEW BUSINESS:

1. Pg. 39: Extension of Agreement between MTA and SCJ Alliance – Resolution No. 2019-20 – *ACTIONABLE* (Danette)
2. Pg. 43: Agreement for Star Pass Program – Resolution No. 2019-21 – *ACTIONABLE* (Danette)
3. Pg. 55: Amendment to Resolution No. 2017-36 regarding public records fees – Resolution No. 2019-22 – *ACTIONABLE* (Tracy)
4. Pg. 58: Expenditure of Sales Tax Equalization – *DISCUSSION* (Danette)
5. Pg. 60: Consolidated Grant Agreement PTD0044 – Resolution No. 2019-23 – *ACTIONABLE* (Danette)

### INFORMATIONAL

#### *Presentation*

1. Pg. 78: Dr. Kevin Frankeberger - Accessible Community Advisory Committee
- #### *Reports*
2. Pg. 81: Park and Ride Update
  3. Pg. 82: Management Reports
  4. Pg. 91: Operations Statistics and Reports

### GENERAL MANAGER'S REPORT

**COMMENTS BY BOARD**

**PUBLIC COMMENT**

**ADJOURNMENT**

**UPCOMING MEETING:**

**Mason Transit Authority  
Regular Meeting**  
*October 15, 2019 at 4:00 p.m.*  
**Port of Allyn  
18560 E SR 3  
Allyn**

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

Mason Transit Authority, Aug. 2019

Thank you for supporting  
the Union City festival.

We hope to see you next  
year! The next Union City  
festival is Sunday, May 24<sup>th</sup>,  
2020. We hope to see you  
there!

- The Union City  
Festival Planning team.

## Danette Brannin

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**From:** Becky Frankeberger [REDACTED]  
**Sent:** Tuesday, August 27, 2019 9:06 AM  
**To:** Danette Brannin  
**Subject:** Thank You!

Thank you, Danette, and the Board for changing whatever so we can get decent travel pickups out here at lake Limerick. It is such a pleasure to feel unconstrained by crushing times where one is stranded four hours. Now, it is a fairly short wait times. I feel freer to go and do things in my community. I am still not used to evening hours, so I think I need schooled on how to use the evening times. Thursday evening I would like to participate in choir at my church, but well not sure how they work first and if their times jell yet with Mason Transit. It is sure fun though to plan for evening events, smile. , finally

Again thank you for the wonderful changes in times for us at Lake Limerick.

Warmly,  
Becky Frankeberger

[REDACTED]



**OPENING PROTOCOL**

**CALL TO ORDER:** 4:00 p.m.

**Authority Voting Board Members Present:** Randy Neatherlin, Chair; Wes Martin, Vice Chair; John Campbell, Kevin Dorcy, Kevin Shutty, Sandy Tarzwell, Don Pogreba and Sharon Trask. **Quorum met.**

**Authority Voting Board Members Not Present:** Deb Petersen

**Authority Non-voting Board Member Present:** Greg Heidal, Business Representative, IAM and AW, District Lodge 160.

**Citizen Advisor to the Board Present:** John Piety

**Others Present:** Tracy Becht, Clerk of the Board; Danette Brannin, General Manager; LeeAnn McNulty, Administrative Services Manager; Mike Ringgenberg, Operations Manager and Marshall Krier, Maintenance and Facilities Manager.

**ACCEPTANCE OF AGENDA**

**Moved** that the agenda for the July 16, 2019 Mason Transit Authority (MTA) regular board meeting be approved. **Shutty/Campbell. Motion carried.**

**PUBLIC COMMENT** – None.

**CORRESPONDENCE** – Clerk of the Board read aloud the letter received from Hama Hama Company.

**CONSENT AGENDA**

**Moved** to approve Consent Agenda items 1 – 3, as follows:

1. **Moved** to approve the draft minutes of the MTA Board regular meeting of June 18, 2019.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for June, 2019 as presented.

3. **Moved** that the Mason Transit Authority Board approve the payments of June 12, 2019 through July 10, 2019 financial obligations on checks #32865 through #33006, as presented for a total of \$722,790.06.

**Campbell/Trask. Motion carried.**

## **REGULAR AGENDA**

### **UNFINISHED BUSINESS**

1. **Approval of Fare Increase.** Ms. Brannin, General Manager, reviewed the process leading up to the request for approval for the fare increase and that the public had no comments for or against the requested fare increase. **Moved** that the Mason Transit Authority Board approve the increase of the adult and seniors/persons with disabilities monthly passes to \$30 and \$10, respectively. **Campbell/Trask. Motion carried.**
2. **Transit Development Plan Approval (TDP).** Ms. Brannin relayed to the Board the changes made to the draft TDP since it was initially presented to the Board. The changes related to John Piety's suggestions that there be information relating to outreach to the public. **Moved** that the Mason Transit Authority Board approve the Transit Development Plan Draft for 2019-2024 with the 2018 Annual Report for submission to the Washington State Department of Transportation by September 1, 2019. **Tarzwel/Pogreba. Motion carried.**

### **NEW BUSINESS**

1. **POL-1003 Employee Social Media Policy –** Ms. Brannin shared with the Board that changes were necessary to bring the policy current, and that as social media continues to evolve, the changes were necessary to bring the policy current with regard to employees and the expectations by MTA that its representatives maintain the highest standards of propriety, professionalism and respect. She went on further to affirm that MTA has no desire to censor MTA representatives who are active on social media, but that there are circumstances in which MTA representatives may be held accountable or disciplined. Summit Law updated the policy. Legal counsel and the policy committee have also reviewed the policy. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-19 and the attached Employee Social Media Policy (POL-1003). (*Initial motion*) **Shutty/Trask.** Vice Chair Martin expressed concerns about the policy and asked that further attention be made to it, particularly in Sections 5.5.5 and 5.5.6. (*Motion withdrawn*) Board member Shutty withdrew his motion. **Moved** that POL-1003 Employee Social Media Policy be tabled for further consideration at its next meeting. **Campbell/Martin. Motion carried.**
2. **Advertising on MTA Buses –** Ms. Brannin suggested that the Board consider ceasing the advertising on the buses. While the bus advertising has generated approximately \$70,000 revenue in three years, it is nominal. A budget item was made in the 2019 budget for a graphics artist with the focus to be on branding the MTA buses. The advertising distracts from the MTA branding and Ms. Brannin feels the focus should be on MTA. **Moved** that the Mason Transit Authority Board cease accepting any new contracts or renewing any existing contracts for advertising on the exterior of MTA vehicles. **Shutty/Trask. Motion carried.**

**INFORMATIONAL PRESENTATION** – The Clerk of the Authority Board presented information relating to public records requests that MTA has received since 2017.

**INFORMATIONAL UPDATES** – Ms. Brannin had described the contents in the risk profile. There was further discussion relating to the Belfair park and ride as to the bid package and the best time to release it. Ms. Brannin indicated that the bid package could be ready to release by July 29, 2019, and that if released prior to all comments from WSDOT and the County being addressed, it may be necessary to have addendums or change orders. There were further discussions as to whether to release the bid package on September 1 or October 1 and the costs associated with releasing on either date. Ms. Brannin also reminded the Board that if the bids were opened toward the end of September, they couldn't be awarded until the October Board meeting or an earlier special meeting would need to be held, to which the Board agreed. **Moved** that SCJ Alliance have the bid package ready by August 1 and prepared to be released on September 1. **Shutty/Martin**. Motion carried.

**GENERAL MANAGER'S REPORT** – Ms. Brannin had no updates to her report, however, she shared with the Board that Josh Jacobs, MTA's Systems Administrator and mechanic Brenton Schnitzer were nominated and selected as MTA's 2019 Wall of Fame representatives. She also shared that Marshall Krier, MTA's Maintenance and Facilities Manager, had been selected by WSTA (Washington State Transit Association) for its Wall of Fame representative. Mr. Krier has been the Chair of the Maintenance Committee and the State of Good Repair Committee. Mr. Krier provides guidance and knowledge among several committees.

Ms. McNulty, Administrative Services Manager indicated that the State Auditor's Office had completed the audit and that the exit conference would be during the week of August 12.

**COMMENTS BY BOARD MEMBERS** – Board member Campbell indicated that the meeting was very efficient.

**PUBLIC COMMENT** – None.

**Moved** that the meeting be adjourned.

**ADJOURNED** 4:55 p.m.

**UPCOMING MEETINGS**

Mason Transit Authority  
**CANCELLED**  
AUGUST REGULARLY SCHEDULED BOARD MEETING

Mason Transit Authority  
Regular Meeting  
*September 17, 2019 at 4:00 p.m.*  
*Transit-Community Center*  
*601 West Franklin Street*  
*Shelton*

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

**Agenda Item:** Consent Agenda – Item 2 – *Actionable*  
**Subject:** Financial Reports – September 2019  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** September 17, 2019

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

Included are July and August's Financial Reports with a breakout of T-CC revenue and expenses that shows cost allocation between Transit and Community Center.

### **Highlights:**

#### *Sales Tax Revenue*

Sales tax revenue for June 2019 (received August 31, 2019) was \$525,839 – which was approximately 36% higher than budgeted, and 19% higher than June 2018 actual.

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

It is expected that YTD revenue and expenses would be at 67% (8/12) of the budget through the end of August. Total YTD Revenue is over budget at 80.70% largely due to favorable sales tax. Total YTD Operating Expenses is under budget at 59.30% after excluding \$146,071 of operating expenses covered by capital grants.

### **Fiscal Impact:**

July's fiscal impact reflects total revenues of \$679,273 and operating expenses of \$484,883 for net income of \$194,390.

August's fiscal impact reflects total revenues of \$701,194 and operating expenses of \$562,678 for net income of \$138,516.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the financial reports for the period of July and August 2019, as presented.



# Mason Transit Authority Statement of Financial Activities

September 2019 Board Report

% through the year: 58.33%

July Statement of Financial Activities

	July Actual	2019 YTD Actual	2019 Budget	Notes	Percentage of Budget Used
<b>Revenue</b>					
Passenger Fares	\$ 8,290	\$ 57,480	\$ 103,500		55.54%
PSNS Worker/Driver & Vanpool Fares	20,171	143,441	265,000		54.13%
Total Operating Revenue (Fares)	28,461	200,921	368,500		54.52%
Sales Tax	355,698	2,979,923	3,936,179	(1)	75.71%
Operating Grants	254,107	2,063,755	3,189,554	(2)	64.70%
Rental Income	15,340	102,410	143,227		71.50%
Investment Income	15,131	101,721	45,000		226.05%
Other Non-operating Revenue	10,536	210,454	199,233	(3)	105.63%
Total Revenue	679,273	5,659,184	7,881,693		71.80%
<b>Expenses</b>					
Wages and Benefits	337,549	3,021,532	5,919,743		51.04%
Contracted services	30,154	119,818	208,223		57.54%
Fuel	32,691	217,934	400,250	(4)	54.45%
Vehicle/Facility Repair & Maintenance	19,641	224,283	351,750	(5)	63.76%
Insurance	19,623	137,362	235,477		58.33%
Intergovernmental - Audit Fees	15,243	15,243	31,000		49.17%
Rent - Facilities and Park & Ride	2,440	17,080	32,000		53.38%
Utilities	9,624	74,685	139,781		53.43%
Supplies - Equipment	11,550	215,317	131,720	(5)	163.47%
Training & Meetings	888	21,800	74,705		29.18%
Other operating expenses	5,886	83,857	174,863	(6)	47.96%
(Less Operating Expenses Covered by Capital Grants)	(406)	(146,071)		(5)	
Total Operating Expenses	484,883	4,002,840	7,699,512		51.99%
Net Income (Deficit) from Operations	\$ 194,390	\$ 1,656,344	\$ 182,181		
Pooled Reserves	133,122	851,678	120,000	(7)	709.73%

## 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 and Q2 2019's actuals as well as July's accrual.
- (3) Includes Q1 and Q2 2019's RMG actuals - \$113,000, LMTAAA Volunteer program revenue - \$19,677, Volunteer Donations - \$375, Sale of Maintenance Services \$3,145, Sale of Bus ads \$20,665, Community Van -
- (4) Average diesel price per gallon year to date is \$2.38. Average gasoline price per gallon year to date is \$2.99.
- (5) \$146,071 of operating expenses will be recovered by capital revenue: \$74,159 relate to the JP Roof Replacement Grant for repairing the JP building roofs, purchasing cooling fans, solar lights for shelters, and repaving JP's bus park lot; \$1,301 relates to purchases for the TCC TAP Grant to setup cell phone chargers at the TCC; \$62,417 relates to tech purchases such as new desktops, software, monitors for all users; \$2,802 relates to record retention purchases funded by an OSOS Grant; \$5,392 relates to the purchase of a
- (6) Includes budget line items from CDL Testing, Bank Charges, Copier lease, Advertising/Promotion, Volunteer Driver Reimbursement/Dues, Memberships, Subscriptions/Unemployment Insurance). Expenses through the year include: Unemployment Insurance \$8,848, Volunteer Driver Program reimbursements \$20,020, Advertising \$13,137, Merchant/credit card fees \$3,965, Office Equipment Lease \$2,564, Dues, Memberships, Subscriptions \$27,328, plus other misc. expenses.
- (7) Pooled Reserves is the amount of actual sales tax money received for 2019 in excess of the 2019 budgeted amount. The 2019 YTD Actual amount is not an expenditure and represents the amount put to cash

# Mason Transit Authority Statement of Financial Activities

September 2019 Board Report

% through the year: 66.67%

August Statement of Financial Activities

	August Actual	2019 YTD Actual	2019 Budget	Notes	Percentage of Budget Used
<b>Revenue</b>					
Passenger Fares	\$ 7,787	\$ 65,266	\$ 103,500		63.06%
PSNS Worker/Driver & Vanpool Fares	19,732	163,173	265,000		61.57%
Total Operating Revenue (Fares)	27,519	228,439	368,500		61.99%
Sales Tax	384,171	3,364,094	3,936,179	(1)	85.47%
Operating Grants	254,107	2,317,863	3,189,554	(2)	72.67%
Rental Income	13,725	116,134	143,227		81.08%
Investment Income	15,464	117,185	45,000		260.41%
Other Non-operating Revenue	6,208	216,662	199,233	(3)	108.75%
Total Revenue	701,194	6,360,377	7,881,693		80.70%
<b>Expenses</b>					
Wages and Benefits	423,724	3,445,256	5,919,743		58.20%
Contracted services	14,311	134,129	208,223		64.42%
Fuel	32,333	250,267	400,250	(4)	62.53%
Vehicle/Facility Repair & Maintenance	25,251	249,534	351,750	(5)	70.94%
Insurance	19,623	156,985	235,477		66.67%
Intergovernmental - Audit Fees	15,072	30,315	31,000		97.79%
Rent - Facilities and Park & Ride	2,440	19,520	32,000		61.00%
Utilities	9,714	84,400	139,781		60.38%
Supplies - Equipment	5,582	220,899	131,720	(5)	167.70%
Training & Meetings	3,393	25,193	74,705		33.72%
Other operating expenses	11,235	95,091	174,863	(6)	54.38%
(Less Operating Expenses Covered by Capital Grants)	-	(146,071)		(5)	
Total Operating Expenses	562,678	4,565,518	7,699,512		59.30%
Net Income (Deficit) from Operations	\$ 138,516	\$ 1,794,859	\$ 182,181		
Pooled Reserves	139,435	991,113	120,000	(7)	825.93%

## 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 and Q2 2019's actuals and accruals for July and August.
- (3) Includes Q1 and Q2 2019's RMG actuals - \$113,000, LMTAAA Volunteer program revenue - \$22,936, Volunteer Donations - \$580, Sale of Maintenance Services \$3,348, Sale of Bus ads \$22,340, Community Van -
- (4) Average diesel price per gallon year to date is \$2.32. Average gasoline price per gallon year to date is \$2.95.
- (5) \$146,071 of operating expenses will be recovered by capital revenue: \$74,159 relate to the JP Roof Replacement Grant for repairing the JP building roofs, purchasing cooling fans, solar lights for shelters, and repaving JP's bus park lot; \$1,301 relates to purchases for the TCC TAP Grant to setup cell phone chargers at the TCC; \$62,417 relates to tech purchases such as new desktops, software, monitors for all users; \$2,802 relates to record retention purchases funded by an OSOS Grant; \$5,392 relates to the purchase of a
- (6) Includes budget line items from CDL Testing, Bank Charges, Copier lease, Advertising/Promotion, Volunteer Driver Reimbursement/Dues, Memberships, Subscriptions/Unemployment Insurance). Expenses through the year include: Unemployment Insurance \$8,848, Volunteer Driver Program reimbursements \$23,350, Advertising \$15,076, Merchant/credit card fees \$4,589, Office Equipment Lease \$3,107, Dues, Memberships, Subscriptions \$30,903, plus other misc. expenses.
- (7) Pooled Reserves is the amount of actual sales tax money received for 2019 in excess of the 2019 budgeted amount. The 2019 YTD Actual amount is not an expenditure and represents the amount put to cash

# Mason Transit Authority Statement of Financial Activities - TCC

September 2019 Board Report

July Statement of Financial Activities

% through the year: 58.33%

	2019 July Actual	2019 YTD Actual	2019 Budget	Notes	% of Budget Used	YTD - Community Center	YTD - Transit Operations
<b>Revenue</b>							
T-CC Rental	\$ 13,298	\$ 90,590	\$ 125,630		72.11%	\$ 90,590	\$ -
Other Revenue	17	133	-			133	-
<b>Total Revenue</b>	<b>13,315</b>	<b>90,723</b>	<b>125,630</b>		<b>72.21%</b>	<b>90,723</b>	<b>-</b>
<b>Expenses</b>							
Wages and Benefits	8,065	74,547	132,383		56.31%	74,547	-
Contracted services	14,335	17,396	11,200	(3)	155.32%	16,770	626
Repair & Maintenance	281	10,188	14,500	(1)	70.26%	8,760	1,428
Insurance	1,306	9,143	15,673		58.34%	9,143	-
Utilities	3,126	27,040	48,370		55.90%	19,199	7,841
Supplies & Small Equipment	852	10,008	14,295	(2)	70.01%	5,895	4,113
Training & Meetings	-	-	450		0.00%	-	-
Other Operating Expenses	80	1,203	3,400		35.38%	1,131	72
(Less Operating Expenses Covered by Capital Grants)	(4,216)	(4,216)		(2)		(4,216)	
<b>Total Operating Expenses</b>	<b>23,829</b>	<b>145,309</b>	<b>240,271</b>		<b>60.48%</b>	<b>131,229</b>	<b>14,080</b>
<b>Net Income (Deficit) from Operations</b>	<b>\$ (10,514)</b>	<b>\$ (54,586)</b>	<b>\$ (114,641)</b>			<b>\$ (40,506)</b>	<b>\$ (14,080)</b>

(1) The TCC was powerwashed in June - the expense relating to this was for \$3,966, which brings this line over-budget.

(2) \$4,216 of Supplies & Small Equipment relates to the purchase of a snow plow to clear the platform and bus lane at the TCC, it will be reimbursed through the consolidated operating grant.

# Mason Transit Authority Statement of Financial Activities - TCC

September 2019 Board Report

August Statement of Financial Activities

% through the year: 67.77%

	2019 August Actual	2019 YTD Actual	2019 Budget	Notes	% of Budget Used	YTD - Community Center	YTD - Transit Operations
<b>Revenue</b>							
T-CC Rental	\$ 12,301	\$ 102,891	\$ 125,630		81.90%	\$ 102,891	\$ -
Other Revenue	8	142	-			142	-
<b>Total Revenue</b>	<b>12,309</b>	<b>103,033</b>	<b>125,630</b>		<b>82.01%</b>	<b>103,033</b>	<b>-</b>
<b>Expenses</b>							
Wages and Benefits	10,503	85,051	132,383		64.25%	85,051	-
Contracted services	90	17,486	11,200	(3)	156.13%	16,834	652
Repair & Maintenance	347	10,535	14,500	(1)	72.66%	9,085	1,450
Insurance	1,306	10,449	15,673		66.67%	10,449	-
Utilities	2,925	29,965	48,370		61.95%	21,275	8,690
Supplies & Small Equipment	660	10,668	14,295	(2)	74.63%	6,751	3,917
Training & Meetings	-	-	450		0.00%	-	-
Other Operating Expenses (Less Operating Expenses Covered by Capital Grants)	- (4,216)	1,203 (4,216)	3,400	(2)	35.38%	1,131 (4,216)	72
<b>Total Operating Expenses</b>	<b>11,615</b>	<b>161,141</b>	<b>240,271</b>		<b>67.07%</b>	<b>146,360</b>	<b>14,781</b>
<b>Net Income (Deficit) from Operations</b>	<b>\$ 694</b>	<b>\$ (58,108)</b>	<b>\$ (114,641)</b>			<b>\$ (43,327)</b>	<b>\$ (14,781)</b>

(1) The TCC was powerwashed in June - the expense relating to this was for \$3,966, which brings this line over-budget.

(2) \$4,216 of Supplies & Small Equipment relates to the purchase of a snow plow to clear the platform and bus lane at the TCC, it will be reimbursed through the consolidated operating grant.

# Mason Transit Authority Cash and Investments

September 2019 Board Report

## Cash Balances

	6/30/2019	7/31/2019	8/31/2019
Cash - MC Treasurer	1,683,521.77	1,495,980.99	1,612,500.62
Investments - MC Treasurer	7,369,104.63	7,369,104.63	8,869,104.63
Payroll - ACH Columbia Bank	180,000.07	177,760.68	177,760.63
Petty Cash/Cash Drawer #1	500.00	500.00	500.00
<b>TOTAL</b>	<b>\$ 9,233,126.47</b>	<b>\$ 9,043,346.30</b>	<b>\$ 10,659,865.88</b>

## Cash Encumbrances

Grant Related:

Two (2) Hybrid Coaches for Worker/Driver Program 20% Match	296,538
Two (2) Diesel 40' Coaches 25% Match	296,522
Nine (9) Cutaway Replacement Vehicles 25% Match	233,039
Park & Ride Development Project RMG 2015-2019 Match (2015-2017 - \$450,000; 2017 - 2019 - \$500,000)	950,000
Parking Lot (DOE Grant)	102,500
Potential Environmental Clean-up T-CC Parking Lot	100,000
<b>Total Grant Match</b>	<b>1,978,599</b>

Reserves:

Total Grant Match	1,978,599
General Leave Liability	170,568
Emergency Operating Reserves	2,000,000
Future Operating Reserves	1,939,435
Facility Repair Reserve	150,000
Emergency/Insurance Reserves	100,000
Capital Project Reserves <sup>1</sup>	875,073
Fuel Reserves	120,000
IT Investments	20,000
<b>Total Encumbered</b>	<b>7,353,675</b>

Total of Cash	\$ 10,659,865.88
Less Encumbrances	\$ 7,353,675.00
<b>Undesignated Cash Balance Total (Including Reserves)</b>	<b>\$ 3,306,190.88</b>
Investments - MC Treasurer (Reserves)	\$ 8,869,104.63
Less Encumbrances	\$ 7,353,675.00
<b>Undesignated Cash Reserves</b>	<b>\$ 1,515,429.63</b>

1. Capital Project Reserves: Sales Tax Revenue received in excess of the budgeted amount. Reserves have been applied to two hybrid coaches, two diesel coaches, and nine cutaway replacements.

## Mason Transit Authority Capital Budget

September 2019 Board Report

As of August 31, 2019

Capital Projects	Budget	Grants	MTA Funding	YTD	Project Costs to Date	Purpose
IT Items	\$ 125,000	\$ 125,000	\$ -	\$ 137,011	\$ 137,011	Server/Desktop Replacements
T-CC Parking Lot	302,500	250,000	52,500	-	3,284	Parking lot behind TCC
Park & Ride Development - 2015-2019 RMG Funds	6,371,134	5,617,000	950,000	329,525	1,952,440	Construct Belfair P&R; upgrade other P&Rs
Scissor Lift - TCC	15,000	-	15,000	-	-	Lift for atrium and gymnasium maintenance
TCC Sound System	10,000	-	10,000	-	-	Improve sound system in gym
HVAC Units	50,000	-	50,000	-	-	Replace units Buildings 1 and 2
Brake Caliper Tool	20,000	-	20,000	-	-	Support tool for coaches
Roof Replacement	250,000	250,000	-	250,916	250,916	Replace roofs on buildings 3 and 4 at JP
Paint Exterior - JP Buildings	120,000	120,000	-	-	-	Paint JP Buildings - contingent on sales tax equalization
TCC Transit Office Remodel	150,000	150,000	-	-	-	Reconfigure Operations Transit Office - contingent on sales tax equalization
Passenger Amenities and Signage at Stops	80,000	69,200	10,800	16,194	77,105	Amenities and Signage for Bus Shelters. Expendable until June 30, 2019
Video Storage Upgrade	68,000	-	68,000	50,181	50,181	Upgrade Angeltrax - contingent on sales tax equalization
<b>Total Miscellaneous Capital Projects</b>	<b>7,561,634</b>	<b>6,581,200</b>	<b>1,176,300</b>	<b>783,827</b>	<b>2,470,936</b>	
2 Worker Driver Coaches	1,779,228	1,482,690	296,538	-	-	Replace low SGR ranking coaches
2 40' Coaches, 9 Cutaways	1,902,736	1,427,052	475,684	-	-	Replace low SGR ranking coaches and Cutaways
Staff Vehicles	105,000	105,000	-	104,070	104,070	To replace staff car and maintenance pickup
<b>Total Vehicle Replacements</b>	<b>3,786,964</b>	<b>3,014,742</b>	<b>772,222</b>	<b>104,070</b>	<b>104,070</b>	
<b>Total Capital Projects</b>	<b>\$ 11,348,598</b>	<b>\$ 9,595,942</b>	<b>\$ 1,948,522</b>	<b>\$ 887,897</b>	<b>\$ 2,575,006</b>	

Cash encumbered for Granted Related MTA Match Portion - \$1,978,899.

Capital Project Reserves - 1,014,508 (Sales tax revenue above budgeted amount set aside in Capital Project Reserves monthly.)

# Mason Transit Authority Sales Tax Receipts

September 2019 Board Report

Sales Tax Collected as of 8/31/2019 for 6/30/2019

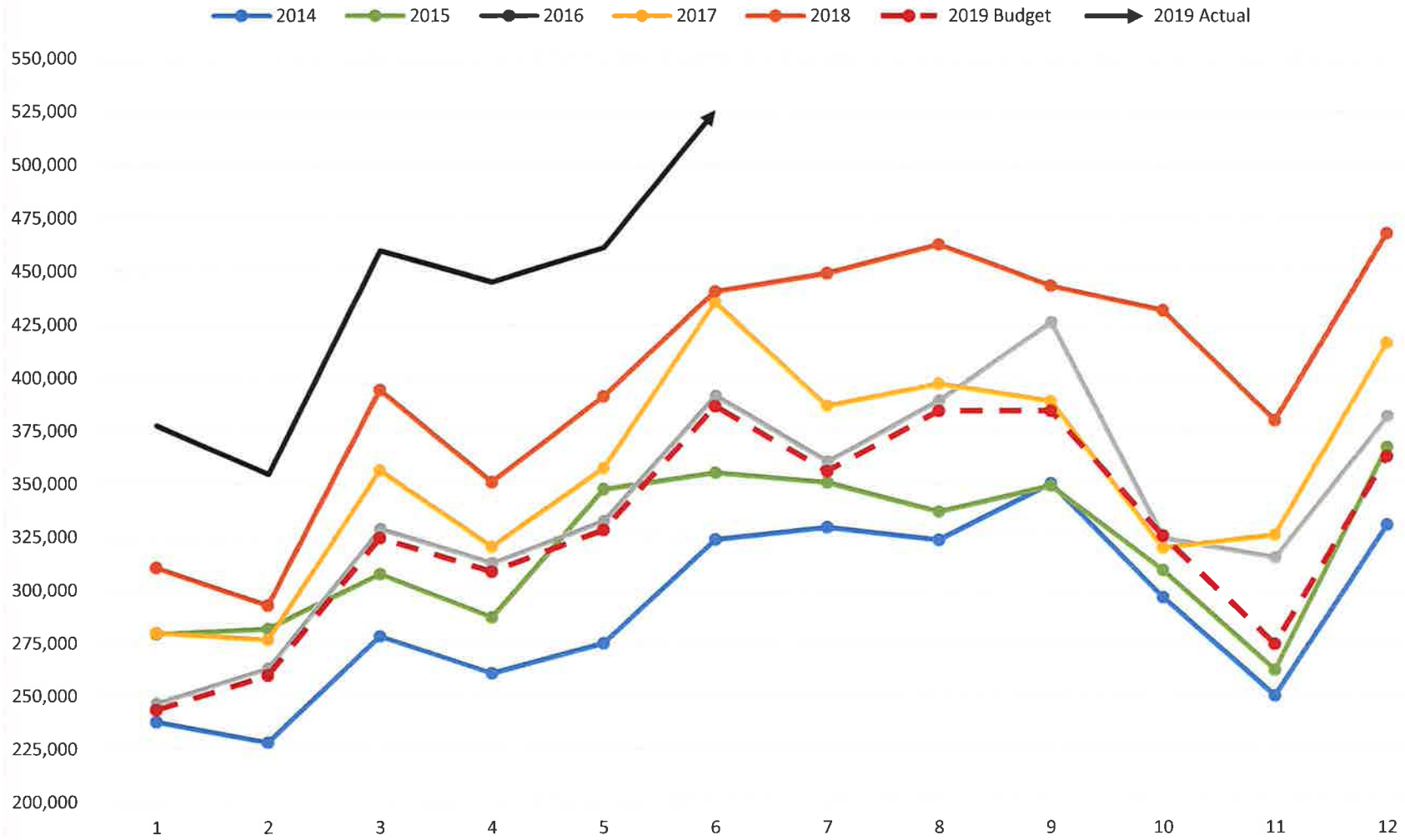
Monthly Cash-Flow Trend (January - December)

	2014	2015	2016	2017	2018	2019 Budget	2019 Actual	2019 Budget Variance	% Change 2018 - 2019 Actual
January	237,528	279,122	246,415	279,777	310,547	243,216	377,689	55%	22%
February	227,815	281,559	262,925	276,310	292,604	259,512	354,467	37%	21%
March	278,053	307,482	328,665	356,214	394,293	324,400	459,822	42%	17%
April	260,396	286,903	312,635	320,241	350,586	308,577	445,171	44%	27%
May	274,641	347,236	332,428	357,049	391,052	328,114	461,236	41%	18%
June	323,498	354,920	391,485	435,445	440,606	386,405	525,839	36%	19%
July	329,201	350,290	360,375	386,531	449,080	355,698			
August	323,336	336,522	389,222	397,061	462,622	384,171			
September	349,872	348,805	426,039	388,845	443,327	384,146			
October	296,170	309,042	324,125	319,477	431,530	325,183			
November	249,648	261,713	314,996	325,586	379,605	274,104			
December	330,297	367,053	381,623	416,254	467,960	362,654			
	3,480,456	3,830,645	4,070,933	4,258,790	4,813,813	3,936,179	2,624,225		

Budget Variance Average - YTD 42%

% Change 2018 vs 2019 Actual Average - YTD 21%

# Monthly Sales Tax Trend





## **Mason Transit Authority Board Meeting**

**Agenda Item:** Consent Agenda – Item 3 – ***ACTION***  
**Subject:** Check Approval  
**Prepared by:** Brian Phillips, Accounting Supervisor  
**Approved by:** LeeAnn McNulty, Administrative Services Manager  
**Date:** September 17, 2019

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

#### Disbursements:

- \*Scarsella Bros., Inc.
  - Check #33038 – \$160,308.00 – Pear Orchard Park & Ride
- \*SCJ Alliance
  - Check #33040 – \$10,916.50 – Park & Ride Project
  - Check #33187 – \$23,211.35 – Park & Ride Project
- State Auditor's Office
  - Check #33089 – \$15,243.09 – Annual Financial and Accountability Audit
  - Check #33185 – \$15,072.28 – Annual Financial and Accountability Audit
- Landau Associates Inc.
  - Check #33123 – \$13,344.36 – TCC Parking Lot Sampling
- City of Shelton
  - Check #33163 – \$7,170.78 – Pine Garden Paving
- \*CHG Building Systems, Inc.
  - Check #33209 – \$8,682.06 – JP Buildings 3 & 4 Roof Repairs Retainage

\* Disbursement grant eligible.

July Fuel Prices: Diesel \$2.21 Unleaded \$3.30

August Fuel Prices: Diesel \$2.25 Unleaded \$3.24

#### General Manager Travel Expenditures:

- Public Transportation Conference

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

\$1,355,234.70

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the payment of July 11, 2019 through September 12, 2019 financial obligations on checks #33007 through #33259, as presented for a total of \$1,355,234.70.




Mason Transit Authority  
September 17, 2019 Disbursement Approval

The following checks for the period of July 11, 2019 through September 12, 2019 have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Finance Department for review.

Description Accounts Payable Checks	Check Numbers 33007 - 33259	Total Amount \$1,355,234.70
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Included within the checks were:		
	Check #	Amount
Payroll & DRS – 07/26/2019	33063	164,083.00
Payroll & DRS – 08/09/2019	33098	163,883.19
Payroll & DRS – 08/23/2019	33155	167,287.58
Payroll & DRS – 09/06/2019	33200	168,298.27
Scarsella Bros, Inc.	33038	160,308.00
SCJ Alliance	33040	10,916.50
SCJ Alliance	33187	23,211.35
State Auditor's Office	33089	15,243.09
State Auditor's Office	33185	15,072.28
Landau Associates Inc.	33123	13,344.36
City of Shelton	33163	7,170.78
CHG Building Systems Inc.	33209	8,682.06

Submitted by:  Date: 9/12/19  
 Brian Phillips, Accounting Supervisor

Approved by:  Date: 9-13-19  
 LeeAnn McNulty, Administrative Services Manager

# Mason Transit Authority Check Register

September 2019 Board Report

Activity From 7/11/2019 Through 9/12/2019

Document Date	Check #	Vendor Name	Amount
7/18/2019	33007	Advance Glass	\$ 314.37
7/18/2019	33008	AIG Retirement	307.18
7/18/2019	33009	Allstream	186.89
7/18/2019	33010	Associated Petroleum Products, Inc.	23,451.42
7/18/2019	33011	Aramark	155.08
7/18/2019	33012	Mick Baker	648.26
7/18/2019	33013	Belfair Water District #1	173.13
7/18/2019	33014	Fran Cavaille	85.26
7/18/2019	33015	City of Shelton	574.51
7/18/2019	33016	Cascade Natural Gas	1,491.06
7/18/2019	33017	Comcast	192.37
7/18/2019	33018	Commercial Brake & Clutch, Inc.	21.03
7/18/2019	33019	Walter Cothran	316.10
7/18/2019	33020	Cummins Northwest, LLC	415.57
7/18/2019	33021	Gene Currier	573.04
7/18/2019	33022	Department of Transportation	1,024.29
7/18/2019	33023	Economic Development Council	1,000.00
7/18/2019	33024	EMC - Mason Transit	126.80
7/18/2019	33025	Gillig, LLC	272.05
7/18/2019	33026	Carolyn Gravatt-Bowles	580.58
7/18/2019	33027	Robert W. Johnson, PLLC	1,600.00
7/18/2019	33028	Kitsap Transit	2,273.50
7/18/2019	33029	Les Schwab	6,729.04
7/18/2019	33030	Mason County Garbage, Inc.	773.14
7/18/2019	33031	Mason County PUD #3	4,481.35
7/18/2019	33032	Mathis Exterminating	146.48
7/18/2019	33033	Cheryl Moore	48.72
7/18/2019	33034	Nancy C. Murphy	39.44
7/18/2019	33035	Office Depot, inc.	391.01
7/18/2019	33036	Pacific Office Automation	369.23
7/18/2019	33037	Paul's Electric NW, Inc.	622.79
7/18/2019	33038	Scarsella Bros., Inc	160,308.00
7/18/2019	33039	Schetky Northwest Sales, Inc.	273.88
7/18/2019	33040	SCJ Alliance	10,916.50
7/18/2019	33041	Seattle Automotive Distributing	563.81
7/18/2019	33042	Mason County Journal	527.00
7/18/2019	33043	The Shoppers Weekly	538.76
7/18/2019	33044	Staples Business Advantage	331.14

# Mason Transit Authority Check Register

September 2019 Board Report

Activity From 7/11/2019 Through 9/12/2019

Document Date	Check #	Vendor Name	Amount
7/18/2019	33045	Super Bee Alignment	98.37
7/18/2019	33046	Touchdown Booster Club	200.00
7/18/2019	33047	ThyssenKrupp Elevator Corp.	630.30
7/18/2019	33048	Total Battery & Automotive Supply	143.45
7/18/2019	33049	United Way of Mason County	90.40
7/18/2019	33050	U.S. Bank	0.00
7/18/2019	33051	Verizon Wireless	459.32
7/18/2019	33052	Voyager Fleet Systems, Inc.	5,954.23
7/18/2019	33053	Westbay Auto Parts	423.02
7/18/2019	33054	Westcare Clinic, Inc.	85.00
7/18/2019	33055	Whisler Communications	1,746.31
7/18/2019	33056	Robert Williams	397.30
7/18/2019	33057	AWorkSAFE Service, Inc.	173.00
7/18/2019	33058	Washington State Transit Association	80.00
7/18/2019	33059	Washington State Transit Insurance Pool	135.00
7/18/2019	33060	Zach's Power Washing	3,965.68
7/17/2019	33061	U.S. Bank	6,650.93
7/22/2019	33062	District 160	1,302.72
7/24/2019	33063	Mason Transit Authority - ACH Account	164,083.00
7/31/2019	33064	Advance Glass	479.81
7/31/2019	33065	Aflac	715.98
7/31/2019	33066	AIG Retirement	304.82
7/31/2019	33067	Aramark	461.73
7/31/2019	33068	Bridge Church	90.00
7/31/2019	33069	Cummins Northwest, LLC	5,041.60
7/31/2019	33070	Dept. of Labor & Industries - Right to Know	152.50
7/31/2019	33071	Department of Ecology	135.59
7/31/2019	33072	Department of Transportation	2,326.69
7/31/2019	33073	EMC - Mason Transit	126.80
7/31/2019	33074	Employment Security Department - WA State	2,501.07
7/31/2019	33075	Gillig, LLC	304.92
7/31/2019	33076	Hood Canal Communications	1,820.39
7/31/2019	33077	LegalShield	141.50
7/31/2019	33078	Les Schwab	43.46
7/31/2019	33079	Mason County PUD #3	2,130.63
7/31/2019	33080	Mason County Utilities/Waste Management	96.00
7/31/2019	33081	Mountain Mist Water	219.24
7/31/2019	33082	Mood Media	108.36

# Mason Transit Authority Check Register

September 2019 Board Report

Activity From 7/11/2019 Through 9/12/2019

Document Date	Check #	Vendor Name	Amount
7/31/2019	33083	Northridge Properties, LLC	1,500.00
7/31/2019	33084	Northwest Administrators	89,111.56
7/31/2019	33085	Office Depot, inc.	838.09
7/31/2019	33086	Olympic Lock & Key	19.15
7/31/2019	33087	Pacific Power Group, LLC	387.71
7/31/2019	33088	Builders FirstSource	175.60
7/31/2019	33089	State Auditor's Office - WA	15,243.09
7/31/2019	33090	The Shoppers Weekly	2,031.55
7/31/2019	33091	South Sound Investment Properties, LLC	300.00
7/31/2019	33092	Staples Business Advantage	94.28
7/31/2019	33093	Summit Law Group	729.00
7/31/2019	33094	Tozier Brothers, Inc.	86.47
7/31/2019	33095	United Way of Mason County	45.00
7/31/2019	33096	Westbay Auto Parts	195.02
7/31/2019	33097	Westcare Clinic, Inc.	170.00
8/7/2019	33098	Mason Transit Authority - ACH Account	163,883.19
8/13/2019	33099	Advance Glass	452.86
8/13/2019	33100	AIG Retirement	311.15
8/13/2019	33101	Allstream	225.65
8/13/2019	33102	Ecolube Recovery, LLC dba American Petroleum E	272.61
8/13/2019	33103	Associated Petroleum Products, Inc.	21,414.28
8/13/2019	33104	Aramark	314.62
8/13/2019	33105	Mick Baker	357.86
8/13/2019	33106	Belfair Water District #1	172.82
8/13/2019	33107	Cascade Hydro-Air	163.20
8/13/2019	33108	Fran Cavaille	92.22
8/13/2019	33109	City of Shelton	601.61
8/13/2019	33110	Cascade Natural Gas	1,516.61
8/13/2019	33111	Coffee News	600.00
8/13/2019	33112	Comcast	202.37
8/13/2019	33113	Walter Cothran	212.86
8/13/2019	33114	Cummins Northwest, LLC	563.85
8/13/2019	33115	Gene Currier	461.10
8/13/2019	33116	EMC - Mason Transit	126.80
8/13/2019	33117	GFOA	160.00
8/13/2019	33118	Gillig, LLC	1,081.68
8/13/2019	33119	Gillis Auto Center, Inc.	42.74
8/13/2019	33120	Carolyn Gravatt-Bowles	809.88

# Mason Transit Authority Check Register

September 2019 Board Report

Activity From 7/11/2019 Through 9/12/2019

Document Date	Check #	Vendor Name	Amount
8/13/2019	33121	Robert W. Johnson, PLLC	1,600.00
8/13/2019	33122	Kitsap Transit	2,105.61
8/13/2019	33123	Landau Associates Inc	13,344.36
8/13/2019	33124	Les Schwab	2,812.18
8/13/2019	33125	Mason County Garbage, Inc.	675.00
8/13/2019	33126	Mason County PUD #3	2,186.65
8/13/2019	33127	Mathis Exterminating	146.48
8/13/2019	33128	Cheryl Moore	244.76
8/13/2019	33129	Mountain Mist Water	201.81
8/13/2019	33130	Nancy C. Murphy	69.02
8/13/2019	33131	Office Depot, inc.	168.33
8/13/2019	33132	Pacific Office Automation	293.84
8/13/2019	33133	Pitney Bowes Purchase Power	171.00
8/13/2019	33134	Builders FirstSource	36.48
8/13/2019	33135	Rexus Corporation	51.00
8/13/2019	33136	Julia Rene Roberts	53.94
8/13/2019	33137	Roto-Rooter Services Company	850.00
8/13/2019	33138	Schetky Northwest Sales, Inc.	63.71
8/13/2019	33139	Seattle Automotive Distributing	797.00
8/13/2019	33140	The Shoppers Weekly	504.84
8/13/2019	33141	Staples Business Advantage	1,120.61
8/13/2019	33142	Super Bee Alignment	98.37
8/13/2019	33143	Titus-Will	5,362.92
8/13/2019	33144	Tozier Brothers, Inc.	6.60
8/13/2019	33145	United Way of Mason County	90.40
8/13/2019	33146	U.S. Bank	8,021.99
8/13/2019	33147	Verizon Wireless	387.90
8/13/2019	33148	Voyager Fleet Systems, Inc.	6,062.36
8/13/2019	33149	Westbay Auto Parts	240.72
8/13/2019	33150	Whisler Communications	1,746.31
8/13/2019	33151	Robert Williams	307.40
8/13/2019	33152	AWorkSAFE Service, Inc.	342.00
8/13/2019	33153	Washington State Transit Association	160.00
8/19/2019	33154	District 160	2,364.18
8/21/2019	33155	Mason Transit Authority - ACH Account	167,287.58
8/28/2019	33156	AAA Septic Tank Pumping	385.18
8/28/2019	33157	Aflac	715.98
8/28/2019	33158	AIG Retirement	260.73

# Mason Transit Authority Check Register

September 2019 Board Report

Activity From 7/11/2019 Through 9/12/2019

Document Date	Check #	Vendor Name	Amount
8/28/2019	33159	Aramark	327.17
8/28/2019	33160	ARCH Mechanical, Inc.	250.24
8/28/2019	33161	Bridge Church	90.00
8/28/2019	33162	Berg Marketing Group	1,319.44
8/28/2019	33163	City of Shelton	7,170.78
8/28/2019	33164	Department of Ecology	1,445.53
8/28/2019	33165	Department of Transportation	1,438.06
8/28/2019	33166	EMC - Mason Transit	126.80
8/28/2019	33167	GFOA	150.00
8/28/2019	33168	Gillig, LLC	669.45
8/28/2019	33169	Gillis Auto Center, Inc.	107.25
8/28/2019	33170	Carolyn Gravatt-Bowles	20.00
8/28/2019	33171	Jim's Auto Repair & Towing	612.26
8/28/2019	33172	Kelderman Manufacturing, Inc.	0.00
8/28/2019	33173	LegalShield	141.50
8/28/2019	33174	Les Schwab	2,594.52
8/28/2019	33175	Mason County Utilities/Waste Management	96.64
8/28/2019	33176	Mason County Wood Recyclers	22.24
8/28/2019	33177	Mountain Mist Water	104.96
8/28/2019	33178	Mood Media	108.36
8/28/2019	33179	Nisqually Automotive and Towing	291.33
8/28/2019	33180	Northridge Properties, LLC	1,500.00
8/28/2019	33181	Northwest Administrators	89,113.26
8/28/2019	33182	Office Depot, inc.	111.59
8/28/2019	33183	Olympic Lock & Key	19.36
8/28/2019	33184	OMWBE	100.00
8/28/2019	33185	State Auditor's Office - WA	15,072.28
8/28/2019	33186	Schetky Northwest Sales, Inc.	53.92
8/28/2019	33187	SCJ Alliance	23,211.35
8/28/2019	33188	Seattle Automotive Distributing	1,239.63
8/28/2019	33189	The Shoppers Weekly	1,150.26
8/28/2019	33190	Skookum Rotary Foundation	350.00
8/28/2019	33191	South Sound Investment Properties, LLC	300.00
8/28/2019	33192	Spike's Hydraulics	169.16
8/28/2019	33193	Staples Business Advantage	451.54
8/28/2019	33194	Total Battery & Automotive Supply	125.75
8/28/2019	33195	Tozier Brothers, Inc.	45.74
8/28/2019	33196	United Way of Mason County	45.00

# Mason Transit Authority Check Register

September 2019 Board Report

Activity From 7/11/2019 Through 9/12/2019

Document Date	Check #	Vendor Name	Amount
8/28/2019	33197	Westbay Auto Parts	689.70
8/30/2019	33198	District 160	4.00
8/30/2019	33199	John Magerstaedt	97.00
9/5/2019	33200	Mason Transit Authority - ACH Account	168,298.27
9/12/2019	33201	AIG Retirement	240.00
9/12/2019	33202	Allstream	183.41
9/12/2019	33203	Ecolube Recovery, LLC dba American Petroleum E	311.94
9/12/2019	33204	Associated Petroleum Products, Inc.	23,104.54
9/12/2019	33205	Aramark	311.40
9/12/2019	33206	Mick Baker	345.68
9/12/2019	33207	Belfair Water District #1	172.82
9/12/2019	33208	Fran Cavaille	49.88
9/12/2019	33209	CHG Building Systems, Inc	8,682.06
9/12/2019	33210	City of Shelton	583.81
9/12/2019	33211	Cascade Natural Gas	1,529.36
9/12/2019	33212	Comcast	192.37
9/12/2019	33213	Walter Cothran	73.08
9/12/2019	33214	Community Transportation Association	1,825.00
9/12/2019	33215	Cummins Northwest, LLC	1,212.11
9/12/2019	33216	Gene Currier	1,118.36
9/12/2019	33217	Department of Enterprise Services	491.85
9/12/2019	33218	Economic Development Council	1,000.00
9/12/2019	33219	EMC - Mason Transit	123.80
9/12/2019	33220	Gillig, LLC	975.49
9/12/2019	33221	Gillis Auto Center, Inc.	39.74
9/12/2019	33222	Carolyn Gravatt-Bowles	1,113.56
9/12/2019	33223	Hood Canal Communications	1,837.45
9/12/2019	33224	Robert W. Johnson, PLLC	1,600.00
9/12/2019	33225	Les Schwab	2,510.81
9/12/2019	33226	Mason County Garbage, Inc.	704.35
9/12/2019	33227	Mason County PUD #3	5,104.88
9/12/2019	33228	Mason County Utilities/Waste Management	96.00
9/12/2019	33229	Cheryl Moore	150.22
9/12/2019	33230	Mountain Mist Water	136.83
9/12/2019	33231	Judy Nicholson	152.10
9/12/2019	33232	Nisqually Automotive and Towing	337.51
9/12/2019	33233	Office Depot, inc.	152.08
9/12/2019	33234	Olympic Lock & Key	34.82



# Mason Transit Authority Check Register

September 2019 Board Report

Activity From 7/11/2019 Through 9/12/2019

Document Date	Check #	Vendor Name	Amount
9/12/2019	33235	Pacific Office Automation	473.42
9/12/2019	33236	Pitney Bowes	174.15
9/12/2019	33237	Pitney Bowes Purchase Power	171.00
9/12/2019	33238	Rexel USA, Inc. dba Platt Electric Supply, Inc.	44.49
9/12/2019	33239	Builders FirstSource	75.02
9/12/2019	33240	Seattle Automotive Distributing	488.47
9/12/2019	33241	Mason County Journal	280.00
9/12/2019	33242	Smersh	1,296.00
9/12/2019	33243	Sportworks Northwest, Inc.	219.77
9/12/2019	33244	Staples Business Advantage	498.15
9/12/2019	33245	Super Bee Alignment	49.19
9/12/2019	33246	Tozier Brothers, Inc.	54.61
9/12/2019	33247	ULINE	238.60
9/12/2019	33248	United Way of Mason County	90.40
9/12/2019	33249	U.S. Bank	9,391.69
9/12/2019	33250	Verizon Wireless	417.06
9/12/2019	33251	Voyager Fleet Systems, Inc.	6,352.21
9/12/2019	33253	Westbay Auto Parts	353.64
9/12/2019	33254	Westcare Clinic, Inc.	510.00
9/12/2019	33255	Whisler Communications	1,746.31
9/12/2019	33256	Robert Williams	327.70
9/12/2019	33257	AWorkSAFE Service, Inc.	890.00
9/12/2019	33258	Washington State Transit Association	1,890.00
9/12/2019	33259	ZEP Manufacturing Company	505.55
			<u>\$ 1,355,234.70</u>

# Mason Transit Authority Credit Card Activity

September 2019 Board Report

## July & August Activity

GL Title	Transaction Description	Expenses
Parts Inventory	Keldermans - Parts	\$ (79.00)
Parts Inventory	Valeo - Parts	80.48
Parts Inventory	Valeo - Parts	657.36
Wellness Expense	Amazon - Exercise Bike	302.46
Wellness Expense	Amazon - Ping Pong Table Wellness	433.99
Wellness Expense	Amazon - Punching Bag, Wellness	163.29
Uniform Allowance	Kotis - Ride Transit Shirts	414.74
Uniform Allowance	Kotis - Ride Transit Shirts	622.13
Uniform Allowance	Shoppers - Shirts for Roadeo	65.99
Publication Fees	Job Target - Driver Recruitment	300.00
Publication Fees	Job Target - Ops Supervisor Recruitment	20.00
Repair/Maintenance by Other	Jims Towing - Agreement for Parking Lot and Signs	47.74
Contract Services	SMARSH - Email Archiving	440.00 GM
Contract Services	SMARSH - Social Media Archiving	50.00 GM
Contract Services	SMARSH - Verizon Archiving	140.00 GM
Postage	USPS - Certified Mail	6.85
Other Services	Shelton Family Medicine - Vimont Medical Card	219.34
Facility Repair/Maintenance	Amazon - Bird Spikes for TCC Kiosk	6.62
Facility Repair/Maintenance	Amazon - Bird Spikes for TCC Kiosk	16.20
Facility Repair/Maintenance	Batteries Plus - Alarm Sensors	43.68
Facility Repair/Maintenance	Olympic Lock and Key - Cash Drawer	10.86
Facility Repair/Maintenance	Platt Electric - Cell Lights	19.63
Facility Repair/Maintenance	Rubber Flooring Inc. - Ramp for Bldg 2	272.88
Facility Repair/Maintenance	Walmart - Batteries for Alarm Sensors	24.41
Facility Repair/Maintenance	Walmart - Fertilizer	13.86
Facility Repair/Maintenance	Walmart - Roll Wrap for Floor Project	5.42
Facility Repair/Maintenance	Walmart - Spray Nozzles, Febreeze	38.95
Facility Repair/Maintenance	Walmart - Trash, batteries for gate opener	21.05
Operating Supplies	Amazon - Hand Sanitizer	66.60
Operating Supplies	Amazon - Seat Belt Extenders	15.18
Operating Supplies	Amazon - Seat Belt Extenders	30.34
Operating Supplies	Amazon - Seat Cushions for Drivers	238.58
Operating Supplies	Amazon - Supervisor Go bags	249.52
Operating Supplies	Amazon - Vendor Canopy	184.40
Office Supplies	Amazon - Office Fan	75.94
Office Supplies	Amazon - Picture Frame for Lobby	13.01
Office Supplies	Amazon - Picture Frame for Lobby	29.05
Office Supplies	Amazon - Picture Frame for Lobby	61.02
Shop Supplies	Shell - Shop Supplies	10.98
Shop Supplies	Shop Vac - Vacuum Bags	50.40
Cleaning/Sanitation Supplies	Amazon - Cleaner for HVAC	13.15
Cleaning/Sanitation Supplies	Amazon - Cleaner for HVAC	32.19
Cleaning/Sanitation Supplies	Amazon - Pump Jugs	5.05
Cleaning/Sanitation Supplies	Amazon - Pump Jugs	12.35
Cleaning/Sanitation Supplies	Walmart - Cleaning Supplies	19.54
Cleaning/Sanitation Supplies	Walmart - Cleaning Supplies	47.84
Cleaning/Sanitation Supplies	Walmart - Custodial Supplies	10.05
Cleaning/Sanitation Supplies	Walmart - Custodial Supplies	24.60
Safety Training Material & Supply	Tozier - 12 inch Measuring Wheel	76.15

# Mason Transit Authority Credit Card Activity

September 2019 Board Report

## July & August Activity

GL Title	Transaction Description	Expenses	
Shelter Supplies	McLendons - Pipes to Repair BHP	14.73	
Software	General Motors - Software	43.40	
Communications Equipment	Amazon - TCC Ops Office Mount	37.20	
Communications Equipment	Amazon - TCC Radio	29.28	
Communications Equipment	Amazon - TCC Radio	45.27	
Communications Equipment	Amazon - TCC Radio	61.01	
Communications Equipment	Builders First Choice - Kiosk Install	1.29	
Communications Equipment	Builders First Choice - Kiosk Install	16.05	
Communications Equipment	Builders First Choice - Kiosk Install	18.42	
Communications Equipment	HomeDepot - Kiosk Install	141.22	
Communications Equipment	Toziers - TCC Radio	11.41	
Communications Equipment	Toziers - TCC Radio	16.84	
IT Equipment	Amazon - Cell Phone Cover	32.52	
IT Equipment	Amazon - Service Repair	41.23	
IT Equipment	Amazon - TV Relocation Cables	17.84	
IT Equipment	Amazon - TV Relocation Stand	32.43	
IT Equipment	Walmart - TV Relocation Cord	23.81	
Small Tools & Equipment	Amazon - Casters, cart repair	58.52	
Small Tools & Equipment	Amazon - Drill Kit for Ceiling Repairs	44.20	
Small Tools & Equipment	Amazon - Drill Kit for Ceiling Repairs	108.21	
Small Tools & Equipment	Cornwell - Shop Tools	41.51	
Small Tools & Equipment	Home Depot - Scrubber	137.19	
Small Tools & Equipment	Mac Tools - Shop Tools	31.51	
Small Tools & Equipment	Walmart - Vacuum CLeaner	59.53	
Small Tools & Equipment	Walmart - Vacuum CLeaner	145.75	
Safety Supplies	Amazon - Eye Wash Station Driver's Lounge	35.16	
Safety Supplies	Amazon - SDS Labels	31.91	
Safety Supplies	Global Industrial - Safety Barriers for JP	623.10	
Small Equipment & Furniture	Uline - Mobile White Board	1,533.04	
Small Tools Replacement/Repair	Amazon - Small Tools for TCC Repair	23.11	
Small Tools Replacement/Repair	Amazon - Small Tools for TCC Repair	56.57	
Garbage	Shelton Landfill - CC Fees	6.00	
Garbage	Shelton Landfill - Trash	22.68	
Garbage	Shelton Landfill - Trash	27.84	
Garbage	Shelton Landfill - Trash	68.04	
Veh License/Registration Fee	Mason County Licensing - Replace Plates	31.75	
Dues, Memberships, Subscriptions	Adobe - Acrobat Pro Subscription	16.26	GM
Dues, Memberships, Subscriptions	Adobe - Acrobat Subscription	16.26	GM
Dues, Memberships, Subscriptions	Network Solutions - Domain Registration	78.09	GM
Dues, Memberships, Subscriptions	Network Solutions - Org Registration	17.35	GM
Dues, Memberships, Subscriptions	SHRM - Employee Handbook Subscription	350.00	
Dues, Memberships, Subscriptions	SHRM - Membership Fee	189.00	
Travel & Meeting Expense MTA	Disneyland Hotel - IPMA Annual Conference (Danette)	303.03	
Travel & Meeting Expense MTA	Disneyland Hotel - IPMA HR Annual Conference	303.03	
Travel & Meeting Expense MTA	Double Tree - State Conference	716.24	GM
Travel & Meeting Expense MTA	DoubleTree - Transpo Conference	716.24	
Travel & Meeting Expense MTA	DoubleTree - Transpo Conference	1,140.40	
Travel & Meeting Expense MTA	DoubleTree - Transpo Conference	1,165.20	
Travel & Meeting Expense MTA	Hilton Garden Inn - WSTA Conference	809.65	

Mason Transit Authority Credit Card Activity  
 September 2019 Board Report

July & August Activity

GL Title	Transaction Description	Expenses
Training / Seminars	MRSC - Public Records Webinar	35.00
Training / Seminars	TRB - Webinar	95.00 GM
Training / Seminars	WSTIP - Verbal Swat Training	75.00
Advertising/Promotion Media	Bannerbuzz - Banner	(185.80)
Advertising/Promotion Media	Bannerbuzz - Banner	185.80
Advertising/Promotion Media	Bannerbuzz - Banner Stand	179.58
Advertising/Promotion Media	Executive Advertising - Blinky Lights Promo Item	236.62
Advertising/Promotion Media	Executive Advertising - MTA Logo Pens	98.11
Advertising/Promotion Media	Mason County Historical Society - EDC Basket	44.06
Advertising/Promotion Media	Quality Logo - Credit for Shipping Cost	(32.55)
Advertising/Promotion Media	Quality Logo Products - Hand Sanitizer and Tote Bags	443.73
Advertising/Promotion Media	The Shopper - EDC Basket	23.94
Advertising/Promotion Media	Walmart - Credit for Souviners	(33.77)
Advertising/Promotion Media	Walmart - EDC Event Basket	33.77
Passenger Parking Facilities	Glacier - Belfair Parking	550.00
Passenger Parking Facilities	Glacier West - Belfair Parking	550.00
		<u>\$ 17,413.68</u>

**COPY**

**I. Pretrip Authorization**

1. Name: Danette Brannin Event: Public Transportation Conference  
 2. Destination: Seatac Departure Date: 8/18/19 Return Date: 8/21/19  
 3. Estimated Total Cost of Travel (registration, airfare, lodging, meals, car etc.) Total: \_\_\_\_\_  
 4. Advance Travel Request Amount \$ 0 **-- Event Agenda must be Attached --**  
 5. Mode(s) of travel to be used: Car or Public Transit 6. Using a Staff Car?  Y  N *\* Depending on other staff*  
 7. Approved by: \_\_\_\_\_ Team Manager or designee **Ineligible**   
 8. Advance Travel Granted is: Check # \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**II. Travel Expenses: All EXPENSES MUST HAVE matching Receipts/Documents attached (EXCEPT MEALS).**

SECTION A	ESTIMATED EXPENSES	ACTUAL EXPENSES (complete upon return)		
		MTA PAID THRU A/P	MTA CREDIT CARD	EMPLOYEE EXPENSE
Meals from IV. Meal Calculation worksheet	\$ 146.00			\$ 57
Airline Travel:	\$		\$	\$
Rental Car	\$		\$	\$
Lodging: <u>Below Rate</u>	\$ 677.03		\$ 716.24	\$
Registration fees:	\$ 350.00	\$ 350.00		\$
Mileage: _____ miles X .58 per mile*	\$			\$
Mileage (Pers Veh): <u>112</u> miles X .29 mile*	\$			\$ 32.48
Airport Parking/Parking Lot	\$			\$
Shuttle / Taxi	\$			\$
Bridge Toll / Ferry	\$			\$
	\$			\$
	\$			\$
<b>TOTAL</b>	\$ 1,173.03	\$ 350.00	\$ 716.24	\$ 89.48

\* includes parking

• Attach a copy of MapQuest to verify mileage. Starting point is 790 E Johns Prairie Rd or your home, whichever is closer to your destination. Miles to the Airport from MTA is 153 miles round trip (no MapQuest needed)

SECTION B	PAID WITH A/P	PURCHASE LOG	EMPLOYEE
1. Total Actual Expenses:	\$ 350.00	\$ 716.24	\$ 89.48
* Will be reimbursed \$750.00 est. by RTAP Scholarship	1. Less total cash advances		\$ 0
	2. Total reimbursement due		\$ 89.48
	3. Or total due to MTA		\$

**TOTAL TRAVEL EXPENSES** (add totals in the Total Expenses line Section B) \$ 1,155.72

**III. Certification**

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no other payment has been received by me as reimbursement for these expenses.

1. Employee Signature:	2. Date: <u>8/23/19</u>	3. Team Leader Signature:	4. Date:
Finance Use Only			
5. Travel General Ledger Account #:	7. Audited By:	8. Date:	



RB

## PURCHASE LOG

Name: Denette Brannen

Date Submitted

Department: Admin

9/3/19

Manager's Approval: \_\_\_\_\_

Finance Use  
Only

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
8/20/19	Doubletree	State Conference	716.24*	Y	Admin	509001-10	
8/26/19	TRB	Webinar	95.00*	Y	Admin	509024-10	
8/26/19	Network Solutions	Org. Registration	17.35*	Y	Admin-IT	509020-10	
8/27/19	Network Solutions	Domain Registration	78.09*	Y	Admin-IT	11	11
8/20/19	Adobe	Subscription	16.26*	Y	Admin	11	11

TOTAL \$922.94

Don't forget to attach original receipts

Signature [Handwritten Signature]

Date 9/3/19

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





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

**Agenda Item:** Unfinished Business – Item 1 – ***ACTIONABLE***

**Subject:** Employee Social Media Policy (POL-1003)

**Prepared by:** Danette Brannin, General Manager

**Approved by:** Danette Brannin, General Manager

**Date:** September 17, 2019

### **Background:**

The policy on Employee Social Media was brought to the Board for approval at the July 16, 2019 meeting.

After discussion around the section of 5.0, suggested language was given by the Board for revision to the policy. Staff was instructed to make the change to the policy and bring the policy back to the Board in September for review and approval.

The changes show in blue under section 5.5.6.

Additional language by Legal Counsel was added in red under section 5.5.6.

**Summary: Approve changes to MTA's Employee Social Media Policy (POL-1003).**

### **Fiscal Impact:**

None.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2019-19 and the attached Employee Social Media Policy (POL-1003).





**Title:** Employee Social Media Policy  
**Number:** 1003  
**Effective:** July 16, 2019; REVISED January 20, 2016  
**Prepared by:** Christina Kramer, Outreach Danette Brannin, General Manager  
**Approved by:** Board Authority  
Resolution No. 2016-05; 2019-19

## **POL-1003 EMPLOYEE SOCIAL MEDIA POLICY**

This policy applies to all Mason Transit Authority (MTA) representatives.

### **1.0 Purpose**

This policy establishes the rules and expectations for MTA representatives' appropriate use of social media and professional representation of/relationship with MTA, whether the use is personal or part of MTA-related responsibilities. This policy is not intended to restrict communications or actions protected or required by law.

### **2.0 Definitions**

For the purpose of this policy, the following definitions apply:

- 2.1 **Social Media:** All means of communicating or posting information or content of any sort on the Internet, including to usage across multiple platforms, such as, Facebook, Twitter, Nixel, blogs, YouTube, Flickr, Instagram, Vine, chat room, affinity websites, and other forms of electronic communication.
- 2.2 **Content:** Any text, metadata, Quick Response (QR) codes, digital recordings, videos, graphics, images, photos, depictions, or links.
- 2.3 **Comment:** A response to an article or social media content submitted by a commenter.
- 2.4 **MTA Representative:** An employee, board member, agent, volunteer, contractor, or vendor that is identifiable as working for or on behalf of MTA.

### **3.0 Policy**

All MTA representatives must maintain the highest standards of propriety, professionalism, and respect in their creation or use of social media content, and are accountable for the form, content, and substance of all information they post, publish, or otherwise share on social media.

### **4.0 MTA Use of Social Media**

The following principles and expectations apply to professional use of social media on behalf of MTA, as well as personal use of social media involving work or subjects associated with MTA.

- 4.1 All MTA-related social media content and activities must comply with MTA Social Media Communications Policy (POL-1002), including prior approval of social media content by the General Manager or his/her designee(s) before it is posted, published, or otherwise shared.



**Title:** Employee Social Media Policy  
**Number:** 1003  
**Effective:** July 16, 2019; REVISED January 20, 2016  
**Prepared by:** Christina Kramer, Outreach Danette Brannin, General Manager  
**Approved by:** Board Authority  
Resolution No. 2016-05; 2019-19

- 4.2 MTA representatives must adhere to the MTA Code of Conduct as outlined in the Employee Handbook, and other MTA policies when using social media related to MTA.
- 4.3 MTA representatives need to be aware of the effect their actions may have on their images as well as MTA's image. The information that MTA representatives post, publish, or otherwise share may be public information for a long time, and/or subject to public record laws.
- 4.4 MTA representatives need to be aware that MTA may observe content and information made available by MTA representatives through social media. MTA representatives must use their best judgment and post material that is neither inappropriate nor harmful to MTA, MTA representatives, MTA system, customers, or the general public.
- 4.5 Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment, or violate any part of MTA's Social Media Communications Policy (POL-1002).
- 4.6 MTA representatives are not to publish, post, release, or otherwise share any information that is considered proprietary, confidential or private. If there are questions about what is considered confidential, MTA representatives should check with the General Manager or designee(s).
- 4.7 Social media content sometimes generates press and media attention or legal questions. MTA representatives will refer these inquiries to the General Manager or designee(s).
- 4.8 If an MTA representative encounters a situation while using social media that may become antagonistic, the MTA representative should disengage from the dialogue in a polite and respectful manner and immediately notify the General Manager or designee(s).
- 4.9 MTA representatives must receive permission before referring to or posting images of current or former MTA representatives. Additionally, MTA representatives must get appropriate permission to use a third party's copyrighted material, trademarks, service marks or other intellectual property.
- 4.10 Social media use must not interfere with the employee's other responsibilities at MTA. Using MTA computer systems or electronic devices to manage social media for MTA-related purposes is permitted (e.g., Facebook, Twitter, MTA blogs, and LinkedIn), but personal use of social media platforms is prohibited and may result in discipline, up to and including discharge.



**Title:** Employee Social Media Policy  
**Number:** 1003  
**Effective:** July 16, 2019; REVISED January 20, 2016  
**Prepared by:** Christina Kramer, Outreach Danette Brannin, General Manager  
**Approved by:** Board Authority  
Resolution No. 2016-05; 2019-19

## 5.0 Personal Use of Social Media

MTA does not seek to censor MTA representatives who are active on social media on their own time and using their own electronic devices. However, there are situations in which MTA representatives may be held accountable or disciplined, up to and including discharge, for their social media activity, even when that activity occurs on their own time. Based on current law interpretations regarding free speech rights of public employees, the following principles and guidelines apply to personal use of social media.

- 5.1 Subject to applicable law, off-duty conduct that violates MTA’s Code of Conduct or any other MTA policy may subject an employee to disciplinary action, up to and including discharge.
- 5.2 If an MTA representative publishes content while off-duty but involves work or subjects associated with MTA, a disclaimer must be used to distinguish activity made in his/her individual capacity versus an MTA-related capacity, such as: “The postings on this site are my own and do not represent MTA’s positions, strategies or opinions.”
- 5.3 MTA representatives must keep MTA-related social media accounts separate from their personal accounts. MTA representatives must adhere to the same ethical obligations that govern their conduct while on the job/officially acting on behalf of MTA. For example, confidential MTA information or documents must not be discussed, disclosed, or otherwise shared.
- 5.4 MTA representatives must exercise discretion and good judgment when commenting upon employees, either professionally or personally. This is particularly true when the comments are derogatory and derisive, or constitute name calling or slurs. This is also true when the comments are on publicly available social media platforms likely to be seen by other coworkers or the target of the comments.
- 5.5 MTA representatives must not post, share, or support comments or other content that negatively affects the MTA’s operations or ability to serve the public. Prohibited content includes:
  - 5.5.1 Any posting that includes harassment, threats of violence, or similar inappropriate conduct;
  - 5.5.2 Any posting that ridicules, maligns, disparages, expresses bias, negative connotations, or disrespect toward any race, religion, sex, gender, sexual orientation, nationality, or any other protected class of individuals;



**Title:** Employee Social Media Policy  
**Number:** 1003  
**Effective:** July 16, 2019; REVISED January 20, 2016  
**Prepared by:** Christina Kramer, Outreach Danette Brannin, General Manager  
**Approved by:** Board Authority  
Resolution No. 2016-05; 2019-19

- 5.5.3 Any posting that suggests that MTA personnel are engaged in behavior reasonably considered to be unlawful or reckless toward public interests;
- 5.5.4 Any posting that otherwise violates any law or MTA policy.
- 5.5.5 Public employers such as MTA may lawfully impose disciplinary action for speech, even when such speech touches on a matter of public concern, when such speech also impairs discipline or control by supervisors; disrupts coworker relations; erodes close working relationships premised on personal loyalty and confidentiality; interferes with the speaker's performance of duties; or obstructs operations. Employees may be subject to discipline up to and including discharge for social media activity that violates these standards or otherwise violates MTA policy.
- 5.5.6 MTA maintains various policies that are intended to encourage employees to report workplace concerns, including our policies addressing unlawful harassment and whistleblower protections. Nothing in this policy is meant to prevent an employee from exercising his or her right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern. If an employee has concerns about workplace issues, MTA encourages employees to raise those concerns through the appropriate channels. It is generally more effective to address work-related complaints by speaking directly with co-workers or by using one of the reporting mechanisms designed to address such concerns rather than by posting complaints to a social media platform. Nevertheless, if an employee decides to post complaints or criticism, that person should avoid using statements that are, or content that could be reasonably construed to could be viewed as malicious, obscene, threatening or intimidating, or meant to that defames, or disparages others, or that might constitute harassment. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, sexual orientation, disability, religion, or any other status protected by law or MTA policy.

**RESOLUTION NO. 2019-19**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
ADOPTING A REVISED EMPLOYEE SOCIAL MEDIA POLICY.**

**WHEREAS**, the Mason Transit Authority (“MTA”) Board approved and adopted MTA’s Employee Social Media Policy (POL-1003) on January 20, 2016; and

**WHEREAS**, social media tools can provide opportunities for enhanced communication with customers, employees and other stakeholders;

**WHEREAS**, the use of social media tools has evolved since the policy was approved and this revised policy provides principles and guidelines relating to the personal use of social media by all MTA representatives;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the revised Employee Social Media Policy (POL-1003), which is attached hereto and incorporated herein, be established and adopted.

Adopted this 17<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Wes Martin, Vice-Chair

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Deborah Petersen, Authority Member

\_\_\_\_\_  
Don Pogreba, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

\_\_\_\_\_  
Sandy Tarzwell, Authority Member

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

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, 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 1 – *Actionable*  
**Subject:** Amendment to Agreement with SCJ Alliance  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** September 17, 2019

### **Background:**

The Board adopted Resolution No. 2016-14 on April 19, 2016 approving the agreement between Mason Transit Authority and Shea, Carr & Jewell, Inc. (dba SCJ Alliance).

The contract expired June 30, 2019. Since the park & ride project is not yet completed, it is necessary to extend the contract. The amendment extends the contract to June 30, 2023 to line up with the funding structure from WSDOT which is through the 2021-23 biennium.

Legal Counsel has reviewed this proposed Amendment 7 to the Agreement.

**Summary: Approve Amendment No. 7 of Agreement between MTA and SCJ Alliance and authorize General Manager to sign.**

### **Fiscal Impact:**

[no additional]

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2019-20 approving Amendment No. 7 to the agreement between SCJ Alliance and MTA and authorize the General Manager to sign the Amendment No. 7.



**AMENDMENT NO. 7  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN**

**Firm:** Shea, Carr & Jewell, Inc (dba SCJ Alliance) (“SCJ”)  
**Address:** 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516  
**Telephone:** 360-352-1465  
**Fax:** 360-352-1509

and

**Client:** Mason Transit Authority (“Client”)  
**Address:** 790 E Johns Prairie Rd. Shelton, WA 98584  
**Telephone:** 360-426-9434  
**Fax:** NA  
**Email:** [dbrannin@masontransit.org](mailto:dbrannin@masontransit.org)

The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.

**Date:** August 26, 2019  
**Project Name:** MTA Park and Ride Development Project  
**Project No.:** 0738.05

**Amendment Description:**

This Amendment is prepared to extend the term of the original contract agreement until June 30, 2023. This Amendment does not reflect any changes to the original scope of work or contract budget amount.

**Reason for Amendment:**

This Amendment extends the term of the original contract agreement until June 30, 2023. This Amendment does not reflect any changes to the original scope of work or the contract budget amount.

<b>Contract Price</b>		<b>Time of Completion</b>	
Original Contract:	\$ <u>1,772,600</u>	Original Contract:	<u>June 30, 2019</u>
Prior Amendments:	\$ <u>N/A</u>	Prior Amendment:	<u>N/A</u>
<b>This Amendment:</b>	<b>\$ <u>CONTRACT EXTENSION</u></b>	<b>This Amendment:</b>	<b><u>June 30, 2023</u></b>
Total Contract:	\$ <u>1,772,600</u>		

**Approved By:**

**Mason Transit Authority**

**SCJ Alliance**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**RESOLUTION NO. 2019-20**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING AND AUTHORIZING THE GENERAL MANAGER TO SIGN  
AMENDMENT NO. 7 OF THE AGREEMENT BETWEEN MASON TRANSIT  
AUTHORITY AND SHEA, CARR & JEWELL, INC (DBA SCJ ALLIANCE).**

**WHEREAS**, the Mason Transit Authority Board by adopting Resolution No. 2016-14 on April 19, 2016, approved the agreement between Mason Transit Authority and Shea, Carr & Jewell, Inc. (dba SCJ Alliance), which Agreement expired on June 30, 2019; and

**WHEREAS**, the Agreement expired on June 30, 2019 and since the park & ride project is not completed, it is now necessary to extend the contract; and

**WHEREAS**, Amendment No. 7 to the original Agreement extends the term of the contract to June 30, 2023 so that it lines up with the funding structure from WSDOT, which is through the 2021-23 biennium;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the General Manager is authorized to sign Amendment No. 7 to the Agreement between Mason Transit Authority and Shea, Carr & Jewell, Inc. (dba SCJ Alliance), which amendment extends the term of the Agreement to June 30, 2023.

Adopted this 17<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Wes Martin, Vice-Chair

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Deborah Petersen, Authority Member

\_\_\_\_\_  
Don Pogreba, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

\_\_\_\_\_  
Sandy Tarzwell, Authority Member

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

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, General Manager

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

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

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 2 – *Actionable*

**Subject:** Agreement for Star Pass Program

**Prepared by:** Danette Brannin, General Manager

**Approved by:** Danette Brannin, General Manager

**Date:** September 17, 2019

**Summary for Discussion Purposes:**

Attached is an Agreement for the State Agency Rider (STAR) Pass program between WSDOT and Mason Transit Authority. This agreement is for the transit pass program for Washington State employees assigned to a worksite located in Thurston County and use unlimited and unrestricted travel on all Mason Transit routes, including regular fixed routes and Dial-a-Ride service. It is the second year of participation in the program and funding is part of the transportation budget.

The agreement is good for the period of July 1, 2019 – June 30, 2020.

Legal has reviewed the Agreement.

**Summary: Approve Agreement between WSDOT and MTA for operation of STAR Program and authorize General Manager to sign.**

**Fiscal Impact:**

MTA will invoice WSDOT monthly in an amount not to exceed \$399 per month.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2019-21 and the attached Agreement between WSDOT and MTA for the operation of the STAR Pass program (Agreement #PTD0012).

Mason Transit Authority Agreement and WSDOT Agreement #PTD0012

Agreement for the State Agency Rider (STAR) Pass Program  
Between the Washington State Department of Transportation  
And  
Mason Transit Authority

This agreement is made and entered into by and between MASON TRANSIT, a public transportation benefit area of the State of Washington, hereinafter referred to as "TRANSIT", and WASHINGTON STATE DEPARTMENT OF TRANSPORTATION hereinafter referred to as "WSDOT" (Agreement.)

WHEREAS, pursuant to RCW 70.94.547, WSDOT is authorized to aggressively develop substantive programs to reduce commute trips by state employees to reduce energy consumption, congestion, and air and water pollution; and

WHEREAS, the State of Washington in its Session Laws of 2019, chapter 416, section 220, has appropriated funds in the transportation budget for WSDOT to implement the state agency commute trip reduction program; and

WHEREAS, WSDOT seeks to encourage transit as an alternative to automobile use by Washington State employees; and

WHEREAS, TRANSIT provides fixed route bus service throughout the urban growth areas of Thurston and Mason counties;

NOW, THEREFORE, pursuant to chapter 39.34 RCW, and in consideration of the terms, conditions, covenants, and performance contained herein, TRANSIT and WSDOT agree as follows:

1. PURPOSE

1.1 This Agreement establishes a transit pass program for any Washington State employee who expresses intent to commute to his or her assigned state worksite using a public transit system currently participating in the STAR pass program.

2. DEFINITIONS

2.1 Eligible Employees

Eligible employees shall include Washington State employees both permanent and temporary. Retired state employees and state K-12 employees are not eligible for a STAR Pass.

## 2.2 State Agency Rider (STAR) Pass Sticker

A STAR Pass authorizing sticker authorizes eligible employees to unrestricted and unlimited travel on all local TRANSIT routes, including regular fixed routes, routes into Pierce County and Dial-a-Lift service at no cost, referred to hereinafter as "STAR Pass Sticker." The STAR Pass Sticker shall be of a size and design that is mutually deemed acceptable by WSDOT and TRANSIT. The STAR Pass Sticker shall have no value after the termination date of this Agreement. Should this Agreement be extended pursuant to Section 3, below, the stickers shall remain valid through the new termination date established by mutual written amendment to the Agreement.

## 2.3 Employee Existing Photo Identification Cards/Badges

The STAR Pass sticker shall be applied to participating employees' existing agency photo identification cards/badges, which are issued by participating Washington State agencies. At a minimum, this card shall include the employee's name and picture. The STAR Pass sticker shall be affixed to the side of the identification card that contains the employee's picture.

## 2.4 STAR Pass Identification Card

The parties recognize that some agencies do not provide an employee photo identification card. To facilitate the participation of such employees in the STAR Pass Program, a STAR Pass photo identification card will be provided by WSDOT. This card will include, at a minimum, the employee's name and picture and will validate that they are an employee of the State of Washington. The STAR Pass sticker shall be affixed to the side of the identification card that contains the employee's picture.

## 2.5 STAR Pass

Employee existing photo identification cards/badges with a STAR Pass Sticker affixed thereto and the STAR Pass identification card with a STAR Pass Sticker affixed thereto are both referred to as "STAR Pass."

## 3. TERM

3.1 The term of this Agreement shall commence on July 1, 2019, regardless of the date of signature and execution of this Agreement and continue through June 30, 2020, unless terminated earlier as provided herein.

3.2 This Agreement may be extended for additional terms subject to a renegotiation of the Agreement terms, payment for services, and other terms. Any extensions shall be in writing and signed by persons authorized to represent each party.

#### 4. PROCEDURE FOR USE

4.1 During this program, WSDOT will provide agencies with a STAR Pass sticker that shall be affixed as applicable on each participating employee's agency photo identification card or STAR Pass photo identification card. This sticker will signify that a person is a Washington State employee who is eligible to participate in the STAR Pass Program. TRANSIT will provide individuals who present a validated STAR Pass when boarding a TRANSIT vehicle, unrestricted and unlimited travel on all local TRANSIT routes, including regular fixed routes, routes into Pierce County; and Dial-A-Lift service. Service operated by any another transit agency is not part of this Agreement.

4.2 The STAR Pass must be displayed for the bus operator upon boarding. Operator will accept only STAR Passes that are affixed to a state-issued photo identification card.

#### 5. WSDOT RESPONSIBILITIES.

##### 5.1 Printing

The costs of printing STAR Pass stickers in sufficient quantity and distributing those stickers to the appropriate agency staff, and photo identification cards to agencies that do not provide identification cards to their employees, will be borne by WSDOT.

##### 5.2 Distribution

WSDOT will develop and enforce policies and procedures that ensure STAR Passes are only distributed to persons who are eligible to participate in this program. WSDOT will coordinate with other Washington State agencies to ensure that STAR Passes are distributed only to eligible employees.

##### 5.3 Collection of STAR Passes Upon Termination

WSDOT will coordinate with other state agencies to ensure that STAR Passes are collected from employees before they terminate state employment or move to a worksite outside of Thurston County.

#### 6. TRANSIT RESPONSIBILITIES

##### 6.1 Program Marketing

TRANSIT will consult with WSDOT for, and Transit will pay for on-going marketing and promotional campaigns for the STAR Pass program.

##### 6.2 Sticker and Pass Design

TRANSIT will assist WSDOT in designing the validating STAR Pass Sticker and STAR Pass identification card and will deliver to WSDOT, at no cost to WSDOT, print ready artwork as needed.

### 6.3 Transit Access

TRANSIT will allow each eligible employee displaying a valid STAR Pass to unrestricted and unlimited travel on all local TRANSIT routes, including regular fixed routes, routes into Pierce County, and Dial-a-Lift service, without charge.

### 6.4 Collection of Transit Ridership Data

To facilitate program review and evaluation, TRANSIT will develop and maintain program ridership reports. TRANSIT and WSDOT will jointly develop a methodology to periodically assess ridership. TRANSIT will assess STAR Pass use during the months of September and/or October, and during the Legislative Session each year that the Agreement is in effect. Each assessment will be conducted throughout a two-week period. TRANSIT will provide the results of these surveys to WSDOT and TRANSIT and WSDOT will use such results to determine the amount to be charged to WSDOT for the STAR Pass program.

## 7 PAYMENT

7.1 TRANSIT will invoice WSDOT for the operation of the STAR Pass program. WSDOT will reimburse TRANSIT at the rate of \$1.165 (one dollar and sixteen and one-half cents) per trip as determined through the ridership surveys detailed in Section 6.4 of this Agreement.

7.2 Boarding counts conducted by TRANSIT over the past two years 2018 and 2019 (three counts each year) indicated that an average 342.33 trips were taken by STAR Pass holders each month. Using the average it is expected that approximately 4,108 trips will be taken during the contract period, July 1, 2019 through June 30, 2020.

7.3 At \$1.165 (one dollar and sixteen and one-half cents) per trip, the total contract is not to exceed Four Thousand Seven Hundred and Eighty Eight (\$4,788) subject to the availability of funding.

- A. WSDOT will make payment to TRANSIT monthly in an amount not to exceed Three Hundred and Ninety Nine (\$399) per month.
- B. At the completion of each ridership assessment per Section 6.4 of this Agreement, the monthly amount paid by WSDOT to TRANSIT for the STAR Pass Program may be adjusted. Any changes to the amount shall require an amendment to this contract.
- C. WSDOT shall make payment to TRANSIT within thirty (30) days of receipt from TRANSIT of appropriate invoices and billing statements.

7.4 No advance payment shall be made for services furnished by TRANSIT prior to execution of this contract or prior to services being provided.

## 8. REPORTS AND EVALUATIONS

8.1 TRANSIT's ridership reports and other records will be available for inspection, review, or audit by personnel duly authorized by WSDOT. Program performance reports will be maintained by TRANSIT for a period of six years following the termination of this Agreement. TRANSIT shall allow WSDOT access to program performance reports for the purpose of monitoring and evaluating program performance.

8.2 If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until such litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

## 9. AMENDMENTS

9.1 Either party may request changes to this Agreement. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment of this Agreement and signed by persons authorized to represent each party.

## 10. INDEPENDENT CAPACITY OF TRANSIT

10.1 The TRANSIT and its employees, agents, representatives or subcontractors performing under this contract are not employees or agents of WSDOT. TRANSIT, its employees agents, representatives of subcontractors, will not hold themselves out as nor claim to be an officer or employee of WSDOT or of the State of Washington by reason hereof, nor will TRANSIT make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW.

## 11. INDEMINIFICATION

11.1 TRANSIT shall protect, defend, indemnify, and hold harmless the WSDOT, its officers, officials, employees, and agents as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), of whatsoever kind brought against WSDOT arising out of, or in any way in connection with the execution of this Agreement. TRANSIT will not be required to indemnify defend, or save harmless the WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the WSDOT. Where such claims, suits, or actions result from the concurrent negligence of both parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. The indemnification and hold harmless provision shall survive termination of this Agreement.



11.2 TRANSIT agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any TRANSIT employees or agents arising from or in connection with execution of this Agreement while they are on public or on WSDOT-owned right-of-way. For this purpose, TRANSIT, by mutual negotiation, hereby waives with respect to the WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW

12. AMERICAN WITH DISABILITIES ACT (ADA) of 1990. PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

12.1 TRANSIT must comply with the ADA, and any amendments thereto, which provide comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### 13. TERMINATION

13.1 Failure by either party to comply with the terms of this Agreement shall constitute a breach of the Agreement and cause for termination, subject to any other provisions of this Agreement that allow either party a reasonable time to cure such noncompliance, and otherwise subject the breaching party to the non-breaching party's sole option to permit a reasonable time to cure such noncompliance.

13.2 Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13.3 In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this contract and prior to completion of the term of this Agreement, WSDOT may terminate the contract under the "Termination" clause, without the thirty day notice requirement, subject to re-negotiation under any new funding limitations and conditions.

### 14. APPLICABLE LAW AND VENUE

14.1 This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by state law.

14.2 In the event that either party deems it necessary to initiate litigation involving this Agreement, venue shall be in Thurston County, Washington.

## 15. DISPUTES

15.1 In the event that a dispute arises under this Agreement, it shall be resolved in the following manner: Each party shall appoint a member to a Dispute Board. Both appointed members shall jointly appoint a third member to the Dispute Board who is not employed by or otherwise associated with either party. The Dispute Board shall evaluate the dispute and make a determination of the dispute which shall be binding upon both parties.

15.2 The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15.3 Each party shall be responsible for its own costs for the Dispute Board and process and also agrees to share equally in any costs of the third member to the Dispute Board.

## 16. INSURANCE

16.1 TRANSIT shall obtain and keep in force during the full term of this Agreement the following coverage:

- A. Workmen's Compensation Insurance in compliance with the laws of the State of Washington covering all employees employed by TRANSIT and providing services pursuant to this Agreement.
- B. Comprehensive Auto Liability Insurance on all vehicles used in connection with this Agreement whether owned, non-owned, or hired, with not less than \$5,000,000.00 combined single limit for bodily injury and property damage per accident.
- C. Comprehensive General Liability Insurance with limits for bodily injury and property damage of \$5,000,000.00 combined single limit per occurrence.

16.2 TRANSIT will name WSDOT, its officers, agents, employees, and volunteers as an additional insured on the insurance policies in "B" and "C" above by endorsement of the liability policies required above. The endorsement shall require the insurer to provide WSDOT with not less than Forty-five (45) days prior written notice per RCW 48.18.290 before any cancellation of the coverage required above.

16.3 Within ten (10) days of execution of this Agreement TRANSIT will provide WSDOT with evidence of the insurance coverage listed above through either a certificate of insurance or certified copy of the policy.

## 17. ASSIGNMENT/SUBCONTRACTING

17.1 TRANSIT shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of WSDOT and it is further agreed that said consent must be sought in writing by TRANSIT not less than sixty (60) days prior to the date of any proposed assignment. WSDOT reserves the right to reject without cause any such assignment.

## 18. NON-DISCRIMINATION

18.1 In the performance of this Agreement, TRANSIT shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), American With Disabilities Act of 1990, Public Law 101-336, 28 CFR Part 35, and Chapter 49.60 RCW, as now or hereafter amended.

18.2 TRANSIT shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

18.3 In the event of TRANSIT's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and TRANSIT may be declared ineligible to further enter into Agreement with WSDOT. TRANSIT shall, however, be given a reasonable time in which to cure this noncompliance.

18.4 Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## 19. PARTY CONTRACT MANAGERS

19.1 WSDOT's contract manager: Amber Nguyen  
Public Transportation Division  
Urban Programs Manager  
PO Box 47387  
Olympia, Washington 98504-7387  
360-705-7877

19.2 MASON TRANSIT AUTHORITY's Contract manager Kathy Geist  
790 E Johns Prairie Rd  
Shelton, Washington 98584  
360-426-9434

## 20. SEVERABILITY

20.1 Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect.

## 21. ENTIRE CONTRACT

21.1 This agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded.

22. AUTHORIZATION

22.1 The undersigned acknowledge that they are authorized to execute this Agreement and bind their agencies to the obligations set forth herein.

**IN WITNESS WHEREOF, TRANSIT AND WSDOT have caused this Agreement to be executed as of the date last signed below by the Parties.**

**MASON TRANSIT AUTHORITY**

**DEPARTMENT of TRANSPORTATION**

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

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

\_\_\_\_\_  
Danette Brannin,  
General Manager

\_\_\_\_\_  
Brian Lagerberg, Director  
Public Transportation

**RESOLUTION NO. 2019-21**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING AND AUTHORIZING THE GENERAL MANAGER TO SIGN THE  
AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION FOR THE STAR PASS PROGRAM  
(AGREEMENT#PTD0012).**

**WHEREAS**, Mason Transit Authority desires to continue the State Agency Rider (STAR) Pass program with the Washington State Department of Transportation (WSDOT) to provide transportation to those riders of the STAR program to further enable their use of transit when connecting with other transit providers in the STAR program; and

**WHEREAS** Mason Transit Authority has participated in the STAR program for one year and in order to continue in the program, it is necessary to enter into an agreement establishing the terms and conditions of the program for the next year;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the General Manager is authorized to sign the Agreement for the State Agency Rider (STAR) Pass program between the State of Washington Department of Transportation and Mason Transit Authority (Agreement#PTD0012).

Adopted this 17<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Wes Martin, Vice-Chair

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Deborah Petersen, Authority Member

\_\_\_\_\_  
Don Pogreba, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

\_\_\_\_\_  
Sandy Tarzwell, Authority Member

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

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, 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:** Amendatory Resolution re Fees for Public Records Requests  
**Prepared by:** Tracy Becht, Clerk of the Board and Public Records Officer  
**Approved by:** Danette Brannin, General Manager  
**Date:** July 16, 2019

### **Background:**

The Board adopted Resolution No. 2017-36 on November 21, 2017 approving the statutory default fees for public records requests that were effective as of July 23, 2017. For the most part, public records requests exceed \$5 to \$10. However, there have been instances where the total costs have been under 50 cents. The time and costs of MTA to process the charging of those costs outweigh any benefit.

We propose parameters in which costs associated with fulfilling a public records request be considered de minimis and that those charges may be waived.

The following are examples in which the General Manager or Public Records Officer would waive fees for a public records request:

- Responding to law enforcement requests; and
- Requested records by any one requestor incurring less than \$5 in fees.

Legal Counsel has reviewed this proposed resolution.

**Summary: Approve amendatory resolution relating to waiving certain de minimis fees relating to public records requests.**

### **Fiscal Impact:**

TBD

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2019-22 relating to waiving statutory default fees under certain circumstances.

**RESOLUTION NO. 2019-22**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
AMENDING RESOLUTION NO. 2017-36.**

**WHEREAS**, the Mason Transit Authority Board adopted Resolution No. 2017-36 on November 21, 2017 approving the statutory default fees for public records requests that were effective as of July 23, 2017; and

**WHEREAS**, there are have been instances where the fees calculated to fulfill the public records request have been a few cents or under \$1 and the costs to MTA to process the charges of those costs outweigh the benefit of receiving the funds;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the General Manager or Public Records Officer may waive charges for providing the requested records if it would be more administratively burdensome to charge for those costs as approved by Resolution No. 2017-36.

**BE IT FURTHER RESOLVED** the public records officer shall state in its records the qualifying reason for waiving such fees.

Adopted this 17<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Wes Martin, Vice-Chair

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Deborah Petersen, Authority Member

\_\_\_\_\_  
Don Pogreba, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

\_\_\_\_\_  
Sandy Tarzwell, Authority Member



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

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, 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:** Sales Tax Equalization Funding Allocation  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** September 17, 2019

### Background:

MTA received notification of the Sales Tax Equalization Formula award from WSDOT. The award is to transit systems serving small cities and rural areas. Eligible transit agencies receive a prorated amount of the rural mobility funds based on annual sales tax revenues as reported by the Department of Revenue.

The award is in the amount of \$1,539,691 and can be used for operating or capital as determined by the transit agency.

Staff will be allocating \$1,343,191 to operating. This amount will be added to MTA's Consolidated Grant Agreement for 2019-2021.

The remaining \$196,500 will be used to purchase a smaller cutaway for DAR and for repairs to coaches. Staff is seeking approval to purchase a Ford Transit Starcraft and to issue a PO prior to the price increase on October 1, 2019. The cost of the vehicle is \$80,795.

We will also be replacing engines and transmissions to extend the useful life of three coaches. The coaches are at the 12-year mark and we will be able to get another 5-8 years out of the coaches if we replace the engines and transmissions. The cost for the project is \$116,500.

WSDOT will be issuing an agreement for the vehicle purchase and coach repairs.

**Summary: Approve the purchase of a Ford Transit Starcraft and replacement of three engines and transmissions. Approve issuing a Purchase Order to NW Bus Sales for the Ford Transit Starcraft.**

### Fiscal Impact:

\$0. Sales Tax Equalization funds do not require a match.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve the purchase of a Ford Transit Starcraft, including issuing a purchase order to NW Bus Sales, replace three engines and transmissions, all to be paid by sales tax equalization funds.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 5 – *Actionable*  
**Subject:** Consolidated Grant Agreement PTD0044  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** September 17, 2019

**Summary for Discussion Purposes:**

Attached is the Consolidated Grant Agreement for Operating. MTA was awarded FTA 5311 funds and Special Needs Formula Funds for operating services in the 2019-2021 biennium. Projected funds are subject to appropriation for the 2021-2023 biennium.

Funds from Sales Tax Equalization (Rural Mobility Transit Formula Funds) in the amount of \$1,343,191 were added to Project A (\$794,800) and Project B (\$548,391)

Legal has reviewed the Agreement.

**Summary: Approve Agreement PTD0044 between WSDOT and MTA for operating funds for the 2019-2021 biennium.**

**Fiscal Impact:**

Revenue from Federal and State \$5,598,576  
Local Funds: \$5,029,000

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2019-23 and the attached Agreement between WSDOT and MTA for the Consolidated Grant Program Operating Agreement (Agreement #PTD0044).



**WSDOT Contact:** Shamus Misek 360-705-7346

[miseks@wsdot.wa.gov](mailto:miseks@wsdot.wa.gov)

<b>Consolidated Grant Program Operating Grant Agreement</b>			
<b>Agreement Number</b>	PTD0044	<b>Contractor:</b>	<b>Mason County Public Transportation Benefit Area Mason Transit Authority 790 E Johns Prairie Shelton, WA 98584-1265</b>
<b>Term of Project</b>	July 1, 2019 through June 30, 2023		
<b>Vendor #</b>	911554133		
<b>CFDA #</b>	20.509 (\$5311)		
<b>DUNS</b>	832544217		
<b>Service Area</b>	As defined in Scope of Work and Budget	<b>Contact:</b>	Danette Brannin 360-426-9434

**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 2019, Chapter 416 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2019-2021 biennial appropriations to WSDOT; and

WHEREAS, the CONTRACTOR has requested funds for the above shown project or program, 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:

**SCOPE OF WORK AND BUDGET**

<b>Current Agreement Costs</b>		
Federal Funds	\$	2,817,360
State Funds	\$	2,781,216
<b>Total Grant Funds</b>	<b>\$</b>	<b>5,598,576</b>
Contractor's Funds	\$	5,029,000
<b>Total Current Agreement Cost</b>	<b>\$</b>	<b>10,627,576</b>

## Funding by Project

### Project A: Regional Connections

UPIN # PTCO042

**Service Area:** Mason, Kitsap, Thurston, and Jefferson Counties

**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
Rural Mobility Transit Formula Funds	N/A	15%	\$ 794,800		\$ 794,800
FTA 5311	TBD	21%	\$ 1,067,040		\$ 1,067,040
Contractor's Funds	N/A	64%	\$ 3,288,635	\$ 4,232,816	\$ 7,521,451
Projected Grant Funds	N/A			\$ 1,109,722	\$ 1,109,722
<b>Total Project Cost</b>		<b>100%</b>	<b>\$ 5,150,475</b>	<b>\$ 5,342,538</b>	<b>\$ 10,493,013</b>

**Budget:** Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium. Projected Funds are subject to appropriation by the Washington State Legislature, once appropriated, funds will be added to this AGREEMENT by written amendment.

### Project B: Demand Response

UPIN # PTCO043

**Service Area:** Mason County

**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
Rural Mobility Transit Formula Funds	N/A	14%	\$ 548,391		\$ 548,391
Paratransit Special Needs Transit Formula Funds	N/A	37%	\$ 1,438,025		\$ 1,438,025
FTA 5311	TBD	32%	\$ 1,244,880		\$ 1,244,880
Contractor's Funds	N/A	18%	\$ 696,630	\$ 2,770,904	\$ 3,467,534
Projected Grant Funds	N/A			\$ 1,294,675	\$ 1,294,675
<b>Total Project Cost</b>		<b>100%</b>	<b>\$ 3,927,926</b>	<b>\$ 4,065,579</b>	<b>\$ 7,993,505</b>

**Budget:** Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium. Projected Funds are subject to appropriation by the Washington State Legislature, once appropriated, funds will be added to this AGREEMENT by written amendment.

**Project C: Zone (Deviated) Fixed Route**

**UPIN #** PTCO044

**Service Area:** Mason County

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

<b>Funds</b>	<b>Federal Award Identification #</b>	<b>Current Percentage</b>	<b>Current Funds</b>	<b>Projected Funds</b>	<b>Total Current and Projected Funds</b>
FTA 5311	TBD	33%	\$ 505,440		\$ 505,440
Contractor's Funds	N/A	67%	\$ 1,043,735	\$ 1,078,397	\$ 2,122,132
Projected Grant Funds	N/A			\$ 525,658	\$ 525,658
<b>Total Project Cost</b>		<b>100%</b>	<b>\$ 1,549,175</b>	<b>\$ 1,604,055</b>	<b>\$ 3,153,230</b>

**Budget:** *Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium. Projected Funds are subject to appropriation by the Washington State Legislature, once appropriated, funds will be added to this AGREEMENT by written amendment.*

**Section 1**  
**Purpose of Agreement**

A. The purpose of this AGREEMENT is for WSDOT to provide operating 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 33 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 2**  
**Scope of Project**

The CONTRACTOR shall undertake and complete the Project(s) described and detailed in the "Scope of Work and Budget," which is by this reference fully incorporated herein as if fully set out in this AGREEMENT and operate the service within the area described in the caption space header titled "Service Area," in accordance with the terms and conditions of this AGREEMENT. The caption space header titled "Service Area" and all caption space headers are by this reference incorporated herein as if fully set out in this AGREEMENT.

**Section 3**  
**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 4**  
**General Compliance Assurance**

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as "Guidebook", and any amendments thereto, found at [www.wsdot.wa.gov/transit/grants/consolidated/home](http://www.wsdot.wa.gov/transit/grants/consolidated/home) , which by this reference is fully incorporated herein.

The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

**Section 5**  
**Contractor's Share of Project Costs**

A. The total Project cost shall not exceed the amounts detailed in the "Funding by Project" table. The CONTRACTOR agrees to expend eligible funds, together with any "Contractor Funds" allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR further agrees that there shall be no reduction in the amount specified as the "Contractor Funds" unless there is a concurrent proportional reduction in the "State Funds", and/or if the AGREEMENT includes federal funds, in the "Federal Funds", or WSDOT pre-approves the reduction in writing. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT will exceed or be less than the amount identified as "Total Project Cost" the CONTRACTOR shall notify WSDOT in writing within thirty (30) business days of making that determination. Nothing in Section 5(A), shall preclude the requirements specified in Section 6 (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(s) as identified in the "Funding by Project" table reflected in the Contractor Funds. Any reduction in match will result in a proportional reduction in grant funds.

## **Section 6**

### **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 8 –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 7**

### **Assignments and Subcontracts**

A. Unless otherwise authorized in advance and in writing by WSDOT, the CONTRACTOR shall not assign any portion of the Project or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT.

B. The CONTRACTOR agrees to include Section 4, Sections 7 through 17, Section 20 and Section 23 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this AGREEMENT. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

Statement of Financial Assistance:

"This AGREEMENT is subject to the appropriations of the State of Washington."

## **Section 8**

### **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. If the project is 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.** The CONTRACTOR shall not use the Project or any part thereof in a manner different from that described in the "Scope of Work and Budget", as set forth in Section 2 of the AGREEMENT. If WSDOT determines that the Project has been used in a manner different from, "Scope of Work and Budget", WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the "Project Costs." WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to comply with any provision of this AGREEMENT.

### **Section 9**

#### **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 10**

#### **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 11**

#### **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 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 12**

#### **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 of the 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 13 Environmental Requirements**

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

### **Section 14 Accounting Records**

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project(s) either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project(s). The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project(s) 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(s).

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project(s), 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(s).

### **Section 15 Audits, Inspection, and Retention of Records**

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project(s) 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(s) 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(s).

### **Section 16 Labor Provisions**

**Overtime Requirements.** No CONTRACTOR or subcontractor contracting for any part of the Project(s) 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 Title 49 RCW, Labor Regulations.

### **Section 17**

#### **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(s) in accordance with the provisions of this AGREEMENT.

### **Section 18**

#### **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 18 – Coordination of Special Needs Transportation.*

### **Section 19**

#### **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 the 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 20 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(s) would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project(s) 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(s) 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(s) would not be adequately served by the continuation of financial assistance for the Project(s);
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(s) or other violation of this AGREEMENT that endangers substantial performance of the Project(s); or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in 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 21 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 22 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 23 Limitation of Liability**

A. The CONTRACTOR shall indemnify 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 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. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of the 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 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 specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

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 24 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 25 WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the Project(s) 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(s), and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

#### **Section 26 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 27 Subrogation**

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such 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 necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to 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 28  
Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

**Section 29  
Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 30  
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 31  
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

**Section 32  
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 33  
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.





**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 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 Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fiscal-year-2019-annual-list-certification-0>. The Certifications and Assurances, including as they may be changed during the term of this AGREEMENT, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the 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>. 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**

(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 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 4220.1E, 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. 2019-23**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
AUTHORIZING THE GENERAL MANAGER TO SIGN WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION AGREEMENT#PTD0044).**

**WHEREAS**, Mason Transit Authority has received notification of the award of funding assistance through the Washington State Department of Transportation's Consolidated Grant Program for Operating; and

**WHEREAS**, Mason Transit Authority was awarded FTA 5311 funds and Special Needs Formula Funds for operating services in the 2019-2021 biennium;

**WHEREAS**, funds from the Sales Tax Equalization (Rural Mobility Transit Formula Funds) in the amount of \$1,343,191 were added to Project A (\$794,800) and Project B (\$548,391);

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** approves the Consolidated Grant Program Operating Grant Agreement Number PTD0044 with the Washington State Department of Transportation for \$5,598,576 which requires a local match of \$5,029,000; and

**BE IT FURTHER RESOLVED** that the General Manager is authorized to sign the Agreement between the State of Washington Department of Transportation and Mason Transit Authority (Agreement#PTD0044).

Adopted this 17<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Randy Neatherlin, Chair

\_\_\_\_\_  
Wes Martin, Vice-Chair

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Deborah Petersen, Authority Member

\_\_\_\_\_  
Don Pogreba, Authority Member

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

\_\_\_\_\_  
Sandy Tarzwell, Authority Member

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

APPROVED AS TO CONTENT: \_\_\_\_\_  
Danette Brannin, 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 Presentation*  
**Subject:** Accessible Community Advisory Committees Act (ACAC)  
**Prepared by:** Dr. Kevin Frankeberger, Citizen  
**Approved by:** Danette Brannin, General Manager  
**Date:** September 17, 2019

**Summary for Informational Purposes:**

**Background:**

Dr. Frankeberger will be making a presentation to the MTA Board for the purpose of providing information relating to the ACAC Act which was promoted by the Legislature to help communities be more welcoming and inclusive for persons with disabilities and to promote and provide equal access to the opportunities available to others.

The ACAC Act provides for counties to receive funding if the county has an Accessible Community Advisory Committee in place.

## ACAC project examples:

- Classes on accessibility
- Brochures in formats for persons with disabilities
- Emergency preparedness planning information for the medically fragile prepared and distributed
- Documentary involving or including persons with a disability
- Accessibility ambassadors to review built spaces for accessibility features
- Accessible parking spaces, route of travel and sidewalks for persons with disabilities
- Automatic doors to enhance existing accessible entries
- Community center remodeled to provide accessibility
- Beach access



The Governors Committee on Disability Issues and Employment (GCDE) promotes equality, opportunity, independence and full participation in life for people with disabilities groups, geographical perspectives, ethnic origins and cultural heritage.

The GCDE includes a subcommittee called the Accessible Communities Advisory Committee (**ACAC**).

Contact the Governor's Committee on Disability Issues and Employment

P.O. Box 9046  
Olympia WA 98507

360-902-9511

Dial 711 for Relay Services

[GCDE@esd.wa.gov](mailto:GCDE@esd.wa.gov)

Marilyn Crandall, Chair 360-387-4868

Elaine Stefanowicz, Program Coordinator  
Governor's Committee on Disability Issues and Employment 360-902-9362  
[estefanowicz@esd.wa.gov](mailto:estefanowicz@esd.wa.gov)



## Funding Available

### Accessible Community Advisory Committees Act (**ACAC**)

More than 900,000 Washington State residents with disabilities continue to face barriers to full participation that can easily be eliminated.

The Accessible Community Advisory Communities Act was promoted by the Legislature to help communities be more welcoming and inclusive for persons with disabilities and to promote and provide equal access to the opportunities available to others. Their participation enriches communities, enhances the strength of the diversity of a community and contributes toward the economic vitality of a community.

The Act provides for counties to receive funding. In order to participate a county must have an Accessible Community Advisory Committee.

## Resources available to each county ACAC:

- Reimbursement for travel, per diem, sign language interpreters and other accommodations
- Competitive grant program to fund local projects to improve awareness, acceptance, inclusion and access for people with disabilities
- Technical assistance and training
- Website to share best practices and other information:

[www.accessiblecommunities.wa.gov](http://www.accessiblecommunities.wa.gov)

## How to get funding:

ACAC's work with their county to develop proposals for projects, which they can submit to the Governor's Committee on Disability Issues and Employment subcommittee called Accessible Community Advisory Committee (ACAC) for consideration for possible grant funding.

*Project grant proposals developed through a county ACAC should focus on improving access, awareness, inclusion or acceptance of people with disabilities within the local community.*

## How to form an ACAC:

- **Expand the scope of your County voting access advisory committee** that is required under RCW 29A.04.223.
- **Designate an existing disability advocacy organization** to be the Accessible Communities Advisory Committee. Review the current membership to ensure it meets criteria for an ACAC.
- **Create a new committee** by recruiting and appointing members with a diverse range of disabilities who understand the barriers faced by people with disabilities. A list of disability organizations that can assist with recruitment include the GCDE.
- **Join together with another county and share a single committee**, as long as no more than one of the participating counties has a population greater than 70,000.



**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Report Item 2 - *Informational*

**Subject:** Mason Transit Authority Regional Mobility Park and Ride  
Progress Update

**Prepared by:** Patrick Holm, SCJ Alliance

**Approved by:** Danette Brannin, General Manager

**Date:** September 17, 2019

**Summary for Discussion Purposes:**

UPDATE TO FOLLOW

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Report Item 3 – *Informational*

**Subject:** Management Reports

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

**Approved by:** Danette Brannin, General Manager

**Date:** September 17, 2019

**Summary for Informational Purposes:**

The monthly MTA Management Reports are attached for your information.

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board September 17, 2019

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board September 17, 2019

## GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

### **Park & Ride Development:**

- Please see enclosed Park and Ride Update for information.
- Met with property owner regarding right-a-way dedication.
- The roundabout is out for bid with bids due September 20.
- Belfair Park & Ride bid package is near completion. Pickering and Cole Rd are shovel ready. Shelton-Matlock site has been determined and WSDOT has reached out to MTA regarding design.

**T-CC Parking Lot:** It is ready to go out to bid. One final test will occur during construction for the Volunteer Cleanup Program and it appears MTA should get a letter with a No Further Action opinion.

### **WSTIP:**

- Attended Monthly Executive Committee Meeting in July and August.
- Attended Coverage Review Committee – two meetings.
- Attended Emerging Risks and Opportunities Committee meeting, which I chair.

**PRTPO:** Attended PRTPO meeting.

**Quarterly CEO Meeting:** Met with neighboring transit CEOs for our quarterly meeting on September 6.

### **Training:**

- Webinar on Partnerships Between Transit Agencies and Transportation Network Companies
- Attended the Washington State Public Transportation Conference.
- Webinar on Practices and Marketing to Increase Rural Transit Ridership and Investment.

### **Outreach:**

- Attended public forum for LMTAAA in Belfair.
- Attended County Commissioners meeting in Belfair.
- EDC Membership Drive attendance and sponsorship.
- Ribbon Cutting for City of Shelton's Alder Street project.
- Washington DC: I, along with several Executive Directors/General Managers, went to DC and met with Department of Transportation, the Federal Transit Administration, subcommittees, Senators Murray and Cantwell and several Congressional members, including Derek Kilmer and staff from Denny Heck's office. This experience was enlightening as well as beneficial in sharing MTA's story.

### **Internal Activities:**

- Usual meetings with the Executive Team and Leadership Team. Miscellaneous meetings with staff.
- Reviewed and edited policy on Employee Social Media (second round). Reviewed and edited several Operations policies.
- Continued meeting with staff regarding employee engagement.
- Met with Board HR, Maintenance and Operations, and Finance Committees.
- Met with Berg Marketing team to work on different marketing projects.
- Worked on budget and wage analysis with LeeAnn.
- State Auditors exit conference.
- Discussed and planned various projects with Marshall.
- Discussed training schedule for Operations with Mike.
- Met with Kitsap Transit and Kathy regarding Olympic College marketing campaign.
- Met with new drivers.
- Union negotiations for the Maintenance CBU.

## Board Assistance, Awareness and Support:

The biggest need for assistance, awareness and support is I-976. Shall this initiative pass, it will have a great impact on public transportation as well as many other areas. For MTA directly, 30% of operating funds comes from the multimodal account. This would also have an impact on capital projects. There are resources and information regarding the Initiative, and I encourage you to read information on I-976.

## TEAM UPDATES

### **ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty**

#### **HR Support**

- Assisted several employees with FMLA/Return to Work needs.
- Provided guidance to candidates for the 9/4 Drivers class.
- Participated in review of Maintenance contract ahead of negotiations.
- Brian and I met with our Paylocity Account Executive to discuss our satisfaction with the tools they provide for us in Recruiting/Onboarding and payroll processing functions.
- Volunteered as an experienced user to Paylocity's product development team for future system enhancements.
- Participated in the onsite visit from a L & I Industrial Hygiene Consultant to ensure a healthy workplace in buildings 1 & 2.
- Performed a review and oversight of the service agents that support our Drug and Alcohol program.
- Coordinating a Benefit Fair for staff as part of 2020 open enrollment.

#### **Recruiting**

- There were 26 applications received for our most recent driver recruitment. Eleven participated in our Saturday morning 3-hour Tour in the Life of a Bus Driver with 10 wishing to proceed in the interview process. We successfully onboarded 4 recruits for the class that began 9/4/2019.
- We are currently fully staffed.

#### **Administrative Functions**

- The SAO audit wrapped up with clean Financial and Accountability reviews. In response to the Single Audit review and a missing Suspensions and Debarment document for one of our long-time local vendors, we have revamped our processes to ensure no future oversights.
- Initiating the 2020 budget process. Department managers are reviewing their expenditure needs for 2020. The plan is to bring a first draft to the Board in October.
- Non-rep wage analysis has been completed. This information has been presented to the Board HR Committee.
- Volunteered to participate on a WSDOT committee to modernize the process for the Summary of Public Transportation annual reporting.
- The Admin Services team is currently reviewing vendors and expense types that are claimed against our operating grant and requesting RFQ's for competitive analysis as per our Procurement policy. An emphasis will be placed on identifying Disadvantaged Business Enterprise organizations as part of requirements placed by WSDOT/FTA.
- Working on several policies to be presented to the board in October.
- Worked with Token Transit and Point and Pay to implement the Board approved fare increase taking effect October 1.
- Assisted Steve at the T-CC with tenant contract renewals and terminations.

#### **Training**

- Attended Washington State Public Transportation Conference.
- Attended Q2 WSTIP Emerging Risk and Opportunity Committee Meeting.

### **MAINTENANCE/FACILITIES – Marshall Krier**

#### **Vehicles:**

- Mike Ringgenberg and I completed the pre-production meeting for a Ford Transit Starcraft Mini Cutaway. If the purchase is approved, the anticipated delivery will be in February, 2020.

#### **Professional Panels:**

- We have completed preparing the agenda for the Fall WSTA Maintenance meeting to be held in Leavenworth on October 7. Discussion topics include:
  - Battery Electric Bus updates;
  - Employee Appreciation & Engagement;

- LED Lighting and Energy Conservation; and
- Round table discussion with all attendees providing the latest information about their vehicle and facility maintenance challenges.
- WSDOT updates on Safety Management Systems and Transit Asset Management.

#### MTA Projects:

- The following projects have been recently completed:
  - Additional landscaping at the Johns Prairie Facility;
  - New furniture and flooring for Johns Prairie building 2;
  - Bus shelter installation at the Fairmont Cove apartments;
  - Semiannual pressure washing of bus shelters; and
  - Obtained estimates for the painting of the Johns Prairie facility, purchase of a new staff car and curbing.

#### Conferences:

- Brenton and I attended the State Transportation Conference in August. Brenton as part of a joint team participated in the Maintenance Rodeo. The following are a few of the highlights from the conference from a maintenance perspective:
  - A tour of the Link Light Rail Maintenance and Operations facility;
  - Attended a conference session on cooperative procurements, state master contract usage, Nest Transporters and Transit;
  - Met with various vendors; and
  - Attended and received awards at the Wall of Fame celebration.

#### T-CC Facility user traffic report:

- **Gym:**
  - **July.** The nice weather finally arrived in July and the gym numbers reflected people pursuing outdoor activities. Gym use for July totaled 611 people. We enjoyed the annual 4-H Summer Camp which runs 2 weeks every July at the T-CC. 4-H had a great turn-out this year and the kids had a blast. Pickle ball drew stronger numbers than usual as they are gearing up for their annual Elimination Tournament which will be held in the gym on Saturday August 17.
  - **August:** Summer is coming to an end as 4-H wrapped up their summer camp with a strong turn-out in the first week of August. Pickle ball players enjoyed their annual pickle ball tournament. The tournament drew a strong crowd who enjoyed the all-day event. We hosted a wedding that had around 900 people over the course of the festivity. Total gym numbers for August were around 1,335 guests.
- **Conference Room:**
  - **July.** 184 people utilized the conference room. Users included the F.E.S.S. sponsored “Consider the Children” classes; the NW Life Center bi-monthly prayer group (1<sup>st</sup> and 3<sup>rd</sup> Mondays); a resource and wellness fair sponsored by Sea Mar offering community resource information; Medicaid enrollment; and free giveaways to the public. We also hosted ASC Security and Investigations Employee Staff Meeting this month and the Arc of the Peninsulas program “Healthy Relationships” (2<sup>nd</sup> and 4<sup>th</sup> Mondays). MTA conducted the monthly board meeting and hosted two public hearings.
  - **August:** Conference room use came in at about 64 people in August as we welcomed possible candidates for MTA driver positions, hosted our monthly F.E.S.S. sponsored “Consider the Children” classes; and accommodated the NW Life Center bi-monthly prayer group (1<sup>st</sup> and 3<sup>rd</sup> Mondays). There was no MTA board meeting in August.
- **Kitchen:**
  - **July.** 4-H took advantage of our commercial kitchen and dining room area for various arts and crafts projects during their 2-week camp. 183 kids and counselors used the kitchen.
  - **August:** 4-H crafted various art projects in our commercial kitchen and dining room area as they finished up summer camp. Our wedding party served over 200 people in the dining area. Total numbers for the kitchen in August were 262 visitors.
- **Operations:**
  - **July.** Supported Matt C., Trina G., and John M., with OP’s issues. We welcomed Joseph Hutchinson as a new Operations Supervisor and his presence will be a welcomed addition at the T-CC.
  - **August:** Supported Matt C., Trina G., Joseph H., and John M., with OP’s issues. We welcomed Joseph Hutchinson as a new operations supervisor and his presence will be a welcomed addition at the T-CC.

## T-CC Building Projects/Purchases/Maintenance

### Projects/Purchases

#### *July*

- Assisted Josh J. and Mike M. with the assembly, installation and wiring of our new kiosk at the T-CC. It really came out well and looks great. Dozens of compliments on the new kiosk in just the two weeks it has been functional. Great addition to the community and a wonderful tool for our passengers.
- Attention to electronic improvement projects, such as relocating antenna for improved communication with dispatch and security cameras and “Bus Shelter Information Kiosk”.
- Completed the installation of a safety ladder on the backside exterior of the gym. Thank you, Mike M., for all your help with this project. The ladder is a huge win in terms of safety and time saved for accessing roof projects.
- Commencing preparation for winterizing facilities.

#### *August*

- Attention to electronic improvement projects such as signal testing for T-CC radio and other communications projects; security cameras; reset compressors following power outage; switch installation for T-CC security cameras and “Bus Shelter Information Kiosk”.
- Attention to usual and customary maintenance tasks and preparations, including RTU repairs.
- Completed exercise room for drivers upstairs at the T-CC.
- Met with tenants and other customers of T-CC relating to paperwork and upcoming schedules, as well as vendors.
- Completed the 2020 T-CC budget. (Thanks, Brian Phillips, for all your help and the great new format for the budget worksheet!)

### Maintenance

#### *July*

- Inspections: monthly fire extinguisher; Phase I and II elevator; summer inspections on all air filters of RTU units 1-5.
- Attention to necessary mechanical repairs and any necessary reprogramming.
- Maintenance: customary maintenance of grounds and buildings, including United Way building;
- Beginning to work on details of 2020 T-CC budget.
- Assembled and delivered new retractable safety barriers/crowd control stanchions to Operations at J.P.

#### *August*

- Inspections: monthly fire extinguisher; annual L&I Category 1; Phase I and II elevator; summer inspections on all air filters of RTU units 1-5.
- Attention to necessary mechanical repairs and any necessary reprogramming.
- Maintenance: customary maintenance of grounds and building; re-caulking sinks; touch up painted in United Way Building from several projects we completed last month. (Thanks Mike M.!)
- Attended Safety Committee meeting at JP on 07/25/19.

## OPERATIONS – Mike Ringgenberg

- **GREAT NEWS!!** – MTA’s accident rate for 2019 is currently .72 preventable accidents per 100,000 miles driven. WSTIP’s goal is 1.28 or less. In 2015 MTA was as high as 3.18 accidents per 100,000 miles driven.
  - How did we get here from there? Quarterly training with drivers on many topics to include defensive driver training, semi-annual drivers’ evaluations and constant communication.
- **Hiring:** MTA has hired 4 new driver candidates that started training on September 4 class. Please welcome: Windy Poitra, Scott Standing, Phil Kimmel and Dan Sharp to the MTA TEAM!!
- **Service Review Committee:** SRC is working on changes to our system that would go into effect on February 3, 2020. Riders have requested more times for the Zipper route, and we are looking at adding MCRA and PUD 3 to the route 7. We are also looking at creating a pilot route in the Lakeland Village to connect to the route 3, route 4 and route 1.
- **Training:** Trina conducted 4 Defensive Driver evaluations for Van Pool & Community van drivers and 4 individuals were CPR/AED/FA trained.
- **Operations Supervisors:**
  - **July:** Supervisors conducted 11 ride recovers and performed 48 driver assists.
  - **August:** Supervisors conducted 10 ride recovers and performed 24 driver assists.
- **Outreach presentations:**

- **July:** Kathy conducted outreach events at: Tahuya Days, Christmas in July in Belfair, the Bite Expo in Shelton, and Allyn Days. Kathy attended the following meetings: TIP CAP, Moving Mason Forward, NM Chamber Luncheon, and Opiate Stakeholders.
- **August:** Kathy conducted outreach events at: Economic Development Council membership drive, Hoodstock, International Overdose Awareness Resource Fair in Belfair and Shelton. Kathy attended the following meetings: TIP CAP, Moving Mason Forward, Opiate Stakeholders, RDI Treasure Hunt Mason County, a meeting with Kitsap Transit about Olympic College Bus Pass for students and met with Olympia College in Shelton for new student orientation week.
- **Vanpool:** Usage rate for July and August 2019 was 70%; 7 of 10 vans were in use.
- **Zipper Route:**
  - **July:** There were 1,342 riders in the second month of operation!!
  - **August:** There were 2,345 riders in the third month of operation. Thanks to everyone for helping this route become successful!



## 2019 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

2019 Work Items	Completed as of 9/13/19	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Progress
Strategic Plan Approved		Δ				Continued work. Goal for completion is October 31.
Employee Handbook Approved		Δ				Continued work.
Create Financial Management Policy Manual			Δ	Δ		Moving to 3d Quarter.
KPI reporting - dashboard to board beginning 1st quarter		Δ	Δ			Still working on the dashboard for the board. We have included portions of it in the last few board meetings with the financial information and ridership information.
Develop route deviation, stroller, service animal, no-show policies for Operations		Δ	Δ	Δ		After reviewing the policies, the GM sent them back to Ops with additional questions and revisions. The policies will be brought to the Policy Committee in October and then to the board for approval at the October board meeting.
Develop a light duty and position transition policies for HR	X	Δ				Light Duty Policy was already completed. The policy for transitioning to a new position will be included in the employee handbook revision.
Develop an Employee Engagement Plan		Δ	Δ	Δ		A committee has been formed to create an employee engagement plan. The committee consists of driving and admin staff. The committee work is nearing completion and will have revisions to the Employee Recognition and Wellness Policies plus a communication flow chart to ensure employees get the required information.
Wage analysis	X	Δ	Δ			This has been completed and has been brought to the Board Finance Committee for discussion.
Union Negotiations			Δ	Δ		Negotiations for the maintenance contract are in process.
Quarterly driver training		Δ	Δ	Δ	Δ	All drivers were trained in the 2nd quarter on Defense from the Seated position, PASS Recertification and CPR/AED/FA training.
Prepare a Welcome package for new DAR riders		Δ	Δ			Will be completed by graphic designer/PR firm
Quarterly ridership analysis and outreach initiative		Δ	Δ	Δ	Δ	The Service Review Committee continues to look at the recommendations by Nelson/Nygaard as well as new pilot routes. We are looking at February 2020 for a big rollout of changes. The Zipper Route is performing well.
Community Conversations			Δ		Δ	Community Conversations were done on June 22. One in attendance at the Shelton location. Will schedule another in the 4th Quarter.
Public Outreach for service changes		Δ	Δ	Δ	Δ	As new ideas come from the Service Review Committee, outreach to riders is occurring. We also will do public meetings in the fall once all changes are ready.
Service change implementation plan	X	Δ	Δ			Service Review Committee is reviewing Nelson/Nygaard suggestions. A timeline has been prepared. Service changes will be incorporated through Feb 2020.
Bus builds for coaches and cutaways				Δ	Δ	MTA was awarded a capital grant for nine cutaways and two coaches. Maintenance and Ops are working on builds.
Roof replacement on Building 3 and 4	X	Δ	Δ			Roof and additional projects have been completed.
Records Management - Network reorganization		Δ	Δ	Δ	Δ	IT is working on a process for moving old electronic records as the first step.
IT infrastructure improvements and computer replacement	X	Δ	Δ			Project is basically complete with all equipment being purchased. IT is working on installation.
Park & Ride project (through 2023)		Δ	Δ	Δ	Δ	See Park & Ride informational page for update.
T-CC parking lot construction		Δ	Δ	Δ		See General Manager's report for unupdate.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Item 4 – *Informational*  
**Subject:** Operations Statistics and Reports  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** September 17, 2019

**Summary for Informational Purposes:**

**Background:**

The Operations Statistic information provides a current 12 month rolling visual with comparative prior 12 month rolling ridership performance for Demand Response (DAR), In-County, Out-of-County and Express services along with total service combined.

As noted, direct operational project expenses are allocated by % of miles traveled for each operational project and used to calculate costs per passenger trips, miles and hours.

## 2019 Operations Statistics

<b>Fixed Route (in county)</b>	<b>Apr-Jun 2018</b>	<b>Apr-Jun 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
<b>Passenger Trips (one-way boardings)</b>	46,012	45,516	162,160	195,105	-16.9%
<b>Revenue Vehicle Miles</b>	38,544	38,135	147,421	151,721	-2.8%
<b>Revenue Vehicle Hours</b>	3,155	3,070	12,027	11,752	2.3%
<b>Direct Project Expenses</b>	<b>\$ 219,034</b>	<b>\$ 226,542</b>	<b>\$ 855,234</b>	<b>\$ 784,794</b>	<b>9.0%</b>
Trips/Mile	1.18	1.19	1.10	1.29	-14.5%
Cost/Trip	4.16	\$ 4.98	\$ 5.27	\$ 4.02	31.1%
Miles Per Hour	12.59	12.42	12.26	12.91	-5.1%
Cost/Mile	4.90	\$ 5.94	\$ 5.80	\$ 5.17	12.2%
Trips/Hour	14.81	14.83	13.48	16.60	-18.8%
Cost/Hour	61.65	\$ 73.79	\$ 71.11	\$ 66.78	6.5%
<b>Fixed Route (out of county)</b>	<b>Apr-Jun 2018</b>	<b>Apr-Jun 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
<b>Passenger Trips (one-way boardings)</b>	36,823	36,511	135,552	149,055	-9.1%
<b>Revenue Vehicle Miles</b>	100,105	100,218	391,751	401,100	-2.3%
<b>Revenue Vehicle Hours</b>	4,728	4,587	18,299	17,250	6.1%
<b>Direct Project Expenses</b>	<b>\$ 568,866</b>	<b>\$ 595,349</b>	<b>\$ 2,289,684</b>	<b>\$ 2,133,070</b>	<b>7.3%</b>
Trips/Mile	0.38	0.36	0.35	0.37	-6.9%
Cost/Trip	12.81	\$ 16.31	\$ 16.89	\$ 14.31	18.0%
Miles Per Hour	22.38	21.85	21.41	23.25	-7.9%
Cost/Mile	4.90	\$ 5.94	\$ 5.84	\$ 5.32	9.9%
Trips/Hour	8.55	7.96	7.41	8.64	-14.3%
Cost/Hour	109.60	\$ 129.78	\$ 125.13	\$ 123.66	1.2%
<b>Demand Response</b>	<b>Apr-Jun 2018</b>	<b>Apr-Jun 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
<b>Passenger Trips (one-way boardings)</b>	11,370	11,723	41,217	43,311	-4.8%
<b>Revenue Vehicle Miles</b>	81,292	77,935	284,396	323,273	-12.0%
<b>Revenue Vehicle Hours</b>	6,247	5,760	21,107	25,679	-17.8%
<b>Direct Project Expenses</b>	<b>\$ 461,957</b>	<b>\$ 462,976</b>	<b>\$ 1,650,526</b>	<b>\$ 1,726,738</b>	<b>-4.4%</b>
Trips/Mile	0.13	0.15	0.14	0.13	8.2%
Cost/Trip	38.51	\$ 39.49	\$ 40.04	\$ 39.87	0.4%
Miles Per Hour	13.01	13.53	13.47	12.59	7.0%
Cost/Mile	4.90	\$ 5.94	\$ 5.80	\$ 5.34	8.7%
Trips/Hour	1.65	2.04	1.95	1.69	15.8%
Cost/Hour	\$ 63.68	\$ 80.37	\$ 78.20	\$ 67.24	16.3%

## 2019 Operations Statistics

<b>Worker Driver</b>	<b>Apr-Jun 2018</b>	<b>Apr-Jun 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
<b>Passenger Trips (one-way boardings)</b>	12,035	12,708	45,038	48,855	-7.8%
<b>Revenue Vehicle Miles</b>	15,655	15,685	59,662	59,562	0.2%
<b>Revenue Vehicle Hours</b>	645	638	2,451	2,446	0.2%
<b>Direct Project Expenses</b>	<b>\$ 52,559</b>	<b>\$ 56,941</b>	<b>\$ 204,256</b>	<b>\$ 194,202</b>	<b>5.2%</b>
Trips/Mile	0.83	0.81	0.75	0.82	-8.0%
Cost/Trip	3.99	\$ 4.48	\$ 4.54	\$ 3.98	14.1%
Miles Per Hour	24.25	24.57	24.34	24.36	-0.1%
Cost/Mile	3.31	\$ 3.63	\$ 3.42	\$ 3.26	5.0%
Trips/Hour	20.12	19.91	18.37	19.98	-8.0%
Cost/Hour	80.37	\$ 89.19	\$ 83.33	\$ 79.41	4.9%
<b>Express Routes</b>	<b>Apr-Jun 2018</b>	<b>Apr-Jun 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
<b>Passenger Trips (one-way boardings)</b>	9,395	8,532	32,975	37,582	-12.3%
<b>Revenue Vehicle Miles</b>	26,970	27,215	105,501	111,676	-5.5%
<b>Revenue Vehicle Hours</b>	1,413	1,281	5,405	5,042	7.2%
<b>Direct Project Expenses</b>	<b>\$ 148,199</b>	<b>\$ 161,672</b>	<b>\$ 594,044</b>	<b>\$ 589,137</b>	<b>0.8%</b>
Trips/Mile	0.36	0.31	0.31	0.34	-7.1%
Cost/Trip	13.66	\$ 18.95	\$ 18.01	\$ 15.68	14.9%
Miles Per Hour	20.67	21.24	19.52	22.15	-11.9%
Cost/Mile	4.90	\$ 5.94	\$ 5.63	\$ 5.28	6.7%
Trips/Hour	7.41	6.66	6.10	7.45	-18.1%
Cost/Hour	101.23	\$ 126.20	\$ 109.91	\$ 116.85	-5.9%
<b>Total Service</b>	<b>Apr-Jun 2018</b>	<b>Apr-Jun 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
<b>Passenger Trips (one-way boardings)</b>	115,635	114,990	416,942	467,442	-10.8%
<b>Revenue Vehicle Miles</b>	262,566	259,188	988,731	1,047,808	-5.6%
<b>Revenue Vehicle Hours</b>	16,187	15,337	59,289	62,365	-4.9%
<b>Direct Project Expenses</b>	<b>\$ 1,450,615</b>	<b>\$ 1,503,480</b>	<b>\$ 5,593,745</b>	<b>\$ 5,457,928</b>	<b>2.5%</b>
Trips/Mile	0.44	0.44	0.42	0.45	-5.5%
Cost/Trip	10.89	\$ 13.07	\$ 13.42	\$ 11.68	14.9%
Miles Per Hour	16.61	16.90	16.68	16.80	-0.7%
Cost/Mile	4.80	\$ 5.80	\$ 5.66	\$ 5.21	8.6%
Trips/Hour	7.33	7.50	7.03	7.50	-6.2%
Cost/Hour	79.79	\$ 98.03	\$ 94.35	\$ 87.52	7.8%

*\*Direct Project Expenses include only those costs to support Operations, Dispatch, Worker Drivers, Drivers, Maintenance, & Belfair, not including administrative costs. Costs are allocated by % of miles for each service type. \*Total Service does not include Vanpool, Volunteer Driver, Squaxin, Radich or T-CC.*