



AGENDA

Mason Transit Authority Board
Regular Meeting
November 19, 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

INFORMATIONAL PRESENTATION

Chief Beau Bakken of North Mason Regional Fire Authority

CORRESPONDENCE

CONSENT AGENDA – ACTION

1. Pg. 005: Approval of Minutes: Approval of the minutes of the October 15, 2019 MTA regular Board meeting.
2. Pg. 008: Financial Reports: October, 2019
3. Pg. 015: Check Approval: October 11 - November 13, 2019

REGULAR AGENDA

UNFINISHED BUSINESS:

1. Pg. 024: Maintenance Collective Bargaining Agreement – Resolution No. 2019-29 – *ACTIONABLE* (Danette)
2. Pg. 063: Second View of 2020 Budget – *DISCUSSION* (LeeAnn)
3. Pg. 086: Final view of 2020 Regular Meeting Calendar – Resolution No. 2019-30 – *ACTIONABLE* (Tracy)
4. Pg. 091: Strategic Plan – *DISCUSSION* (Danette)

NEW BUSINESS:

1. Pg. 092: Consolidated Grant PTD0081 for Capital Projects – Resolution No. 2019-31 – *ACTIONABLE* (Danette)
2. Pg. 112: Service Animal and Pets Policy (POL-508) – Resolution No. 2019-32 – *ACTIONABLE* (Mike)
3. Pg. 118: No-Show Policy (POL 509) – Resolution No. 2019-33 – *ACTIONABLE* (Mike)
4. Pg. 123: Public Records Request Policy (POL-205) – Resolution No. 2019-34 – *ACTIONABLE* (Tracy)
5. Pg. 132: Records Management Policy (POL-206) – Resolution No. 2019-35 – *ACTIONABLE* (Tracy)

INFORMATIONAL

Reports

1. Pg. 140: Park and Ride Update
2. Pg. 142: Management Reports

GENERAL MANAGER'S REPORT

COMMENTS BY BOARD

PUBLIC COMMENT

ADJOURNMENT

UPCOMING PUBLIC HEARINGS AND MEETINGS:

Public Hearings:

Proposed 2020 Budget

MTA Administration Building, Conference Room,
790 East Johns Prairie Road in Shelton, Washington
Tuesday, December 10, 2019
4:00 PM

Service Changes

MTA Transit-Community Center, Conference Room,
601 West Franklin Street in Shelton, Washington
Tuesday, December 10, 2019
6:00 PM

(Community Conversations to begin immediately after public hearing)

North Mason Timberland Library, Meeting Room
23081 NE State Route 3, Belfair, Washington
Wednesday, December 11, 2019
6:00 PM

(Community Conversations to begin immediately after public hearing)

MTA Board Meeting

**Mason Transit Authority
Regular Meeting**

December 17, 2019 at 4:00 p.m.
**Transit-Community Center
601 West Franklin Street
Shelton**


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

Thank You

TO: M.T.A. Board members,

I just wanted to say Thank you
for the acknowledgment for doing my job.

I would like you all to know you
have an amazing team here

Thank you again
Kim B. 

P.S.
Thank you for
the movie tickets.

**Mason Transit Authority
Minutes of the Regular Board Meeting
October 15, 2019
Port of Allyn
18560 East State Route 3
Allyn**



OPENING PROTOCOL

CALL TO ORDER: 4:00 p.m.

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

Authority Voting Board Members Not Present: Kevin Dorcy and Sandy Tarzwell

Authority Non-voting Board Member Not 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; Trina Gwerder, Assistant Operations Manager and Kim Burling, driver.

ACCEPTANCE OF AGENDA

Moved that the agenda for the October 15, 2019 Mason Transit Authority (MTA) regular board meeting be approved. **Shutty/Trask. Motion carried.**

PUBLIC COMMENT – None.

CORRESPONDENCE – Clerk of the Board read aloud the correspondence received from the Pickering Community Club Grant School that was included in the Board packet.

RECOGNITION – Board Chair, Randy Neatherlin, described to the Board how he had witnessed MTA driver Kim Burling go above and beyond to assist a citizen in a wheelchair by stopping traffic so that the citizen was able to cross the road safely. He presented Ms. Burling with four movie tickets that he purchased with his own money as a token of gratitude and appreciation for her action of kindness and safety.

CONSENT AGENDA

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

1. **Moved** to approve the draft minutes of each of the MTA Board regular meeting of September 17, 2019 and special meeting of October 1, 2019.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for September 2019 as presented.
3. **Moved** that the Mason Transit Authority Board approve the payments of September 13, 2019 through October 10, 2019 financial obligations on checks #33260 through #33360, as presented for a total of \$581,936.26.

Campbell/Petersen. Motion carried.

REGULAR AGENDA

UNFINISHED BUSINESS [None]

NEW BUSINESS

1. **Lost and Found Policy (POL 507)** – Mike Ringgenberg, Operations Manager, described to the Board the changes that were made to update the policy, with the most important change being the way that electronic devices were handled. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-25 and the attached Lost and Found Policy (POL-507). **Shutty/Trask. Motion carried.**
2. **Surplus Disposal Policy (POL 408)** – LeeAnn McNulty, Administrative Services Manager, stated that this policy was originally adopted in 2004 in a resolution format. The policy has now been moved to our current policy format as well as updates being made to surplus disposal and employee responsibilities. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-26 and the attached Surplus Disposal Policy (POL-408). **Shutty/Trask. Motion carried.**
3. **Wellness Program Policy (POL 602)** – Ms. McNulty shared that this policy was originally approved in 2014 and that updates needed to be made as well as establish that the wellness program budget would be based on MTA's annual agency budget capacity. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-27 and the attached Wellness Policy (POL-602). **Shutty/Petersen. Motion carried.**
4. **Small and Attractive Assets Policy (POL-405)** – Ms. McNulty told the Board that updates to this policy were being made as a result of the recent audit to more clearly describe items that are not considered attractive assets and the use of the asset identification tags. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-28 and the attached Small and Attractive Assets Policy (POL-405). **Shutty/Trask. Motion carried.**

(Board member Tarzwell arrived at meeting at 4:20 p.m.)

5. **First View of 2020 Budget** – The discussion began with Ms. Brannin describing MTA's efforts in recent years to return the amount in reserves back to pre-T-CC construction amounts, which has been accomplished and that MTA is in great financial health. This accomplishment is helpful, especially when faced with I-976 coming before the voters next month. She also discussed the wage analyses and comparables research that was conducted. The 2020 budget has been prepared with those concerns being addressed. Ms. McNulty went over the financials with the Board.
6. **First View of 2020 Regular Meeting Calendar** – Tracy Becht, Clerk of the MTA Authority Board, shared with the Board that the Port of Allyn has the conference available on the April

and October regular meeting dates in 2020. The Clerk was seeking further input from the Board as to meeting locations in 2020. The Board requested that the Clerk check with the availability of the Hoodsport Fire Hall for the April 2020 regular meeting and report back at the November 19 meeting.

- 7. Maintenance Collective Bargaining Agreement** – Ms. Brannin brought the Board up-to-date with regard to the current status of the negotiated contract and went over the highlights of what was covered. Vice Chair Martin complimented Ms. Brannin with having the contracts standardized.

INFORMATIONAL UPDATES – Ms. Brannin commented that things are moving along as indicated in the park and ride update.

GENERAL MANAGER'S REPORT – Ms. Brannin had no additional comments.

COMMENTS BY BOARD MEMBERS – Board member Petersen commented that Kathy Geist, Outreach-Transit Planner, is at all the various events and has a bright attitude and does a great job out there representing MTA. Board Chair Neatherlin added that Ms. Geist asks lots of questions so that she can best assist. Vice Chair Martin also added that she asks, "How can MTA help?" He also indicated that he has ridden the route when Kim Burling was driving and that she enforces code of conduct so that the ride was pleasant.

PUBLIC COMMENT – [None - no public in attendance].

Moved that the meeting be adjourned.

ADJOURNED 4:43 p.m.

UPCOMING MEETINGS AND PUBLIC HEARINGS

**Mason Transit Authority
Regular Meeting**

November 19, 2019 at 4:00 p.m.

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

**Mason Transit Authority
Public Hearing on Proposed 2019 Budget**

Tuesday, November 5, 2019 at 4:00 p.m.

**Administration Offices
Mason Transit Authority
790 East Johns Prairie Road
Shelton**

**Mason Transit Authority
Public Hearing on Proposed 2019 Budget**

Tuesday, December 10, 2019 at 4:00 p.m.

**Administration Offices
Mason Transit Authority
790 East Johns Prairie Road
Shelton**

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 2 – *Actionable*
Subject: Financial Reports – October 2019
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: November 19, 2019

Summary for Discussion Purposes:

Included are October'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 August 2019 (received October 31, 2019) was \$489,291, 6% higher than August 2018, sales tax revenue is currently 18% higher YTD 2019 over 2018.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 83.66% (10/12) of the budget through the end of October. Total YTD Revenue is over budget at 106.18% largely due to favorable sales tax. In addition to favorable sales tax, we've determined it advantageous to claim excess reimbursement on our expenditures, resulting in higher grant revenue than initially anticipated for 2019. Total YTD Operating Expenses are under budget at 74.38% after excluding \$146,071 of operating expenses covered by capital grants.

Fiscal Impact:

October's fiscal impact reflects total revenues of \$1,056,948 and operating expenses of \$575,764 for net income of \$481,184.

Staff Recommendation:

Approve.

Motion for Consideration:

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

Mason Transit Authority Statement of Financial Activities

November 2019 Board Report

% through the year: 83.33%

October Statement of Financial Activities

| | October Actual | 2019 YTD Actual | 2019 Budget | Notes | Percentage of Budget Used |
|--|-------------------|---------------------|-------------------|-------|---------------------------------|
| Revenue | | | | | |
| Passenger Fares | \$ 8,375 | \$ 81,673 | \$ 103,500 | | 78.91% |
| PSNS Worker/Driver & Vanpool Fares | 19,538 | 202,385 | 265,000 | | 76.37% |
| Total Operating Revenue (Fares) | 27,913 | 284,058 | 368,500 | | 77.08% |
| Sales Tax | 325,183 | 4,321,093 | 3,936,179 | (1) | 109.78% |
| Operating Grants | 665,315 | 3,237,285 | 3,189,554 | (2) | 101.50% |
| Rental Income | 15,401 | 146,446 | 143,227 | | 102.25% |
| Investment Income | 15,960 | 149,679 | 45,000 | | 332.62% |
| Other Non-operating Revenue | 7,176 | 230,280 | 199,233 | (3) | 115.58% |
| Total Revenue | 1,056,948 | 8,368,841 | 7,881,693 | | 106.18% |
| Expenses | | | | | |
| Wages and Benefits | 444,290 | 4,319,452 | 5,919,743 | | 72.97% |
| Contracted services | 14,018 | 197,914 | 208,223 | | 95.05% |
| Fuel | 35,968 | 315,354 | 400,250 | (4) | 78.79% |
| Vehicle/Facility Repair & Maintenance | 26,302 | 299,905 | 351,750 | (5) | 85.26% |
| Insurance | 19,623 | 196,231 | 235,477 | | 83.33% |
| Intergovernmental - Audit Fees | - | 31,649 | 31,000 | | 102.09% |
| Rent - Facilities and Park & Ride | 2,440 | 24,400 | 32,000 | | 76.25% |
| Utilities | 10,137 | 105,069 | 139,781 | | 75.17% |
| Supplies & Small Equipment | 11,115 | 239,522 | 131,720 | (5) | 181.84% |
| Training & Meetings | 4,505 | 34,597 | 74,705 | | 46.31% |
| Other operating expenses | 7,366 | 109,215 | 174,863 | (6) | 62.46% |
| (Less Operating Expenses Covered by Capital Grants) | - | (146,071) | | (5) | |
| Total Operating Expenses | 575,764 | 5,727,237 | 7,699,512 | | 74.38% |
| Net Income (Deficit) from Operations | \$ 481,184 | \$ 2,641,604 | \$ 182,181 | | |
| Pooled Reserves | 105,121 | 1,238,784 | 120,000 | (7) | 1032.32% |

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, Q2, Q3 2019's actuals and October's accrual.
- (3) Includes Q1 and Q2 2019's RMG actuals - \$113,000, LMTAAA Volunteer program revenue - \$28,874, Volunteer Donations - \$655, Sale of Maintenance Services \$3,396, Sale of Bus ads \$25,495, Community Van - \$6,199.
- (4) Average diesel price per gallon year to date is \$2.37. Average gasoline price per gallon year to date is \$2.89.
- (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 compressor and plow funded by the Vehicle Replacement Grant.
- (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 \$29,527, Advertising \$18,688, Merchant/credit card fees \$6,013, Office Equipment Lease \$3,846, Dues, Memberships, Subscriptions \$30,959, 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

November 2019 Board Report

October Statement of Financial Activities

% through the year: 83.33%

| | 2019 October Actual | 2019 YTD Actual | 2019 Budget | Notes | % of Budget Used | YTD - Community Center | YTD - Transit Operations |
|--|------------------------|--------------------|---------------------|-------|------------------------|---------------------------|-----------------------------|
| Revenue | | | | | | | |
| T-CC Rental | \$ 13,771 | \$ 130,149 | \$ 125,630 | | 103.60% | \$ 130,149 | \$ - |
| Other Revenue | 11 | 179 | - | | | 179 | - |
| Total Revenue | 13,782 | 130,328 | 125,630 | | 103.74% | 130,328 | - |
| Expenses | | | | | | | |
| Wages and Benefits | 10,404 | 105,879 | 132,383 | | 79.98% | 105,879 | - |
| Contracted services | 720 | 5,246 | 11,200 | | 46.84% | 4,456 | 790 |
| Repair & Maintenance | 908 | 14,400 | 14,500 | (1) | 99.31% | 11,458 | 2,942 |
| Insurance | 1,306 | 13,061 | 15,673 | | 83.33% | 13,061 | - |
| Utilities | 3,539 | 37,248 | 48,370 | | 77.01% | 26,446 | 10,802 |
| Supplies & Small Equipment | 616 | 12,097 | 14,295 | (2) | 84.62% | 7,609 | 4,488 |
| Training & Meetings | - | - | 450 | | 0.00% | - | - |
| Other Operating Expenses | - | 1,202 | 3,400 | | 35.35% | 1,142 | 60 |
| (Less Operating Expenses Covered by Capital Grants) | (4,216) | (4,216) | | (2) | | (4,216) | |
| Total Operating Expenses | 13,277 | 184,917 | 240,271 | | 76.96% | 165,835 | 19,082 |
| Net Income (Deficit) from Operations | \$ 505 | \$ (54,589) | \$ (114,641) | | | \$ (35,507) | \$ (19,082) |

(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

November 2019 Board Report

Cash Balances

| | 9/30/2019 | 10/31/2019 | Change |
|------------------------------|-------------------------|-------------------------|------------------------|
| Cash - MC Treasurer | 1,597,080.66 | 1,364,621.53 | (232,459.13) |
| Investments - MC Treasurer | 8,869,104.63 | 8,869,104.63 | - |
| *Payroll - ACH Columbia Bank | 177,972.39 | 309,559.47 | 131,587.08 |
| Petty Cash/Cash Drawers | 500.00 | 500.00 | - |
| TOTAL | \$ 10,644,657.68 | \$ 10,543,785.63 | \$ (100,872.05) |

*The payroll check was transferred into the account, but not yet transferred out for payroll.

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 | 950,000 |
| Parking Lot (DOE Grant) | 102,500 |
| Total Grant Match | 1,878,599 |

Reserves:

| | |
|---|------------------|
| Total Grant Match | 1,878,599 |
| General Leave Liability | 170,568 |
| Emergency Operating Reserves | 2,000,000 |
| Facility Repair Reserve | 150,000 |
| Emergency/Insurance Reserves | 100,000 |
| Future Operating Reserves | 2,105,121 |
| Potential Environmental Clean-up T-CC Parking Lot | 50,000 |
| Capital Project Reserves ¹ /Belfair Roundabout | 1,129,157 |
| Fuel Reserves | 120,000 |
| IT Investments | 20,000 |
| Total Encumbered | 7,723,445 |

| | |
|---|------------------------|
| Total of Cash | \$ 10,543,785.63 |
| Less Encumbrances | \$ 7,723,445.00 |
| Undesignated Cash Balance Total (Including Reserves) | \$ 2,820,340.63 |
| Investments - MC Treasurer (Reserves) | \$ 8,869,104.63 |
| Less Encumbrances | \$ 7,723,445.00 |
| Undesignated Cash Reserves | \$ 1,145,659.63 |

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

November 2019 Board Report

As of October 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 | 382,323 | 2,005,238 | 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 |
| Total Miscellaneous Capital Projects | 7,561,634 | 6,581,200 | 1,176,300 | 836,625 | 2,523,735 | |
| 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 |
| Total Vehicle Replacements | 3,786,964 | 3,014,742 | 772,222 | 104,070 | 104,070 | |
| Total Capital Projects | \$ 11,348,598 | \$ 9,595,942 | \$ 1,948,522 | \$ 940,695 | \$ 2,627,805 | |

Cash encumbered for Granted Related MTA Match Portion - \$1,878,599.

Capital Project Reserves - \$1,129,157 (Sales tax revenue above budgeted amount set aside in Capital Project Reserves monthly.)

Mason Transit Authority Sales Tax Receipts

November 2019 Board Report

Sales Tax Collected as of 9/30/2019 for 7/31/2019

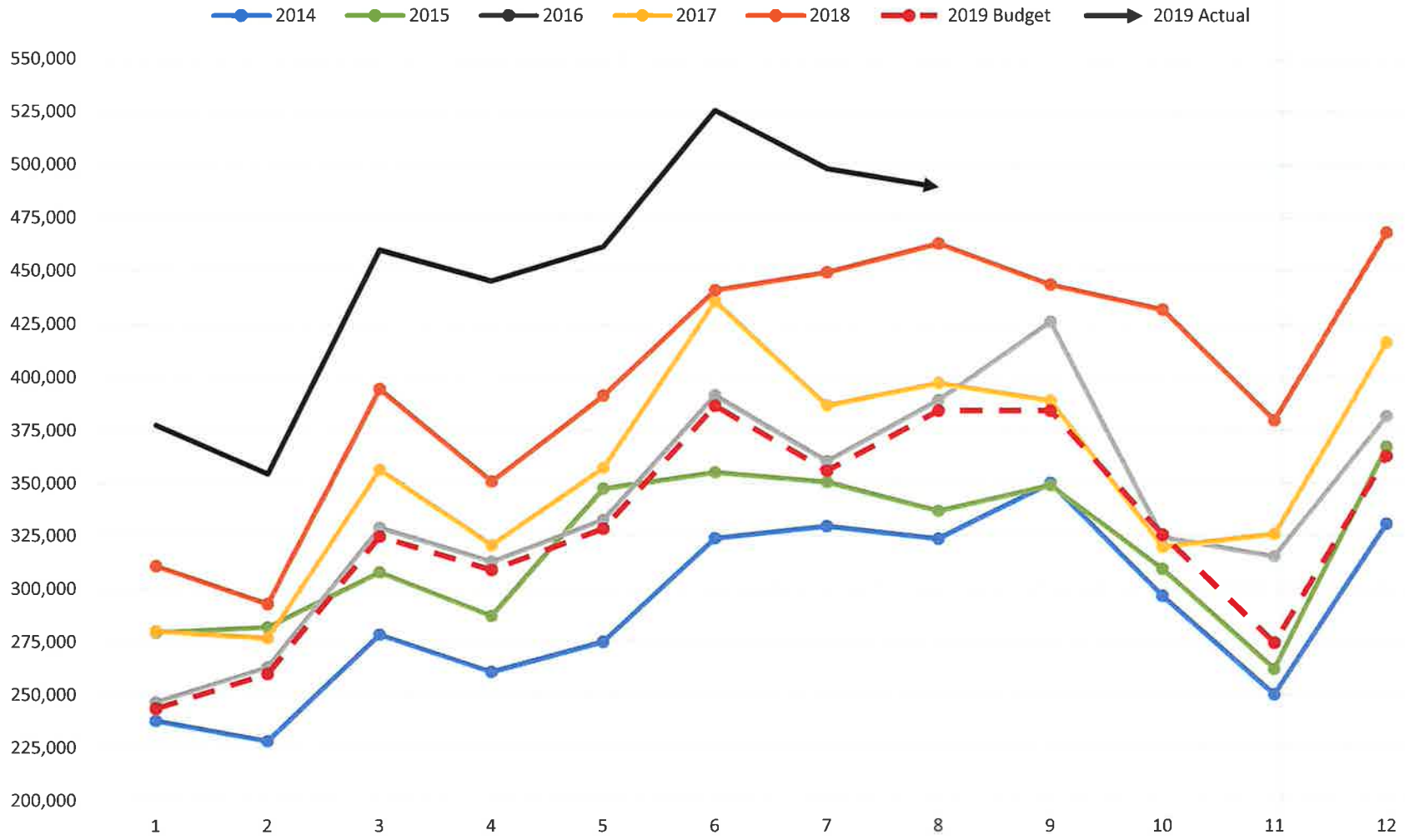
Monthly Cash-Flow Trend (January - December)

| | 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 | 498,248 | 40% | 11% |
| August | 323,336 | 336,522 | 389,222 | 397,061 | 462,622 | 384,171 | 489,291 | 27% | 6% |
| 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 | 3,611,764 | | |

Budget Variance Average - YTD 40%

% Change 2018 vs 2019 Actual Average - YTD 18%

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: November 19, 2019

Summary for Discussion Purposes:

Disbursements:

- *Cummins Northwest, LLC
 - Check #33376 – \$31,266.96 – Engine Repair
- * SCJ Alliance
 - Check #33397 – \$26,784.05 – Park & Ride Project

*Disbursements grant eligible.

October Fuel Prices: Diesel \$2.87 Unleaded \$2.59

General Manager Travel Expenditures:

- AWC Member Exp

Check Disbursement Fiscal Impact:

\$784,925.00

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of October 11, 2019 through November 13, 2019 financial obligations on checks #33361 through #33449, as presented for a total of \$784,925.00.




Mason Transit Authority
November 19, 2019 Disbursement Approval

The following checks for the period of October 11, 2019 through November 13, 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 | Check Numbers | Total Amount |
|-------------------------|---------------|--------------|
| Accounts Payable Checks | 33361 - 33449 | \$784,925.00 |

| Included within the checks were: | | |
|----------------------------------|---------|------------|
| | Check # | Amount |
| Payroll & DRS – 10/18/2019 | 33362 | 171,271.14 |
| Payroll & DRS – 11/01/2019 | 33409 | 172,325.53 |
| Payroll & DRS – 11/15/2019 | 33449 | 195,047.78 |
| Cummins Northwest, LLC | 33376 | 31,266.96 |
| SCJ Alliance | 33397 | 26,784.05 |

Submitted by:  Date: 11/14/19
 Brian Phillips, Accounting Supervisor

Approved by:  Date: 11-15-19
 LeeAnn McNulty, Administrative Services Manager

Mason Transit Authority Check Register

November 2019 Board Report

Activity From 10/11/2019 Through 11/13/2019

| Document Date | Check # | Vendor Name | Amount |
|---------------|---------|---|-------------|
| 10/14/2019 | 33361 | District 160 | \$ 2,470.94 |
| 10/16/2019 | 33362 | Mason Transit Authority - ACH Account | 171,271.14 |
| 10/21/2019 | 33363 | Philip Kimmel | 28.49 |
| 10/24/2019 | 33364 | Advance Glass | 337.44 |
| 10/24/2019 | 33365 | Aflac | 715.98 |
| 10/24/2019 | 33366 | AIG Retirement | 301.77 |
| 10/24/2019 | 33367 | American Petroleum Environmental | 534.36 |
| 10/24/2019 | 33368 | Associated Petroleum Products, Inc. | 846.50 |
| 10/24/2019 | 33369 | Aramark | 313.16 |
| 10/24/2019 | 33370 | Bridge Church | 90.00 |
| 10/24/2019 | 33371 | Berg Marketing Group | 1,319.44 |
| 10/24/2019 | 33372 | Black Star | 21.70 |
| 10/24/2019 | 33373 | Builders Exchange of Washington Inc | 5.75 |
| 10/24/2019 | 33374 | Cascade Natural Gas | 1,506.08 |
| 10/24/2019 | 33375 | Commercial Brake & Clutch, Inc. | 386.11 |
| 10/24/2019 | 33376 | Cummins Northwest, LLC | 31,266.96 |
| 10/24/2019 | 33377 | Department of Transportation | 2,437.22 |
| 10/24/2019 | 33378 | EMC - Mason Transit | 134.80 |
| 10/24/2019 | 33379 | Employment Security Department - WA State | 244.13 |
| 10/24/2019 | 33380 | Evergreen Safety Council | 299.00 |
| 10/24/2019 | 33381 | Gillig, LLC | 2,806.54 |
| 10/24/2019 | 33382 | Knight Fire Protection, Inc. | 650.46 |
| 10/24/2019 | 33383 | Landau Associates Inc | 1,367.61 |
| 10/24/2019 | 33384 | LegalShield | 141.50 |
| 10/24/2019 | 33385 | Les Schwab | 3,635.51 |
| 10/24/2019 | 33386 | Mason County Garbage, Inc. | 708.92 |
| 10/24/2019 | 33387 | Mason County PUD #3 | 94.38 |
| 10/24/2019 | 33388 | Mason County Utilities/Waste Management | 96.00 |
| 10/24/2019 | 33389 | Mountain Mist Water | 188.07 |
| 10/24/2019 | 33390 | Northridge Properties, LLC | 1,500.00 |
| 10/24/2019 | 33391 | Northwest Administrators | 92,499.14 |
| 10/24/2019 | 33392 | Office Depot, inc. | 153.05 |
| 10/24/2019 | 33393 | O'Reilly Auto Parts | 65.91 |
| 10/24/2019 | 33394 | Olympia Spanish SDA | 300.00 |
| 10/24/2019 | 33395 | Pacific Office Automation | 369.23 |
| 10/24/2019 | 33396 | Schetky Northwest Sales, Inc. | 167.08 |
| 10/24/2019 | 33397 | SCJ Alliance | 26,784.05 |
| 10/24/2019 | 33398 | Seattle Automotive Distributing | 1,498.62 |

Mason Transit Authority Check Register

November 2019 Board Report

Activity From 10/11/2019 Through 11/13/2019

| Document Date | Check # | Vendor Name | Amount |
|---------------|---------|---|------------|
| 10/24/2019 | 33399 | The Shoppers Weekly | 266.63 |
| 10/24/2019 | 33400 | South Sound Investment Properties, LLC | 300.00 |
| 10/24/2019 | 33401 | Staples Business Advantage | 80.28 |
| 10/24/2019 | 33402 | Summit Law Group | 7,093.00 |
| 10/24/2019 | 33403 | Super Bee Alignment | 196.74 |
| 10/24/2019 | 33404 | Tozier Brothers, Inc. | 37.11 |
| 10/24/2019 | 33405 | United Way of Mason County | 45.00 |
| 10/24/2019 | 33406 | Westbay Auto Parts | 476.59 |
| 10/24/2019 | 33407 | Washington State Transit Association | 350.00 |
| 10/25/2019 | 33408 | Mason County Public Works | 1,046.00 |
| 10/29/2019 | 33409 | Mason Transit Authority - ACH Account | 172,325.53 |
| 11/7/2019 | 33410 | AIG Retirement | 327.85 |
| 11/7/2019 | 33411 | Associated Petroleum Products, Inc. | 28,755.33 |
| 11/7/2019 | 33412 | Aramark | 312.57 |
| 11/7/2019 | 33413 | Danette Brannin | 263.96 |
| 11/7/2019 | 33414 | CDW Government | 4,857.31 |
| 11/7/2019 | 33415 | City of Shelton | 593.56 |
| 11/7/2019 | 33416 | Cascade Natural Gas | 161.17 |
| 11/7/2019 | 33417 | Comcast | 192.37 |
| 11/7/2019 | 33418 | Commercial Brake & Clutch, Inc. | 386.11 |
| 11/7/2019 | 33419 | Cummins Northwest, LLC | 339.04 |
| 11/7/2019 | 33420 | EMC - Mason Transit | 134.80 |
| 11/7/2019 | 33421 | Evergreen Collision - Sequim | 2,833.76 |
| 11/7/2019 | 33422 | Gillig, LLC | 594.45 |
| 11/7/2019 | 33423 | Hood Canal Communications | 1,823.37 |
| 11/7/2019 | 33424 | Hung Right Doors LLC | 223.04 |
| 11/7/2019 | 33425 | Knight Fire Protection, Inc. | 141.05 |
| 11/7/2019 | 33426 | Mason County PUD #3 | 1,968.07 |
| 11/7/2019 | 33427 | Mathis Exterminating | 439.44 |
| 11/7/2019 | 33428 | Mountain Mist Water | 71.58 |
| 11/7/2019 | 33429 | Mood Media | 108.36 |
| 11/7/2019 | 33430 | Office Depot, inc. | 281.27 |
| 11/7/2019 | 33431 | O'Reilly Auto Parts | 27.49 |
| 11/7/2019 | 33432 | Pacific Office Automation | 369.23 |
| 11/7/2019 | 33433 | Rexel USA, Inc. dba Platt Electric Supply, Inc. | 28.93 |
| 11/7/2019 | 33434 | Builders FirstSource | 86.30 |
| 11/7/2019 | 33435 | Progressive Gifts & Incentives | 274.77 |
| 11/7/2019 | 33436 | Schetky Northwest Sales, Inc. | 145.87 |

Mason Transit Authority Check Register

November 2019 Board Report

Activity From 10/11/2019 Through 11/13/2019

| Document Date | Check # | Vendor Name | Amount |
|---------------|---------|---|----------------------|
| 11/7/2019 | 33437 | Mason County Journal | 40.00 |
| 11/7/2019 | 33438 | The Shoppers Weekly | 76.54 |
| 11/7/2019 | 33439 | Staples Business Advantage | 900.78 |
| 11/7/2019 | 33440 | Total Battery & Automotive Supply | 66.45 |
| 11/7/2019 | 33441 | Tozier Brothers, Inc. | 57.28 |
| 11/7/2019 | 33442 | United Way of Mason County | 90.40 |
| 11/7/2019 | 33443 | Steve Weisenbach | 107.54 |
| 11/7/2019 | 33444 | Westbay Auto Parts | 442.49 |
| 11/7/2019 | 33445 | Washington State Transit Insurance Pool | 340.00 |
| 11/5/2019 | 33446 | Mason County Community Services | 1,030.00 |
| 11/12/2019 | 33447 | District 160 | 2,437.69 |
| 11/12/2019 | 33448 | U.S. Bank | 8,773.08 |
| 11/13/2019 | 33449 | Mason Transit Authority - ACH Account | 195,047.78 |
| | | | <u>\$ 784,925.00</u> |

Mason Transit Authority Credit Card Activity

November 2019 Board Report

October Activity

| GL Title | Transaction Description | Expenses | |
|------------------------------|---|-----------|----|
| Parts Inventory | Speed Tech - Accessory Parts for Ops Van | \$ 165.09 | |
| Parts Inventory | Speed Tech - Accessory Parts for Ops Van | 449.32 | |
| Other Current Liabilities | FreeDoc - Records Management | 199.00 | |
| Employee Recognition | Fred Meyer - Volunteer Recognition | 128.69 | |
| Employee Recognition | RNJ Smoked Meats - Belfair Clean up | 9.34 | GM |
| Employee Recognition | RNJ Smoked Meats - Belfair Clean up | 15.71 | GM |
| Employee Recognition | RNJ Smoked Meats - Belfair Clean up | 28.00 | GM |
| Postage | Shelton Mail and Ship - Gillig Parts for Warranty | 19.99 | |
| Facility Repair/Maintenance | Amazon - Garage Door Switch | 68.90 | |
| Facility Repair/Maintenance | Gate Depot - Safety Edge Transmitter | 125.35 | |
| Facility Repair/Maintenance | Grainger - Inspection Tags | 19.74 | |
| Facility Repair/Maintenance | Green Light Depot - Light Bulbs | 133.25 | |
| Facility Repair/Maintenance | John Ellsworth - Thread Sealant | 35.02 | |
| Facility Repair/Maintenance | Lowes - Icemelt for bus lanes and sidewalk | 766.55 | |
| Facility Repair/Maintenance | McLendons - Toilet Repair | 29.28 | |
| Facility Repair/Maintenance | McLendons Hardware - Chaire Repair | 7.80 | |
| Facility Repair/Maintenance | Walmart - Light Bulbs | 7.58 | |
| Operating Supplies | Amazon - Medical Supplies | 79.12 | |
| Office Supplies | Abila - Checks Supply | 645.56 | |
| Office Supplies | Positive Promotions - 2020 Pocket Planners | 130.95 | |
| Office Supplies | Safeway - Coffee cups and Filters for Conference Room | 7.05 | |
| Shop Supplies | Lowes - Hose | 73.02 | |
| Cleaning/Sanitation Supplies | Fred Meyer - Dish Soap | 26.09 | |
| Cleaning/Sanitation Supplies | Safeway - Dishsoap TCC Kitchen | 10.88 | |
| Shelter Supplies | Amazon - Drill Bit | 29.87 | |
| Shelter Supplies | Home Depot - Stain | 6.54 | |
| Shelter Supplies | Lowes - Kiosk Shelf Brackets | 40.38 | |
| Shelter Supplies | Walmart - Brushes | 9.69 | |
| Shelter Supplies | Walmart - Tiedown Straps | 22.72 | |
| Shelter Supplies | Walmart - Trash Bags | 16.30 | |
| IT Equipment | Amazon - TV Mount | 58.04 | |
| Small Tools & Equipment | Lowes - Shut off wrench | 5.43 | |
| Small Tools & Equipment | Walmart - Duster | 15.20 | |
| Safety Supplies | Amazon - Ice Alert Sign | 249.10 | |
| Small Equipment & Furniture | McLendons Hardware - Microwave and Toaster for Belfair Base | 162.73 | |
| Small Equipment & Furniture | Walmart - Belfair Office Furniture | 378.38 | GM |
| Garbage | Mason County Landfill - CC Use Charge | 2.00 | |
| Garbage | Mason County Landfill - Garbage | 33.85 | |
| Travel & Meeting Expense MTA | Alaska Airlines - IPMA Conference (Danette) | 236.60 | GM |
| Travel & Meeting Expense MTA | Alaska Airlines - IPMA Conference (LeeAnn) | 236.60 | GM |
| Travel & Meeting Expense MTA | Best Western - WSTA Clerk Fall Meeting | 212.54 | |
| Travel & Meeting Expense MTA | Brenda's Market - Fuel for Vehicle 120 | 27.55 | |
| Travel & Meeting Expense MTA | Convention Center - Parking | 12.00 | |
| Travel & Meeting Expense MTA | Convention Center - Parking Day 2 | 12.00 | |
| Travel & Meeting Expense MTA | Dollar Tree - MTA Board Meeting table covers | 5.44 | |
| Travel & Meeting Expense MTA | Enzian Inn - WSTA Maintenance Conference | 209.44 | |
| Travel & Meeting Expense MTA | Enzian Inn - WSTA Maintenance Meeting | 265.14 | |
| Travel & Meeting Expense MTA | Fred Meyer - Planning Day Meeting | 12.94 | GM |
| Travel & Meeting Expense MTA | Fred Meyer - Volunteer Luncheon | 86.60 | |

Mason Transit Authority Credit Card Activity
 November 2019 Board Report

October Activity

| GL Title | Transaction Description | Expenses | |
|------------------------------|--|--------------------|----|
| Travel & Meeting Expense MTA | Holiday Inn - Training in Everett | 351.43 | GM |
| Travel & Meeting Expense MTA | M-T Cup - Working Lunch | 32.50 | |
| Travel & Meeting Expense MTA | Red Lion Hotel - WAPRO Conference | 151.01 | |
| Travel & Meeting Expense MTA | Smoking Mo's - Ops Lunch Meeting | 111.66 | |
| Conference Registration | IPMA- HR Conference Registration (Danette) | 349.00 | |
| Conference Registration | IPMA- HR Conference Registration (LeeAnn) | 325.00 | |
| Training / Seminars | MRSC - Public Works Training | 125.00 | |
| Training / Seminars | MRSC - Public Works Training | 125.00 | |
| Training / Seminars | Summit - PFML Webinar | 50.00 | |
| Training / Seminars | WFOA - Fleet Training 101 | 110.00 | |
| Training / Seminars | WSTIP - Supervisor Training | 75.00 | |
| Training / Seminars | WSTIP - Supervisor Training | 75.00 | |
| Training / Seminars | WSTIP - Supervisor Training | 150.00 | |
| Advertising/Promotion Media | Executive Advertising - Blinky Lights | 396.65 | |
| Advertising/Promotion Media | Executive Advertising - Logo Pens | 101.06 | |
| Advertising/Promotion Media | Safeway - Candy for Public Event | 57.97 | |
| Other Misc Expenses | Amazon - Management Books | 108.44 | GM |
| Passenger Parking Facilities | Glacier Storage - Belfair Parking | 550.00 | |
| | | <u>\$ 8,773.08</u> | |

MASON TRANSIT AUTHORITY TRAVEL FORM (FRM-402B)

I. Pretrip Authorization

1. Name: Danette Brannin Event: AWC Member Expo
 2. Destination: Chelan Departure Date: 10/17 Return Date: 10/18
 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: Personal Car Agency 6. Using a Staff Car? Y / N
 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 | \$ <u>60</u> | | | \$ <u>33</u> |
| Airline Travel: | \$ | | \$ | \$ |
| Rental Car | \$ | | \$ | \$ |
| Lodging: <u>Cost covered by AWC</u> | \$ <u>0</u> | | \$ | \$ |
| Registration fees: <u>AWC</u> | \$ <u>0</u> | \$ | \$ | \$ |
| Mileage: _____ miles X .58 per mile* | \$ | | | \$ |
| Mileage (Pers Veh): <u>478</u> miles X .29 mile* | \$ <u>138.62</u> | | | \$ <u>0</u> |
| Airport Parking/Parking Lot | \$ | | | \$ |
| Shuttle / Taxi | \$ | | | \$ |
| Bridge Toll / Ferry | \$ | | | \$ |
| | \$ | | | \$ |
| | \$ | | | \$ |
| TOTAL | \$ <u>198.62</u> | \$ | \$ | \$ <u>33</u> |

- 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

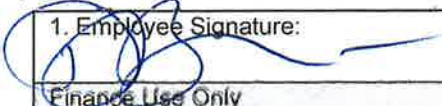
| | | | |
|-----------------------------|-------------|-------------|--------------|
| 1. Total Actual Expenses: | \$ <u>0</u> | \$ <u>0</u> | \$ <u>33</u> |
| 1. Less total cash advances | | | \$ <u>0</u> |
| 2. Total reimbursement due | | | \$ <u>33</u> |
| 3. Or total due to MTA | | | \$ |

TOTAL TRAVEL EXPENSES (add totals in the Total Expenses line Section B)

\$ 33⁰⁰

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>10/21/19</u> | 3. Team Leader Signature: | 4. Date: |
| 5. Travel General Ledger Account #: | | 7. Audited By: | 8. Date: |



Handwritten initials/signature

PURCHASE LOG

Name: Danette Brannin

Date Submitted

Department: Admin

Manager's Approval:

Finance Use Only

| DATE | VENDOR | PURPOSE | AMOUNT | RECEIPT (Y/N) | DEPARTMENT | CODING | FINANCE DEPARTMENT REVIEW |
|----------|------------------|-----------------------------|------------------|---------------|------------|--------|---------------------------|
| 10/10/19 | RNJ Smoked Meats | Exp Rec for Belfair cleanup | 9.34 | * | ops. | 503020 | |
| | | | 15.71 | / | Admin | 11 | |
| | | | 28.2 | * | ops | 11 | |
| 10/25/19 | Fred Meyer | Planning Day Meeting | 12.94 | * | Admin | 509021 | |
| 10/28/19 | Walmart | Belfair Office furniture | 378.38 | * | ops(65) | 504350 | |
| 10/23/19 | Amazon | Management Books | 108.44 | * | Admin | 509992 | |
| 10/25/19 | Holiday Inn Exp. | Training in Everett | 351.43 | * | Admin | 509021 | |
| 10/18/19 | Alaska Airlines | IPMA Conference | 236.60 | * | Admin | 11 | |
| | | Me. Lee Ann | 236.60 | * | Admin | 11 | |
| | | TOTAL | \$ 1,377.44 | | | | |

Don't forget to attach original receipts

Signature:

Date: 10/31/19

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.

MTA MASON TRANSIT AUTHORITY

Mason Transit Authority Regular Board Meeting

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

Subject: Union Contract for the Maintenance Group

Prepared by: Danette Brannin, General Manager

Approved by: Danette Brannin, General Manager

Date: November 19, 2019

Background:

As discussed at the October 15 Board meeting, we have completed negotiations with the International Association of Machinists and Aerospace Workers (IAM&AW) and reached a tentative agreement on a contract, a copy of which is included in the board packet. The collective bargaining unit has voted and ratified the contract as presented.

Summary: Approve the Collective Bargaining Agreement for the Maintenance unit for the term of September 1, 2019 through August 31, 2022

Fiscal Impact:

Approximately 10% increase overall between wages and benefits.

Staff Recommendation:

Approve the IAM&AW Contract for the Maintenance group.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the agreement for the Maintenance group between Mason Transit Authority and the International Association of Machinists and Aerospace Workers District Lodge 160 for the period of September 1, 2019 through August 31, 2022 and approve Resolution No. 2019-29 authorizing the General Manager to sign the Agreement.

AGREEMENT

Between

MASON TRANSIT AUTHORITY

of

SHELTON, WASHINGTON

and

INTERNATIONAL ASSOCIATION

of

MACHINISTS AND AEROSPACE WORKERS

DISTRICT LODGE 160

for the period

September 1, 2019 through August 31, 2022

TABLE OF CONTENTS

| | | |
|-------------------|--|----------|
| AGREEMENT | | 1 |
| ARTICLE 1 | RECOGNITION OF BARGAINING UNIT | 1 |
| ARTICLE 2 | RIGHTS OF MANAGEMENT | 1 |
| ARTICLE 3 | JOINT LABOR-MANAGEMENT COMMITTEE | 2 |
| ARTICLE 4 | NON-BARGAINING UNIT EMPLOYEES | 2 |
| ARTICLE 5 | EMPLOYEE EVALUATIONS | 2 |
| ARTICLE 6 | STRIKES OR LOCKOUT | 3 |
| ARTICLE 7 | UNION MEMEBERSHIP AND DUES | 3 |
| ARTICLE 8 | BUSINESS REPRESENTATIVES AND UNION ACTIVITY | 3 |
| | 8.1 Business Representative Access | 3 |
| | 8.2 Union Steward | 4 |
| | 8.3 Union Bulletin Board | 4 |
| | 8.4 Union Access | 4 |
| | 8.5 Union Activity | 4 |
| | 8.6 Union Leave | 4 |
| ARTICLE 9 | INFORMATION TO BE FURNISHED TO THE UNION | 5 |
| | 9.1 Memo Posting | 5 |
| | 9.2 Employment/Classification | 5 |
| ARTICLE 10 | NON-DISCRIMINATION | 5 |
| ARTICLE 11 | DISCHARGE AND DISCIPLINE | 5 |
| | 11.1 Just and Sufficient Cause | 5 |
| | 11.2 Definitions | 5 |
| | 11.3 Performance Counseling | 5 |
| | 11.4 Categories "A" & "B" | 6 |
| | 11.5 Last Chance Agreement | 7 |
| | 11.6 Notification of Disciplinary Action | 7 |
| | 11.7 Appealing Discipline | 7 |
| | 11.8 No Camera Video or Audio | 7 |
| | 11.9 Reinstatement | 8 |
| | 11.10 Administrative Leave | 8 |
| | 11.11 Reviewing Disciplines on File | 8 |
| | 11.12 Discipline Copies to Union | 8 |

| | | | |
|-------------------|---|----|-----------|
| ARTICLE 12 | GRIEVANCE PROCEDURE | | 8 |
| | 12.1 Purpose | 8 | |
| | 12.2 Definition | 8 | |
| | 12.3 Prior to Grievance | 8 | |
| | 12.4 Grievance Steps | 8 | |
| | Step 1 - Department Manager | 8 | |
| | Step 2 - General Manager | 9 | |
| | Step 3 – Arbitration | 9 | |
| | 12.5 Time Limits | 10 | |
| | 12.6 Grievance Investigation/Witnesses | 10 | |
| | 12.7 Access to Grievance Procedure | 10 | |
| | 12.8 Outcome of Grievance | 11 | |
| | 12.9 No Reprisals | 11 | |
| ARTICLE 13 | ALTERATION OF AGREEMENT | | 11 |
| ARTICLE 14 | SAFETY | | 11 |
| | 14.1 Mutual Objective | 11 | |
| | 14.2 Safety Committee | 11 | |
| | 14.3 Safety Training and Equipment | 11 | |
| | 14.4 First Aid | 11 | |
| ARTICLE 15 | REQUIREMENT OF MEDICAL EXAMINATION | | 11 |
| | 15.1 Cost of Exams | 12 | |
| | 15.2 Employer-Required Exams | 12 | |
| | 15.3 Return to Work Exam | 12 | |
| | 15.4 CDL Examination | 12 | |
| ARTICLE 16 | HOURS OF WORK, OVERTIME, INCLEMENT WEATHER PAY, PREMIUM PAY AND OTHER WORK ASSIGNMENTS | | 13 |
| | 16.1 Work Week and Work Schedules | 13 | |
| | 16.2 Work Shifts | 13 | |
| | 16.3 Overtime | 13 | |
| | 16.4 Report Time | 14 | |
| | 16.5 Call Back to Work Pay | 14 | |
| | 16.6 Temporary Assignments | 14 | |
| | 16.7 ASE Premium Pay | 15 | |
| | 16.8 Meeting and Training Pay | 15 | |
| | 16.9 Inclement Weather Pay | 16 | |
| ARTICLE 17 | RATES OF PAY AND CLASSIFICATIONS | | 16 |
| | 17.1 Wage Rates | 16 | |
| | 17.2 New Classifications | 16 | |
| ARTICLE 18 | PAID AND UNPAID LEAVES | | 16 |
| | 18.1 Leave Accruals | 16 | |
| | 18.2 Weather Conditions | 16 | |

| | | | | |
|-------------------|-------|--|----|-----------|
| | 18.3 | Observed Holidays | 17 | |
| | 18.4 | Personal Leave | 17 | |
| | 18.5 | Vacation Leave | 18 | |
| | | a. Vacation Leave Entitlement and Accrual | 18 | |
| | | b. Accrual Schedule | 18 | |
| | | c. Scheduling Vacation Leave | 18 | |
| | | d. Vacation Payout | 19 | |
| | 18.6 | Washington Paid Sick Leave | 19 | |
| | | a. Accrual | 19 | |
| | | b. Eligibility | 19 | |
| | 18.7 | Employer Paid Sick Leave | 19 | |
| | | a. Accrual | 19 | |
| | | b. Use of MTASL | 20 | |
| | 18.8 | FMLA Leave | 20 | |
| | 18.9 | WA Paid FMLA | 21 | |
| | 18.10 | Jury Duty Leave | 21 | |
| | 18.11 | Military Leave | 21 | |
| | 18.12 | Other Non-Medical Leaves | 21 | |
| | 18.13 | Bereavement Leave | 22 | |
| | 18.14 | Shared Leave Policy | 22 | |
| ARTICLE 19 | | PERSONNEL BENEFITS | | 22 |
| | 19.1 | Health Care Insurance | 23 | |
| | 19.2 | State Pension (PERS) | 23 | |
| | 19.3 | Deferred Compensation Plans | 23 | |
| | 19.4 | Tuition Reimbursement | 23 | |
| | 19.5 | Employee Assistance Program | 24 | |
| | 19.6 | Transportation Passes | 24 | |
| | 19.7 | Employer Sponsored Events | 24 | |
| ARTICLE 20 | | PERSONAL TOOLS AND WORK CLOTHES | | 24 |
| | 20.1 | Personal Tool Allowance | 24 | |
| | | Eligibility | 24 | |
| | | Tool Inventory/Insurance | 24 | |
| | | Repair of Tools | 25 | |
| | | Special Tools | 25 | |
| | 20.2 | Safety Shoes Allowance | 25 | |
| | 20.3 | Work Clothes | 25 | |
| ARTICLE 21 | | SENIORITY | | 25 |
| | 21.1 | Definition of Seniority | 25 | |
| | 21.2 | Effect on Probation on Seniority | 25 | |
| | 21.3 | Additional Accumulation | 25 | |
| | 21.4 | Loss of Seniority | 26 | |
| ARTICLE 22 | | LAYOFF, RECLASSIFICATION, DOWNGRADES AND RECALL | | 26 |
| | 22.1 | Definitions | 26 | |

| | | | |
|-------------------|------|------------------------------------|-----------|
| | 22.2 | Notification of Layoff | 26 |
| | 22.3 | Reduction in Force Procedures | 26 |
| | 22.4 | Reclass and Downgrade Rights | 26 |
| | 22.5 | Recall Rights | 27 |
| ARTICLE 23 | | PROBATION | 27 |
| ARTICLE 24 | | PROMOTIONS AND TRANSFERS | 28 |
| | 24.1 | Job Openings and Posting | 28 |
| | 24.2 | Right to Return to Former Position | 28 |
| ARTICLE 25 | | SUBCONTRACTING | 28 |
| ARTICLE 26 | | SHIFT BIDDING | 29 |
| ARTICLE 27 | | WAGES | 29 |
| ARTICLE 28 | | SAVINGS CLAUSE | 29 |
| ARTICLE 29 | | DURATION OF AGREEMENT | 30 |
| APPENDIX A | | WAGE SCHEDULES | 31 |

DRAFT

AGREEMENT

This Agreement is made by and between Mason Transit Authority of Shelton, Washington, or any successors or assignees thereof, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, representing employees of the Employer as described in Article I of this Agreement.

The Employer and the Union agree that they will administer this Agreement in accordance with the true intent of its terms and provisions and will give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Employer and the Union. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

It is understood that the term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, the term "days" as used in this Agreement shall be defined as calendar days.

ARTICLE 1 - RECOGNITION OF BARGAINING UNIT

Mason Transit Authority of Shelton, Washington (hereinafter referred to as the "Employer") recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160 (hereinafter referred to as the "Union") as the exclusive collective bargaining agent for all regular full-time and regular part-time Maintenance Workers as certified by PERC.

ARTICLE 2 - RIGHTS OF MANAGEMENT

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees;
4. Maintain the efficiency of the Employer's operations;
5. Determine the methods, means and personnel by which the Employer operates and conducts its business;
6. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's Handbook, providing that such policies, procedures, rules, and regulations do not conflict with the provisions of the Agreement; and that such policies, rules, and regulations are made available in writing to employees;
7. Take any actions reasonably necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer; and
8. Relieve employees from duty because of lack of work.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

ARTICLE 3 - JOINT LABOR-MANAGEMENT COMMITTEE

A labor-management committee shall be established, which shall meet every other month, or more or less frequently as mutually agreed, to communicate and resolve issues of mutual interest in areas including, but not necessarily limited to: general operational issues as raised by either party; health and welfare concerns; apprenticeship program; and safety.

The committee shall consist of the Business Representative, the shop steward, one Union member-at-large, the Maintenance Manager, the Administrative Services Manager, and the General Manager. By mutual agreement, other persons may be invited to participate from time to time in order to provide input on specific issues.

The Joint Labor-Management Committee may propose changes to the Union and the Employer, however, its recommendations are not binding and its actions are not a substitute for formal bargaining.

ARTICLE 4 - NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not take the place of a bargaining unit employee, except:

- (1) for purposes of instruction;
- (2) in cases of emergency or other unanticipated circumstances impacting shift or service coverage that are beyond the control of the Employer, or
- (3) if a bargaining unit employee is on an authorized leave of absence (e.g., medical, military, jury duty) for longer than fourteen (14) days.

To fulfill the need listed in 3 above, the Employer will review internal bargaining unit employee availability prior to requesting assistance from non-bargaining unit employees or from an outside temporary agency. Such non-bargaining unit employees shall not substitute for a worker in the event it deprives an individual of a job. This applies to the regular shift and overtime conditions.

In the event any opening occurs which will last more than thirty (30) days but less than ninety (90) days the Employer may bring in temporary workers provided: there are no bargaining unit members willing and qualified to do the work; any bargaining unit member within classification will have the ability to take the more preferential shift; overtime will be offered to bargaining unit members first, prior to the beginning of each thirty (30) day block. Should the need extend beyond ninety (90) days the Employer and Union shall meet to determine the possible continuation of the situation.

ARTICLE 5 - EMPLOYEE EVALUATIONS

Mason Transit Authority reserves the right to evaluate employees' work performance. Employees shall be presented a copy of their evaluation at a private conference with their immediate Supervisor. If an employee is dissatisfied with their evaluation, the employee may request and shall be granted a meeting to discuss the appraisal with the next level supervisor. The employee may attach a written response to the evaluation within seven (7)

days of the evaluation or meeting, whichever is later.

ARTICLE 6 - STRIKES OR LOCKOUT

During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request or assist in a slowdown, work stoppage, interruption of work, strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slowdowns or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. Discipline or discharge for violation of this Article may be processed through the grievance and arbitration procedure. This remedy shall not be exclusive of any other remedy available to the Employer. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

ARTICLE 7 - UNION MEMBERSHIP AND DUES

Section 7.1 Employees in positions in the bargaining unit represented by the Union will have the opportunity to voluntarily become members of the Union. The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union.

Section 7.2 The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or fees. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. may be written, electronic, or by recorded voice, and must be made to the Union. The employer will deduct once it receives the authorization. An authorization remains in effect until revoked in writing, in accordance with the terms and conditions of the authorization.

Section 7.3 The Employer shall schedule a voluntary meeting between newly hired employees and the designated Union representative. The employer shall provide written notice by email to the designated union representative of the time and place of such meeting. The meeting shall take place during the Employer's orientation process for the new employee; or, if there is not such orientation, within three days after the employee starts work. The union representative shall respond by email confirming the Union's availability to attend the meeting.

Section 7.4 The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 8 - BUSINESS REPRESENTATIVES AND UNION ACTIVITY

Section 8.1 Business Representative Access to Work Site and/or Employees. The Business Representative or other full-time representatives of the Union shall be admitted to the facility by the Employer or allowed to talk to employees during working hours, provided advance notification is provided to the General Manager or designee and such visitation does not interfere with normal operations. All such representatives shall comply with the security regulations as required of all other visitors.

Section 8.2 Union Steward. The Union shall designate one employee as Union Steward and one alternate to investigate complaints or claims of grievance on the part of the employees or the Union. Investigations will not interfere with the normal business of the Employer. Stewards will strive to minimize normal work time spent on complaints or grievances and will inform the Employer if these activities require leaving their work area. If these activities require more than 30 minutes in a day, the Union Steward will meet with the Employer and seek mutual agreement as to the time necessary for these activities. Time spent by Union Stewards representing employees will be paid by the Employer when such time involves meetings with the Employer at the Employer's request or during a JLMC Meeting.

The Union will inform the Employer in writing when a change in Union Steward or alternates takes place.

Section 8.3 Union Bulletin Boards. The Employer shall provide one bulletin board for the Union's exclusive use. The bulletin board is for the posting of rules, regulations, and notices of meetings and other business affairs of the Union. It shall be the responsibility of the Union and its representatives to assure that information posted on such board is "Union Business". Nothing posted on the bulletin board shall be derogatory in nature towards the Employer, its elected officials, its bargaining representatives, or other personnel.

Section 8.4 Union Access to Electronic Equipment. The Employer and Union agree the Employer's computer and telecommunication equipment shall be used primarily for conducting the Employer's business. However, employees and Union Stewards may make limited use of the Employer's computers, telephones, fax machines, photocopiers, and similar telecommunication equipment for tasks related to collective bargaining and contract administration. Such use must comply with the Employer's policies, must not interfere with the Employer's daily operations, and must have a *de minimus* cost. The Union and employees understand and accept there is no right to privacy for any communication taking place over the Employer's email and telecommunication equipment, and that any communication is subject to inspection and public disclosure.

Section 8.5 Union Activity. No employee shall be discharged or discriminated against in any way because of their membership or participation in sanctioned activities in behalf of the Union.

Section 8.6 Union Leave. Employees accepting full-time positions as elected or appointed representatives shall be granted leaves of absence without pay for the term of office or any renewal thereof; provided, however, that thirty (30) days' notice is given. Employees granted such leave may return to their former classification without loss of seniority rights, provided that they remain qualified, with or without reasonable accommodation, and there is a vacancy in that position.

Employees may also be granted short-term leaves of absence without pay for the purpose of attending Union conventions, meetings, contract negotiations and any other bona fide Union business. Requests for time off must be in writing, signed by the Business Representative, seven (7) days in advance of the time off and addressed to the Manager of Maintenance except in emergency situations, in which event such advance notice shall be given no less

than forty-eight (48) hours in advance.

ARTICLE 9 - INFORMATION TO BE FURNISHED TO THE UNION

Section 9.1 Memo Posting. Copies of all memos posted will be provided to the designated shop steward at his/her request.

Section 9.2 Employment/Classification. The Employer agrees to make available to the Union the following information regarding bargaining unit employees:

- a. A list of members and any new members.
- b. Classification of employees.
- c. Rate of pay of employees.
- d. Seniority date.
- e. Employee's loss of seniority for any reason.
- f. Job descriptions (if new or revised).
- g. Employee Handbook and other agency written policies.

ARTICLE 10 - NON-DISCRIMINATION

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, sexual orientation, age, marital status, national origin or physical, mental or sensory disabilities, honorably discharged veteran or military status, discrimination pursuant to the Americans with Disabilities Act or other basis prohibited by local, State or Federal law. The Union and Employer representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

ARTICLE 11 - DISCHARGE AND DISCIPLINE

Section 11.1 Just and Sufficient Cause. No employee shall be discharged, suspended or otherwise disciplined without just cause.

Section 11.2 Definitions: For purposes of this Article "active for work" is defined as: All paid time being credited towards the specified period of time. Any unpaid leave time beyond **ten (10)** consecutive calendar days will **not** be considered active for work, with the exception of military leave.

For purposes of this Article "active disciplines" are defined as: All disciplines that have not expired.

Section 11.3 Performance Counseling. Performance issues, unless other addressed in Section 11.4, will be administered through the performance counseling process set forth in

the Employer's Performance Counseling Policy and made part of this agreement. The Performance Counseling Policy is designed to address performance issues through five levels depending on the severity of the issue:

- a. Counseling and Verbal Warning
- b. Written Warning
- c. Decision-Making Leave
- d. Suspension
- e. Discharge

Section 11.4 Categories "A" & "B". Most performance problems in the workplace will fall under the Performance Counseling Policy as a means of correcting the performance. However, there are some infractions which, by their severity or seriousness, would warrant more immediate and decisive action and therefore are categorized as A or B offenses.

Category "A"

Category A infractions are major infractions having the potential of dismissal on a first (or any) occurrence. These include, but are not limited to:

- Prohibited harassment
- Prohibited discrimination
- Fighting or violence in the workplace
- Theft
- Gross insubordination
- Gross safety violations
- Reckless driving while operating MTA equipment
- Violations applicable to the Drug and Alcohol Policy
- Cell phone use in accordance with Washington State law
- Failure to report an accident
- Falsification of any employment record

Category "B"

Category B infractions are serious infractions having the potential of a written warning, a suspension or causing an employee to be placed on decision-making leave. Discipline in this category will be issued in a line of progression, when appropriate. Examples of Category B infractions include, but are not limited to:

- Insubordination
- Responsibility for a serious incident
- Failure to follow accident procedures
- Falsification of or failure to file a report
- Traffic violations while operating MTA equipment

In the event a previous Category A violation is considered by the Employer in determining a subsequent disciplinary sanction and the subsequent discipline is subject to a Step 3 (arbitration) review in the grievance procedure found in Article 12, the impact of the previous Category A discipline on the subsequent discipline may be considered by the arbitrator in the arbitrator's application of the just cause standard.

Category A & B violations will remain in effect for twelve (12) months, to be extended by any periods when the employee is not “active for work.” The period of effect may be extended up to thirty (30) months, commensurate with the seriousness of the violation and/or number of previous violations.

If an Employee is currently at a Written Warning or above level of discipline, a Category B infraction may result in termination of their employment at Mason Transit.

Section 11.5 Last Chance Agreement. In lieu of termination, the parties may agree to the terms of a Last Chance Agreement (LCA). The terms of an LCA are subject to the mutual agreement of the parties and unless otherwise agreed set no precedent for other disciplines.

Section 11.6 Notification of Disciplinary Action. In all cases of discharge, demotion or other discipline, the employee involved shall be notified, in writing, of the action and the reason for such action. Before imposition of discharge, demotion, or unpaid suspension, the Employer will provide advance notice of the intended disciplinary action.

An employee shall have the right to have a Union Steward present at a disciplinary interview, upon request. When a meeting with an employee has been requested by the Employer, and where discipline may result, it is agreed that it is the responsibility of the affected employee to request representation from their Shop Steward. If a Shop Steward is requested, the meeting will be scheduled for the next day, if necessary. If relief is required, it is the responsibility of the Shop Steward to request time-off.

Section 11.7 Appealing Discipline. Should there be any dispute between the Employer and the Union concerning the existence of just cause for discharge, suspension, demotion or discipline resulting in loss of compensation or benefits, such dispute shall be adjusted in accordance with Grievance and Arbitration provisions in this Agreement. Counseling and verbal warnings shall not be subject to the grievance procedure. Written warnings may be appealed through the first two (2) steps of the Grievance Procedure only. The findings of the General Manager shall be attached to the written warning. If the parties fail to agree, the written warning will stand. The Union may attach a statement of their position to the written warning.

An Employee may appeal his/her suspension or dismissal through the grievance procedure. For purposes of this Article, “Decision-Making Leave” is considered a form of suspension.

An employee serving in their initial probationary period may be dismissed within the probationary period with no appeal of the dismissal. It is understood however, that a probationary employee has all rights to the grievance procedure for all other actions. Probationary employees may request union representation at a dismissal hearing.

Section 11.8 Camera, Video or Audio. No camera video or audio recording shall be used by any manager against any IAM member for the purpose of finding misconduct or issuing discipline (“fishing” or targeted surveillance), except when there is an initiating event such as a complaint, accident, incident, or the Employer is made aware of a possible infraction. If misconduct is discovered during an appropriate review, corrective action may be taken if consistent with just cause. If discipline is issued, management and the Union Business Representative, or designee, may jointly review and discuss the recording.

Section 11.9 Reinstatement. In the event it is found that an employee has been discharged without just cause, such employee shall be reinstated to the employee's former position. In no way shall the period of unjust discharge affect the employee's seniority rights or the employee's rights to the other benefits agreed to herein.

Section 11.10 Administrative Leave. The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure and is not considered a part of discipline.

Section 11.11 Reviewing Disciplines on File. An employee has the right to review both the personnel file maintained by Human Resources and the working file maintained by his/her Department.

Section 11.12 Discipline Copies to Union. The Employer will send copies of any written discipline placed in an employee's personnel file to the Union office.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 12.1 Purpose: The purpose of this procedure is to provide an orderly, effective, and expeditious method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. However, it is understood that failure of the parties to come to an agreement shall not be looked at disparagingly nor should it have a negative impact on the effectiveness of this procedure. It is further understood that there shall be no suspension of work, slowdown or curtailment of services while any grievance is in the process of adjustment or arbitration pursuant to the terms of this Agreement.

Section 12.2 Definition: A "grievance", as used in this Agreement, shall be defined as a claim by an employee that the terms of this Agreement have been violated, or that a dispute exists concerning proper application or interpretation of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

Section 12.3 Prior to Grievance: Prior to filing a grievance an attempt should be made to settle the dispute by discussing the matter with the immediate supervisor or other appropriate management personnel.

Section 12.4 Grievance Steps: Steps in the grievance procedure for disputes involving contract interpretation or disciplinary action shall be handled in the following manner:

Step 1: Formal Grievance – Department Manager

Grievances must be filed within fourteen (14) days of the occurrence of the event which gives rise to the grievance, or within fourteen (14) days of when the employee is informed of the event, by the individual affected or through their Shop Steward, to the employee's department manager, or the manager's designee.

The employee's department manager, or the manager's designee, shall attempt to

satisfactorily settle the grievance within fourteen (14) days from the date of receipt of the employee's Step 1 grievance. Step 1 will include the following:

- a. A statement of the grievance and the facts upon which it is based, including the date of the occurrence and any relevant witnesses.
- b. The Articles or Section in this Agreement claimed to have been violated.
- c. Remedy sought.
- d. The signature of the aggrieved employee(s) and the Union representative (if presenting the grievance).
- e. Date of signatures/presentation.

Step 2: General Manager

In the event the grievance cannot be settled at the Step 1 level as defined above, it shall be submitted in writing within seven (7) days from the date of the department manager's, or the manager's designee's Step 1 reply, by the Shop Steward to the Employer's General Manager and the Business Representative of the Union.

The written submission of a Step 2 grievance shall include the reasons for dissatisfaction with the department manager's, or the manager's designee's, solution.

The Employer's General Manager shall meet with the grievant, the Shop Steward, and the Business Representative of the Union within fourteen (14) days from the date of receipt of the Step 2 grievance, to attempt to satisfactorily settle the grievance. The General Manager will give a written response within seven (7) days of the meeting. If the Union is not in agreement with the written decision of the General Manager, the General Manager and the Business Representative of the Union will decide whether to submit the grievance to mediation or normal arbitration.

In the event the grievance is submitted to mediation and the recommendations of the mediator are not acceptable to either party, either party may request arbitration in accordance with Step 3 as defined below.

Step 3: Arbitration

Within seven (7) days of the Step 2 response or the mediation decision, the Union may on behalf of the grievant serve a demand for arbitration upon the other party. Within seven (7) days of the demand, the parties shall jointly submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) names from which the parties shall select their arbitrator. Within seven (7) days after receiving such list, the parties shall each alternately strike one name from the list, with the first strike being determined by the toss of a coin, until one name remains. The person thereafter remaining on the list shall be and become the arbitrator.

The parties will strive to schedule the earliest available dates for the arbitration hearing. Prior

to commencement of the hearing, both parties shall stipulate to the issue(s) that will be presented for the arbitrator's consideration.

The arbitrator shall not add to, subtract from or in any way modify or change any of the terms or provisions of this Agreement nor shall the arbitrator have jurisdiction or authority to consider or decide matters concerning or involving a new or different agreement or requested changes in this Agreement.

The decision of the arbitrator shall become final and binding on both parties when delivered to them in writing.

Each party shall be responsible for half the costs of the arbitrator's fees and any joint expenditures. Each party is responsible for any compensation and expenses relating to presentation of its own case, including any witness and attorney's fees.

Section 12.5 Time Limits: The time limits may be extended by mutual agreement of the parties. In the absence of an agreed upon extension of the time limits the following sanctions shall apply:

- a. If the Union fails to follow the time frame in progressing to the next step, the issue is forfeited. If the Employer fails to follow the time frame in responding to a grievance, the grievance will automatically advance to the next step.
- b. If the responding party fails to follow the time frame in responding to the moving party, the moving party has the option to move to the next step. "No response" shall be the same as "denying the grievance". Thus, the moving party must so notify the responding party of this action when taken and said notification must conform within the time limits set forth for progressing to the next step.

Section 12.6 Grievance Investigation/Witnesses: The aggrieved employee and/or the shop steward shall be given full opportunity to investigate the grievance. Should the grievance proceed to Step 3 (Arbitration), each party will bear the salary costs of their own witnesses as follows:

- a. Employees participating in the preparation and conduct of an arbitration at the request of the Union will be paid through MTA's regular payroll process for such attendance; IAM will reimburse MTA for wages, PERS Employer contributions, and the value of all other compensation and benefits related to such attendance.
- b. MTA will submit a monthly billing to IAM for reimbursements due to MTA; billing to be itemized based on hours in attendance, wages, and the value of benefits.
- c. The billing rate will be based on an employee's straight time wage rate. Hours spent by employees participating in the preparation and conduct of an arbitration on behalf of the Union will not count as hours worked for purposes of overtime eligibility.

Section 12.7 Access to the Grievance Procedure: Notwithstanding the above terminology, either an employee or management shall have the opportunity to access this grievance procedure.

Section 12.8 Outcome of Grievance: In all cases, the grievant shall receive notification of the outcome of the employee's grievance.

Section 12.9 No Reprisals: There will be no reprisals against the grievant, the Union, the Employer, or others as a result of their participation in the grievance or arbitration process.

ARTICLE 13 - ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 14 - SAFETY

Section 14.1 Mutual Objective: It is the mutual objective of both parties of this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents, illness and injuries. All employees are required to report observed safety hazards and concerns immediately to their supervisor.

Section 14.2 Safety Committee: A member of the bargaining unit will be elected to the Employer's Safety Committee. The Safety Committee shall meet once every month, or on another schedule mutually agreed upon by Committee members, and Safety Committee meetings shall be conducted on Employer's paid time. The duties of the Safety Committee will be to advise on matters relating to employee safety, review applicable safety laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken. Copies of the minutes will be posted on the Safety Board and on the shared directory. In the event of an OSHA or WISHA walk-around inspection, the Maintenance Department will be notified as soon as possible to allow one bargaining unit member to accompany the inspectors.

Section 14.3 Safety Training and Equipment: The Employer will provide safety training to all employees and furnish safety and personal protective equipment for all employees, as is appropriate to individual positions. It shall be mandatory for all employees to participate in any required safety training provided by the Employer and to use safety and personal protective equipment when the Employer determines they are necessary.

Section 14.4 First Aid: The Employer shall establish and maintain an ongoing employee emergency first aid training program. At least one (1) employee per shift shall be required to maintain a valid first aid and CPR certificate.

ARTICLE 15 - REQUIREMENT OF MEDICAL EXAMINATION

It is understood by the Employer and the Union that physical examinations or tests conducted by the physician of the Employer's choice may be required during the term of this Agreement.

Safety and health of the employees and customers of Mason Transit Authority necessitate these requirements.

Section 15.1 Cost of Exams. The Employer shall pay the full cost of a DOT medical exam when using the Employer's preferred certified medical examiner. The Employer will pay \$85.00 toward the cost of a certified medical exam when the Employee chooses their own DOT medical examiner. Costs incurred to obtain a Job Analysis/Return to Work report from a personal physician as part of a return to work agreement are not covered by the employer. Employees shall receive copies of all medical reports from such required examinations.

Section 15.2 Employer-Required Exams. Employer-required exams include: Drug and alcohol testing (pre-employment, random, post-accident, reasonable suspicion and return to work agreements), DOT medical exams to ensure an employee is medically qualified to fulfill their job duties. Employer required DOT medical exams must be performed by a provider on the National Registry of Certified Medical Examiners. Employer may exercise the right to choose the Certified Medical Examiner in cases of return to work agreements.

Section 15.3 Return to Work Exam. An employee returning to work following an injury or illness that causes an absence of more than three consecutive days, may be required to provide a completed Job Analysis/Return to Work form before returning to work. In certain situations, the Employee may be required to provide a Job Analysis/Return to Work form from both a certified medical examiner, and personal physician achieving concurrence before returning to work.

Section 15.4 Commercial Driver's License Examination. All Commercial Driver License (CDL) holders are required to undergo and successfully pass a DOT certified medical examination within 10 days of expiration throughout their employment. The Employee may choose to use an Employer selected certified medical examiner or may choose to use a certified medical examiner of their choosing for the required examination. Examinations are scheduled on the employee's own time. The employee must always carry the medical examiner's certificate on his/her person while driving a commercial vehicle and provide a copy to the Employer.

Employer Physician: If the employee chooses the Employer-selected certified medical examiner, the cost of the examination will be billed directly to and paid by the Employer, up to one time per year.

Employee Physician: If the employee uses a physician of their choosing, the employee must schedule his/her own examination. Employees using their own physician will provide the Administrative Services Manager with a copy of the completed physical examination, signed by their physician. The employee is eligible to receive reimbursement for the cost of the exam (to include any required co-pay for the office visit), up to one time per year, provided the employee submits satisfactory evidence of the costs he/she incurred. The maximum allowed reimbursement will be up to the same amount the Employer would have paid if the employee chose to use the Employer's physician.

ARTICLE 16- HOURS OF WORK, OVERTIME, INCLEMENT WEATHER PAY, PREMIUM PAY AND OTHER WORK ASSIGNMENTS

Section 16.1 The parties recognize that under normal working conditions forty (40) hours equals a normal workweek. It may, however, be necessary to allow, by mutual consent, variations to the hours of work to allow for flexible scheduling. The work week for pay purposes shall commence at 12:00am Sunday and end at 11:59 PM the following Saturday.

Hours of Work. The normal work hours for Maintenance employees will be as scheduling dictates. Due to the nature of their work, certain Maintenance employees will have different schedules. Those schedules shall be determined by the Maintenance Manager or designee. The Employer retains the right to establish and alter work schedules in accordance with the public transportation needs, demand, Employer policies, and all regulations and requirements specified in the United States Fair Labor Standards Act. The Employer's determination in such matters shall be conclusive.

Section 16.2 An employee shall be deemed to be working in the following shift if the employee starts their shift within the following designated times.

| | | | |
|------------|----|-----------|-------|
| 4:30 a.m. | to | 1:30 p.m. | Days |
| 12:30 p.m. | to | 9:30 p.m. | Swing |

Each shift shall include an unpaid sixty (60) minute lunch period. Upon approval of the Employer, variations of the shift to accommodate different lunch periods may be permitted. Each employee shall be given a paid fifteen (15) minute rest period in each half of the shift to which the employee is assigned. Each employee who is assigned to work two (2) hours or more either before or after their scheduled shift shall be granted a fifteen (15) minute paid rest period at either the start or conclusion of their normal shift respectively.

Section 16.3 Overtime. All hours worked in excess of forty (40) in the work week shall be compensated at a rate of one and one-half (1-1/2) times the straight time hourly rate.

For purposes of this Section, the use of any paid leave (e.g., when an employee is off duty with pay relating to vacation, sick leave, observed holidays, military duty, or jury duty) will not be counted as hours worked for overtime computation, unless the overtime is mandatory in nature. The payment of an observed holiday, if it falls on an employee's regularly scheduled day off, shall not be counted as hours worked for overtime purposes. If an employee is on paid leave status and chooses to work or attend a meeting, they will not be paid for more than their normal scheduled work day. Paid leave will be adjusted to complement time spent working or in attendance at the meeting to equal their normal work day.

The Employer solely will determine the need for overtime and offer overtime accordingly. Employees must receive prior authorization from the employee's immediate supervisor before working overtime in excess of thirty (30) minutes, except in cases of emergency.

Scheduled overtime work shall be based on a voluntary sign-up sheet at the bid, and offered by rotation to the most senior qualified Employee in the classification first and then in descending order of seniority. If all Employees refuse the offered overtime, the lowest seniority employee within the classification shall be required to work. On a case-by-case

basis, overtime may be offered to other Employees outside the classification when mutually agreed upon by the Employer and Union.

Unscheduled overtime work shall first be offered on duty at the time when the need arises. In offering overtime work, the Employer will endeavor to distribute opportunities as evenly as possible. If no Employee volunteers to work overtime, it will be assigned to the least senior available Employee.

Employees shall be required to work overtime or holidays when assigned unless excused by the Employer. When mutually agreed upon between a supervisor and an Employee, a shift can be flexed to cover a shift or partial shift.

Section 16.4 Report Time. The Employee shall be considered as being on the payroll when he/she reports to work and is unable to perform his/her regular duties due to circumstances beyond their control. The Employer will determine when circumstances are beyond an Employee's control, including, but not limited to, floods, severe weather, natural disasters, public emergencies, etc. When an Employee is required to report to work, he/she shall be guaranteed a minimum of two (2) hours at the applicable rate of pay.

Employees are to be on time and ready to start work, including being in their work clothing prior to the start of their work shift.

Section 16.5 Call Back to Work Pay. Call back is defined as any time the Employer requires employees to return to work on an unscheduled basis to perform work after they have completed their regular shift and left the facility. Call in is defined as any time the Employer requires an employee to work when an employee has not yet started their regular scheduled shift on the call in day and the work is not connected to the employee's regular work shift.

- a. If called back or called in to work, employees are required to come in to work. Mandatory attendance at a meeting is considered a call back or call in; whereas voluntary regularly scheduled shop and/or committee meetings are not. Employees working prior to a start or continuation of a shift will receive pay for the actual time worked.
- b. An employee called back or called in to work shall be guaranteed two (2) hours work, during which time the Employer may provide and require two (2) hours work of the employee. The employee will receive at a minimum two (2) hours pay their straight time hourly rate starting at the time the employee arrives at the work place.
- c. The same conditions listed above apply for call back or call in on an observed holiday.
- d. No one shall be required to be placed on standby for the life of this Agreement.

Section 16.6 Temporary Assignments. It is solely a management right to determine when and if an employee shall be assigned to work as a lead or in a higher classification; this Section creates no obligation for any such designations to be made. However, in the event an employee is temporarily assigned by Management or a designee to work as a lead, in a higher paid classification, or to train other employees, the following conditions shall apply:

- a. Employees assigned to temporarily work as a lead for a minimum of two (2) consecutive

hours or more per incident shall receive their mechanic straight time hourly wage rate plus an additional ninety cents (\$0.90) per hour.

- b. Employees, designated to a temporary work assignment in a higher paid classification other than a lead position, shall receive their straight time hourly wage rate plus an additional ninety cents (\$0.90) per hour.
- c. Employees, other than leads, assigned to provide training to other employees in a classroom like setting shall be compensated at the rate of pay of \$.50 per hour for all hours assigned to train. This Section does not apply to any side-by-side training that occurs on the shop floor within the context of sharing knowledge and techniques with each other or instructing apprentices.
- d. In no event shall an employee, while working in a lower paid classification, receive less than his/her straight time hourly rate of pay.

Section 16.7 ASE Premium Pay. Technicians who successfully pass ASE certification tests listed below will receive an additional .25 per hour for each test passed. An additional .25 for a total of \$2.00 per hour will be given to technicians who successfully pass all ASE tests and obtain Master Certification. When such ASE certified technician is providing shop leadership coverage (serve as Lead Mechanic) there will be no additional pay.

Employees are responsible to keep certification current. Employees will lose the premium pay if certifications are not current.

Probationary employees are not eligible for the ASE premium pay until probation period is completed.

ASE tests to pass:

- H2 – Diesel Engines
- H3 – Drive Train
- H4 – Brakes
- H5 – Suspension and Steering
- H6 – Electrical/Electronic Systems
- H7 – Heating Ventilation and Air Conditioning
- H8 – Preventative Maintenance and Inspection

The Employee will pay up-front registration and testing costs associated with ASE certification. The Employee is required to submit a copy of the certification of completion to the Employer within thirty (30) days of receiving said notification. Upon receipt of the certification of completion, the Employer will reimburse the Employee for the costs of the ASE tests, including registration costs. Reimbursement will be made on the Employee's paycheck within thirty (30) days of payroll receiving the Employee's certificate of completion.

Section 16.8 Meeting and Training Pay. Employees will receive their regular rate of pay for attendance outside of scheduled work hours at Employer required meetings and for attendance at Employer required or approved training sessions. If Employees are required to complete "homework assignments" outside of scheduled work hours, Employees will be paid

straight time for any hours completing such homework; however, proof of homework assignments must be submitted before receiving such pay.

Section 16.9 Inclement Weather Pay. When inclement weather conditions cause the Employer to curtail service, the employee shall receive their scheduled daily pay provided:

- a. The employee reports to work and remains on duty during the period of the scheduled regular work assignment (unless excused by the Employer); and
- b. The employee has not been notified eight (8) hours prior to their scheduled on-duty report time.

If the Employer has notified the employee eight (8), or more, hours prior to their scheduled on-duty report time, the employee shall not be entitled to inclement weather pay for the day or for any curtailed work days following the notice. The employee may use available vacation for the time loss. Any available work on curtailed service days will be assigned by seniority.

ARTICLE 17 - RATES OF PAY AND CLASSIFICATIONS

Section 17.1 Wage Rate. The classification and rates of pay of employees are set forth in Appendix A, attached hereto and made part of this Agreement.

Section 17.2 New Classifications. In the event that a new job classification is established or there is a substantial change in the duties or requirements of established job, the Employer shall develop an appropriate classification and rate of pay to apply to such job. The Employer shall furnish the Union with the new classification and the rate of pay to apply to such job. If the Union disagrees with the assigned rate of pay within ten (10) days from the date of such submission or within such additional time as may be mutually agreed upon, the Employer may place the new job classifications and rate in effect subject to continued negotiation for rate of pay.

ARTICLE 18--PAID AND UNPAID LEAVES

Section 18.1 Leave Accruals. Employees are eligible to accrue paid leave benefits if they work (or are in paid leave status) one half (1/2) or more of a pay period. Employees who work (or are in paid leave status) less than one half (1/2) of a pay period shall receive prorated leave benefits; the proration will be based on the number of hours paid. Leave benefits accrued from the current pay period are available to the employee at the start of the following pay period (applies to all accrued leaves). An employee who exhausts their paid leave will begin earning accrued leave upon their return to work. Leave benefits shall not accrue when an employee is no longer in a paid status.

Section 18.2 Weather Conditions. Employees are expected to be at their jobs regardless of weather conditions. During extreme weather conditions, employees who are unavoidably absent due to weather conditions may request the use of paid vacation leave. Paid leave requests are subject to approval of the Maintenance Manager. In such event, an employee is expected to make contact with the Maintenance Manager as soon as reasonably possible, in accordance with the department's established call-in/reporting procedures.

Section 18.3 Observed Holidays. All eligible employees shall be granted ten (10) observed holidays. The following holidays shall be observed by Mason Transit: New Year's Day, Martin Luther King, Jr Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day

- a. Dates of Holidays: The Holiday schedule with specific dates is posted each year on employee bulletin boards. When a Holiday falls on a Saturday, it will be observed on the preceding Friday. When the Holiday falls on a Sunday, it will be observed on the following Monday.
- b. Eligibility for Pay: Regular full-time and probationary employees will receive holiday pay for their normally scheduled work hours on observed holidays, up to a maximum of eight (8) hours per holiday. An employee who works a ten (10) hour work shift may supplement two (2) hours of accrued vacation leave. Temporary employees are not eligible for observed holiday leave. Regular part-time employees receive four (4) hours of holiday pay. To be eligible for observed holiday pay, employees must be in a full paid status on the employee's regularly scheduled workday both prior to and following the holiday. If an employee takes a sick day on their scheduled workday before or after the holiday, the employer may require a doctor's certificate prior to paying the holiday pay.
- c. Required to Work: If an employee is required to work on the observed holiday, the employee shall receive eight (8) hours holiday pay as stated above, as well as pay for any hours worked during the holiday.
- d. Scheduled Day Off: When an observed holiday falls on an employee's regularly scheduled day off, a regular full-time employee will receive eight (8) hours holiday pay in addition to their regular pay for that week. Regular part-time employees receive four (4) hours holiday pay.
- e. Observance of Religious Holidays: If an employee's religious beliefs require observance of a holiday not included in the observed holiday schedule, or if the employee desires leave for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, the employee may request the day off using paid leave or leave without pay. The employee is entitled to a maximum of two (2) unpaid religious leave days in a calendar year. Requests must be submitted to the Maintenance Manager for approval at least two (2) weeks prior to the requested day. The Maintenance Manager will evaluate whether the employee's absence will cause an undue hardship to Mason Transit.

Section 18.4 Personal Leave. In addition to company holidays, regular full-time and part-time employees are eligible for two (2) personal leave days per year as detailed below:

| | |
|---------------------|--|
| Full-time employees | 8 Hours x 2 Personal leave days = 16 Hours |
| Part-time employees | 4 Hours x 2 Personal leave days = 8 Hours |

Personal leave days must be taken in eight (8) hour increments for full-time employees and four (4) hour increments for part-time employees. Personal leave days must be approved in advance by the employee's supervisor and may not be carried forward to the next year. If an employee starts after July 1st, full-time employees will receive one personal leave day (8

hours) and part-time employees will receive one personal leave day (4 hours).

Section 18.5 Vacation Leave.

a. Vacation leave entitlement and accrual: After completing six months of employment, eligible employees may take paid vacation leave. Regular full-time employees accrue vacation leave from the first pay period of their employment. Regular part-time employees accrue vacation leave at half the rate of a full-time employee per pay period. Temporary employees are not eligible to accrue vacation leave.

b.

VACATION ACCRUAL HOURS AND DAYS SCHEDULE

| START OF SERVICE YEAR | ANNUAL HOURS | ACCRUAL RATE PER PAY PERIOD |
|-----------------------|--------------|-----------------------------|
| 0-1 | 96 | 3.69 |
| Over 1-2 | 104 | 4.00 |
| Over 2-5 | 112 | 4.31 |
| Over 5-10 | 144 | 5.54 |
| Over 10 | 192 | 7.38 |

Employees are encouraged to use their vacation hours. As of December 31 of each year, an employee's total vacation leave balance may not exceed two hundred forty (240) hours.

c. Scheduling Vacation Leave: Use of vacation leave must be approved in advance by the Maintenance Manager or designee. Vacations initially shall be scheduled according to seniority, then on a first-come, first-served basis, as follows:

- i. The Employer shall have the right to establish a vacation schedule establishing the number of employees allowed vacation on given dates and/or shifts.
- ii. The vacation year shall be defined as a twelve (12) month period beginning January 1 and ending December 31.
- iii. A sign-up sheet will be posted in December of the preceding year for the purposes of seniority-based vacation bidding. Bidding will start the first Monday in December and will last a total of four (4) weeks. During the first two (2) weeks, vacation will be bid in weeks at a time. During the last two (2) weeks, single vacation days will be bid. The choice of vacation days shall be determined by seniority of each employee. When an employee selects a vacation week in which one of the fixed holidays fall (e.g., Christmas Day) the employee will receive four (4) days of vacation leave and one day of holiday pay.
- iv. Following the annual bidding, employees may request approval for vacation days following Department procedures.

- v. Vacation leave will only be granted if the employee making the request has a leave balance that, with projected accruals, would be sufficient to cover the entire leave request. The Employer reserves the right to cancel any approved leave request when there is insufficient leave balance to cover the total leave period. In such cases, the Employee will be given written notice of the cancellation.
 - vi. Pre-approved leave must be cancelled no later than two (2) p.m. on Tuesday of the week prior to the approved day(s) off.
- d. Vacation Payout: All accrued, unused vacation up to two hundred forty (240) hours will be paid upon resignation, termination or retirement, when an employee leaves MTA.

Section 18.6 Washington Paid Sick Leave: Washington Paid Sick Leave (WPSL) is available for all employees to use for qualifying reasons per state law. For a full description of the Employer's policy regarding WPSL, see the Washington Paid Sick Leave Policy, which is considered part of this agreement.

- a. Accrual: All employees begin accruing WPSL at the commencement of employment. All employees accrue WPSL at the rate of one hour for every 40 hours worked (including overtime). All full-time employees accrue WPSL at the rate of one hour for every 40 hours worked, but in no case accrue less than two (2) hours per pay period. (e.g., a full-time employee working 37 hours per week during a two-week pay period will accrue two (2) hours of WPSL.)

Part time, Seasonal, and Temporary employees will accrue WPSL at a rate of .025 per hour for each hour worked.

- b. Eligibility: All employees are eligible to use accrued WPSL beginning on the 90th day of employment. WPSL accrued during a pay period may not be used until the following pay period.

Section 18.7 Employer Paid Sick Leave: In addition to the Washington Paid Sick Leave, Employer paid sick leave is available for all regular, full-time employees to use for qualifying reasons as per the Mason Transit Authority Sick Leave (MTASL) Policy. For a full description of qualifying reasons and details of usage, refer to the policy, which is considered part of this agreement.

- a. Accrual. All eligible employees begin accruing MTASL at the commencement of employment. Regular full-time employees accrue MTASL at the rate of 1.69 hours per pay period. For example, 1.69 hours prepay period x 26 pay periods = 44 (rounded) hours of MTASL per year in addition to the 52 hours accrued (assuming no overtime worked) under the Washington Paid Sick Leave Policy, as required by law, for a total of 96 hours per year. MTASL balance will not exceed 960 hours. Hours above 960 will be forfeited.
- b. Use of MTASL. Regular, full-time employees are eligible to use accrued MTASL upon commencement of their employment. MTASL accrued during a pay period may not be taken until the following pay period.

Employees must provide reasonable notice, as described per the policy, to their team manager or designee regarding use of MTASL whenever possible, along with a Paylocity Time-Off Request. If no advance notice is possible, then the Paylocity Time-Off Request must be submitted on the day following the employee's return to work.

If the absence is foreseeable, the employee must notify his or her team manager at least 10 days, or as early as possible, before the first day MTASL will be used.

If the absence is unforeseeable, the employee, or a person on his or her behalf, must notify his or her team manager as soon as possible, preferably no later than one (1) hour before the employee's scheduled start time.

The employee may be required to provide verification for using MTASL for a qualifying reason, or upon reasonable suspicion of sick leave abuse (e.g., Pattern Absence), as provided in the policy. If verification is requested, the employee must submit a completed verification form to team manager or supervisor no less than 10 calendar days from the first day an employee used MTASL.

Unexcused absences may be subject to the Employer's Performance Counseling Policy.

Section 18.8 FMLA Leave. Eligible employees those who have worked ,12 months and at least 1,250 hours over the past 12 months, will be granted up to twelve (12) weeks of Family & Medical ("FMLA") leave in a twelve-month period for any of the following reasons:

- the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one (1) year of the child's birth);
- the placement of a son or daughter for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one (1) year of the child's placement);
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Employees may take up to twenty six (26) weeks of FMLA in a single twelve (12) month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as "military caregiver leave").

FMLA leave may be paid, unpaid, or a combination of paid and unpaid, at the employee's discretion. All other aspects of FMLA leave will be administered in accordance with the Family and Medical Leave Act and MTA's FMLA policy.

Section 18.9 Washington Paid Family and Medical Leave. Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is

therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise adjusted up or down by the State). Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030. The Employer shall pay any remaining portion as required by law.

Section 18.10 Jury/Court Duty. An employee summoned to jury duty during their scheduled shift shall submit their timecard showing work hours missed due to jury duty and actual work hours, so as to receive a normal workday's pay. A copy of the court notification for required jury duty must be provided to the Maintenance Manager fourteen (14) days prior to the commencement of the jury duty or as soon as is practicable.

MTA is not obligated to pay an employee for jury duty outside of an employee's scheduled work hours. Travel time to and from jury duty is not paid time. If an employee is scheduled to perform jury duty outside their normally scheduled shift, the employee may make arrangements to flex their shift, subject to approval by the Maintenance Manager.

Employees must keep the Maintenance Manager informed as to their status and availability for work. If an employee is able to work part of a shift before or after jury duty hours, the employee must report to work and perform normal work duties.

Section 18.11 Military Leave. Military Leave shall be provided in accordance with the Uniformed Services Employment and Reemployment rights Act (USERRA), RCW 38.40.060 and other applicable laws. Written verification supporting the request for Military Leave shall be submitted by the employee in a timely manner. Employees will receive regular pay for the first twenty one (21) days of military leave during the twelve (12) month period January 1 to December 31.

Section 18.12 Other Non-Medical Leaves. The Employer may, at its discretion, also grant leaves of absence with or without pay for other reasons the Employer considers valid such as for education purposes or personal non-medical related problems. Leaves will only be granted when they do not interfere with the operations of MTA. Requests for leaves must be made in writing to the Maintenance Manager, and must be approved by the General Manager. Non-medical leaves shall not exceed a period of six (6) months from the first day of the approved leave. Unpaid time off shall not be granted unless the employee has used all available and accrued paid leaves.

At termination of any leave of absence, the employee shall, upon application to the Maintenance Manager, be returned to their former classification. In the event the former classification has been abolished, then the employee shall be subject to the layoff provisions set forth in Article 22.

Section 18.13 Bereavement Leave. Employees are entitled to a maximum of three (3) days off with pay, when absent from scheduled workdays to attend to matters resulting from the loss of a member of the employee's immediate family. Immediate family includes spouse, parent, children, siblings, step-parents, step-children, grandparents, grandchildren, parents-in-law, and brothers or sisters-in-law. The employee may be asked to provide documentation, which may be a doctor's statement, newspaper article, death certificate, etc., prior to being

granted the leave.

Section 18.14 Shared Leave Policy. MTA allows employees to transfer MTA sick leave or vacation leave to a coworker who has exhausted his/her available paid leave if the receiving employee:

- If the employee has available FMLA hours;
- Has completed the probation period;
- Is unable to work due to a serious health condition, or need to care for a dependent with a serious health condition;
- Provides a Certification of Health Care Provider for Employee/Family Member's Serious Health Condition (FMLA) with the request;
- Is not eligible to receive worker's compensation benefits, unemployment benefits, State retirement pension or long-term disability insurance.
- Has not received more than a total of 600 hours over their term of employment

This MTA sick leave or vacation transfer is strictly voluntary and is based on the following criteria:

- MTA sick leave or vacation hours donated cannot reduce the MTA sick leave or vacation balance to less than forty (40) hours;
- Employee has not donated more than twenty four (24) hours of sick leave within the last twelve (12) months; unless employee receives authorization from the Human Resources Manager;
- Hours donated are on an hour-for-hour basis in one hour increments;
- The hours are donated to a recipient who meets the eligibility requirements;
- The hours donated will be returned on a pro-rata basis if they are not used by the recipient.

The MTA sick leave or vacation transfer is made using the "Shared Leave Donation" form, which can be obtained from the "NDrive_Update_Shared_Policies_Procedures_&_Forms", or from the Administrative Services Team. The Administrative Services Manager will approve requests on a case-by-case basis.

Shared Leave will expire January 1, 2020

ARTICLE 19 - PERSONNEL BENEFITS

Benefits are available for all employees and are adjusted when applicable to an employee's classification. Additional details are available in policy documents, where applicable.

Section 19.1 Health Care & Insurance Benefits.

Healthcare Benefits and Contributions Rates. The Employer provides medical, dental, and vision benefits to all eligible employees and their dependents. The Employer may elect to change carriers during the term of this Agreement. The actual plan provider, as well as the coverage offered, may be revised at the discretion of the Employer. The Employer has

authority to take any action necessary to avoid fee, charge, tax, premium increase, or other monetary penalty attributed to the Affordable Care Act's Excise Tax on High Cost Coverage (the "Cadillac Tax"). However, prior to any changes being instituted, the Employer agrees to convene a committee of a Management Representative, the Union Representative and two (2) employees; one (1) each of represented and non-represented to explore options.

Contribution Rates. The Employer will contribute an amount equal to ninety-five percent (95%) of the total health care premium for each bargaining unit employee eligible for healthcare benefits. Employees are required to pay, through payroll deduction, the employee share of the monthly contribution premium. If the amount of the monthly premium increases by more than 10% during any year, the employees and Employer will split the cost of premium increase.

Insurance Benefits. Employer pays the cost of Life Insurance and Long-term Disability Insurance for eligible employees.

Eligibility. Coverage begins on the first day of the month following start of employment. Specific types of coverage, employee/dependent eligibility definitions and benefit payment schedules are described in Employer's healthcare and insurance plan booklets available to eligible employees through Human Resources.

Self-Pay Due to Leave of Absence. Health care coverage is available to an employee on unpaid, non-medical leave of absence provided the employee continues to pay for the coverage on a self-pay basis. The coverage of employees on a medical leave of absence will be continued; however, employees are responsible for their percentage contribution to the monthly premium.

COBRA Due to Separation of Service. Upon separation from Mason Transit employment or other qualifying event, an employee and/or the employee's eligible dependents may elect to continue health benefits at their own expense to the extent provided by law.

Section 19.2 State Pension (PERS). The employee and Employer shall be participants of the Washington Public Employees Retirement System (PERS) and subject to the rules and regulations of Washington State Law. Retirement information shall be provided by the Employer at the request of the employees.

Section 19.3 Deferred Compensation Plan. As part of the retirement savings package, all regular employees may participate in the Washington State Deferred Compensation Plan or AIG/Valic as part of their retirement savings package. Annual limits on the deferred amount, as set by the federal government, will apply.

Section 19.4 Education Assistance Program. Regular, full-time employees with one or more years of employment are eligible for reimbursement for courses that employees take at a recognized institution. These courses must, in the opinion of Human Resources, realistically increase the employees' competence in their present jobs or prepare them for advancement in the agency.

Maximum reimbursement is \$750 per quarter and \$2,250 per employee per year, approved in one-year increments, with a life-time maximum of \$9,000 per employee. The employee must

receive a “C” grade or better (or “Pass” grade in classes which can only be taken “Pass or Fail”). Reimbursement will be made upon completion of the course and submission of course grades. The employee must submit a copy of the record showing grade achieved with his/her request for reimbursement. Books and materials will be reimbursed. Meals and transportation costs will not be reimbursed. Time off from normal work hours to attend or travel to classes will be allowed with prior authorization from the Maintenance Manager.

Section 19.5 Employee Assistance Program. Employer provides access to the Employee Assistance Program at no charge to all employees and their dependents. The EAP provides confidential help to resolve a variety of issues, including physical or mental illness, substance use/abuse, legal, financial or other personal problems.

Section 19.6 Transportation Passes. MTA employee’s immediate family shall be provided transportation passes during the employee’s employment.

For purposes of this benefit, an employee’s dependent is defined as a spouse as evidenced by a marriage license, a domestic partner, or a dependent child of the employee between the ages of 7 and 19 residing with the employee, and a child older than 19 who resides with employee but qualifies as a dependent due to a disability.

Section 19.7 Employer Sponsored Events or Programs. Employees are eligible to receive prizes, awards, incentives and compensation as the Employer may deem appropriate for their participation in Employer sponsored events or programs.

ARTICLE 20 - PERSONAL TOOLS AND WORK CLOTHES

Section 20.1 Personal Tool Allowance. The Employer will provide an annual tool allowance to all Mechanics required to provide personal tools as part of their duties of employment in the amount of \$775.00 per year, payable semi-annually (\$387.50 paid the first full pay period in June and \$387.50 paid the first full pay period in December). A Support Specialist will receive half the tool allowance amount.

Eligibility: In order to be eligible for the full tool allowance, employees must be full-time employees who have successfully completed their probationary period and are in an active paid status for each full six-month period. If an employee is not in an active paid status for the entire six-month period, benefits shall be prorated for that portion of the six months actually spent in an active paid status; if the employee is on an unpaid status at the time the tool allowance is due, he shall be paid such prorated benefits upon return to active paid status. New employees shall be considered eligible for a tool allowance after completion of their probationary period; tool allowance benefits shall be prorated from the date of initial eligibility. The allowance will be paid through the payroll process. The amount will be considered part of gross earnings and is subject to all withholdings and required deductions.

- a. Tool Inventory/Insurance: The Employer will provide insurance coverage based on replacement value for job-related tools in the event of loss or damage due to fire, theft or other catastrophic loss. As a condition of this insurance, each employee is required to provide and maintain an accurate inventory of all tools kept on Mason Transit property. It is solely each employee’s responsibility to provide the Employer with an accurate tool inventory. Creation and maintenance of the tool inventory must be done on the employee’s own time. Each individual is responsible for updating their inventory

whenever additional tools are acquired. This list will be reviewed and signed by the employee's supervisor. If a loss occurs, only those tools listed on a signed tool inventory will be replaced.

- b. Repair of Tools: Employees are responsible for all costs associated with the repair or replacement of their own tools. An employee is responsible for providing certification that their torque wrench has been recalibrated at least once every two years.
- c. Special Tools: All special and heavy-duty tools, power tools and tools larger than one-half inch (1/2") drive, as determined to be necessary by the Employer, shall be furnished and maintained by the Employer.

Section 20.2 Safety Shoe Allowance. Employees are required to wear approved safety shoes at all times when working. Included in the first pay period upon employment, employees will be granted their annual safety shoe allowance of \$200 to purchase required safety shoes. Proof must be provided that the shoes meet the ANSI standard. Employees will be given a safety shoe allowance annually on their anniversary date of hire.

Section 20.3 Work Clothes. The Employer shall continue to provide work clothing and foul weather gear as currently provided, including, but not limited to, waterproof clothing for the detailer(s).

ARTICLE 21 - SENIORITY

Section 21.1 Definition of Seniority. For purpose of this Article, seniority shall be used for determining retention of position (after completion of probation period), selection of shift assignments and vacation scheduling. Seniority shall be defined as the length of continuous time of service with the Employer within classifications covered by this Agreement plus the provisions of Section 21.2 and 21.3 listed below. If two or more employees are hired on the same day, seniority preference will first be given to the bargaining unit member and then assigned by date of application.

Seniority as calculated herein shall not be used in determining benefit eligibility/accrual and step adjustments (see applicable articles).

Section 21.2 Effect of Probation on Seniority. If an employee is laid off during his probationary period and subsequently rehired, any seniority accumulated during the twelve (12) months immediately preceding his rehire date shall be counted toward his probationary period.

Section 21.3 Additional Accumulation. Seniority shall include in addition to length of continuous time of service defined in Section 21.1 above:

- a. The time lost by reason of industrial injury, industrial illness or jury duty.
- b. The time spent on authorized medical leave of absences, parental and family leaves.
- c. The time spent on leave of absence granted for the purpose of serving in the Armed Services of the United States.

- d. The time spent on authorized Union business or on leave of absence for Union business.
- e. The first thirty (30) days of any other authorized leave of absence.
- f. The time on layoff from the bargaining unit not to exceed in each instance a period of twelve (12) months.

Section 21.4 Loss of Seniority. An individual shall lose seniority rights for the following reasons:

- a. Voluntary resignation.
- b. Discharge for just cause.
- c. Retirement.

ARTICLE 22 - LAYOFF, RECLASSIFICATION, DOWNGRADES & RECALL

Section 22.1 Definitions. The meanings of certain terms used in this Article 22 and elsewhere in this Agreement are stated below:

- a. Reduction in Force (RIF) refers to reduction of the number of employees within a classification as listed in Appendix A of this Agreement.
- b. Reclassification refers to placement into a classification of equal pay when a RIF occurs.
- c. Downgrade refers to placement into a classification of lower pay when a RIF occurs.
- d. Recall refers to the process of reinstatement of employees to former jobs held which were lost by reason of a RIF.
- e. Layoff refers to the severance of employment of an employee due to a RIF.

Section 22.2 Notification of Layoff. The Employer shall inform the Union Steward and the employees affected of date of layoff thirty (30) days or more in advance of such scheduled layoff.

Section 22.3 Reduction in Force Procedures. Reverse order of seniority within classification, shall determine which employee is affected by the RIF.

Section 22.4 Reclassification and Downgrade Rights. An employee affected by a RIF shall be granted rights of reclassification or downgrade to any previously held classifications if their seniority is greater than the seniority of another employee in such classification. The Employer shall offer the classification with highest rate of pay first to an employee with these rights, then if refused, shall offer the next lower paid classification held and so forth until all classifications previously held are exhausted. An employee may choose layoff rather than exercise these rights.

Section 22.5 Recall Rights. If an opening occurs, employees laid off or downgraded shall be recalled to previously held classifications based on the reverse order of the RIF subject

only to the terms listed hereafter in this Agreement:

- a. Employees shall retain recall rights for a period of twelve (12) months from date of the reduction in workforce.
- b. Notice of Recall shall be sent to a laid off employee at the employee's last known address by certified/registered mail. It shall be the responsibility of the employee to keep the Employer informed of their current address. Any employee who fails to report for work within ten (10) days from the date of mailing notice of recall shall be considered resigned and shall have their name removed from the Recall List, unless such laid off employee is temporarily incapacitated preventing the employee from reporting or is employed elsewhere, in which case the employee must notify the Employer in writing within five (5) days after the receipt of the notice to return for work as quickly as the employee's health will permit or to give adequate termination notice to the employee's present employer.
- c. An employee on layoff or downgrade who rejects a recall offer to a classification previously held shall lose recall rights to such classification only.
- d. Mason Transit employees with recall rights shall be notified in writing of recall seven (7) days in advance of such recall. The employee shall be allowed twenty-four (24) hours to accept or decline.

ARTICLE 23- PROBATION

23.1 New Employees. All new employees shall serve a probationary period of six (6) months commencing on their date of employment with the Employer. This probationary period shall be extended by any period of unpaid leave. Upon the completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position and shall gain regular employee status. The employee shall be verbally notified of successful completion by their supervisor. Upon mutual agreement of the parties, an employee's probationary period may be extended.

The retention of such employees shall be strictly within the discretion of the Employer. Such employees shall not have recourse through the grievance procedure with regard to disciplinary actions, including discharge. Rejected employees shall be notified of such action in writing by the Department Manager or designee at any time during their probationary period.

On other contractual matters, except as noted below, the probationary employee shall be entitled to the same rights as other employees subject to the terms of this Agreement.

Probationary employees are not eligible to receive vacation leave during their probationary period. Upon satisfactorily completing their probationary period, the employee will receive vacation leave retroactive to their date of hire into the bargaining unit.

ARTICLE 24- PROMOTIONS AND TRANSFERS

Section 24.1 Job Openings and Posting. Promotion and transfer within the bargaining unit shall be made pursuant to the following procedures:

- a. The Employer shall post all vacancies, job openings and new classifications and it shall remain posted for five (5) days. The notice shall state the number of jobs to be filled, the work schedule, the shift, the rate of pay for each job to be filled and a description of the work required and minimum qualifications.
- b. The notice shall be posted and applications received from employees prior to initiating public recruiting efforts, unless the vacant position is at the lowest classification level or, on the approval of the General Manager, it is in the best interests of the Employer to concurrently recruit internally and externally where, for example, there is a need to fill the position without delay or the position requires license or certificates, specialized qualifications not known to be possessed by employees.
- c. Human Resources shall be responsible for the initial screening of all employee applications for vacant positions for the purpose of determining which applicants possess the minimum qualifications. Human Resources shall refer the most qualified candidate(s) to the Maintenance Manager, or designee, for interviews and/or testing. If the Maintenance Manager is not satisfied with the candidate(s), additional recruiting may be requested.
- d. An employee who is not selected for the test and/or interview may request a meeting with the Maintenance Manager to learn the reasons why the employee was not selected.
- e. In the selection of an employee to fill a vacancy, the following factors may be considered:
 - Qualifications (experience, training, education, skill, ability and past performance);
 - Efficiency;
 - Disciplinary record; and
 - Length of service.

The Maintenance Manager will have discretion in making the final decision on employee selection.

Section 24.2 Right to Return to Former Position. Bargaining unit employees who transfer or are promoted to a position with Mason Transit but not covered by this Collective Bargaining Agreement shall have the right to return to their former position for a period not to exceed six (6) months.

Any employee exercising their right to return to their former position shall have the same seniority as of the time they transferred out, but in no case will they accumulate seniority while working outside of the Bargaining Unit.

ARTICLE 25- SUBCONTRACTING

The Employer shall not contract out work performed as of the date of this contract by members of this bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit. If a condition arises that necessitates contracting of work normally performed by the bargaining unit, the Union shall be offered an opportunity to be involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

If, in order to secure funding for a specific project, the Employer is required to contract all or part of the work to be performed due to the limitations imposed by the funding agreement, such contracting shall not be considered a violation of the Agreement.

In the case of a circumstance which is beyond the control of the Employer at the time action is required and which could not reasonably have been foreseen, or the Employer is not reasonably able to provide the necessary tools, personnel or equipment to timely perform the work, the Employer shall be allowed to enter into subcontracting for this project and not be in violation of the Agreement.

ARTICLE 26- SHIFT BIDDING

The Employer agrees to once-a-year shift bidding. The change is to be effective on the first day of the first full pay period in April. The Employer has the right to establish the number of positions by classification per shift. For purposes of shift bidding, seniority will be determined on the basis of length of employment within classification.

New employees may have their shift assigned for up to three (3) months for the purposes of skill building and training, to include but not limited to, familiarization of equipment, policies, procedures, and staff. This training period will be reviewed every 30 days with the Union, supervisor, and floor staff.

Newly created positions will be bid at the time of opening or as soon as possible.

The exceptions to shift bid will be "normal" training or special scheduling.

The Employer has the right to control the work force in its entirety, including the shifts to be offered; however, any alteration from the shift bid will be submitted to the Union for review and input.

ARTICLE 27- WAGES

Employees covered by this Agreement shall be compensated in accordance with the applicable wage schedule specified in the Appendix of this Agreement. The wage schedule shall be considered part of this Agreement.

ARTICLE 28- SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of the state and federal law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. Should any provision of this Agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect. Either party may request re-negotiation of invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement, when adopted by the Mason Transit Authority and approved by the Union, shall become effective as of September 1, 2019 and shall remain in effect until August 31, 2022 subject to the following provisions:

Letters of Understanding. In recognition of the possibility that changes may be desired for the mutual benefit of the parties during the life of the Agreement, either party may initiate discussion of modifications by written communication to the other. The party receiving such communication shall arrange to meet with the other party within thirty (30) days of receipt. While neither party is obligated to negotiate changes to the Agreement during the contract term, should agreement be reached, the modification shall be attached as supplemental letter of understanding to this contract and shall remain in effect for the life of this Agreement.

AGREED TO THIS ____ DAY OF _____.

MASON TRANSIT AUTHORITY

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS,
AFL-CIO, DISTRICT LODGE 160

DRAFT

APPENDIX A - WAGE SCHEDULES

WAGE TABLES

The following wage schedule shall be effective September 1, 2019.

| Classification | Probation | A | B | C | D | E |
|--------------------------------|-----------|-------|-------|-------|-------|-------|
| Maintenance Support Technician | 21.93 | 22.42 | 22.91 | 23.40 | 23.88 | 24.37 |
| Mechanic | 25.51 | 26.07 | 26.64 | 27.21 | 27.77 | 28.34 |
| Service Mechanics | 22.13 | 22.62 | 23.11 | 23.61 | 24.10 | 24.59 |
| Facility Technician | 20.74 | 21.20 | 21.66 | 22.12 | 22.58 | 23.04 |
| Fueler/Detailer/Custodian | 17.57 | 17.96 | 18.35 | 18.74 | 19.13 | 19.52 |

All new employees start at the probationary rate. After 6-month probation period has been completed, employee moves to Step A. A Step Increase occurs annually on the employee's anniversary date.

Current employees will be placed on the scale according to seniority date.

A one (1.25%) percent GWI will be applied to the scale on January 1, 2020, January 1, 2021, and January 1, 2022.

Longevity is received after year five (5).

Longevity

| | |
|---------|------|
| 5-year | .30 |
| 10-year | .55 |
| 15-year | .80 |
| 20-year | 1.05 |
| 25-year | 1.30 |

RESOLUTION NO. 2019-29

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE AGREEMENT BETWEEN MASON TRANSIT AUTHORITY
AND THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS DISTRICT LODGE 160 FOR THE PERIOD
SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2022 AND AUTHORIZING
THE GENERAL MANAGER TO SIGN THE AGREEMENT.**

WHEREAS, negotiations between the International Association of Machinists & Aerospace Workers and Mason Transit Authority have been completed and both parties have reached an agreement for the regular full-time and regular part-time Maintenance Workers collective bargaining unit for the period of September 1, 2019 through August 31, 2022; and

WHEREAS, the Maintenance Workers collective bargaining unit has voted on and ratified the contract being submitted to the Board for its approval;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the Mason Transit Authority Board approves the Agreement between Mason Transit Authority and the International Association of Machinists and Aerospace Workers District Lodge 160 for the period of September 1, 2019 through August 31, 2022 (the "Agreement"); and

BE IT FURTHER RESOLVED that the Mason Transit Authority Board hereby authorizes the General Manager to sign the Agreement.

Adopted this 19th day of November, 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: Unfinished Business – Item 2 – *Discussion*
Subject: Second Draft of 2020 Budget
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: November 19, 2019

Background:

A first view of the proposed 2020 budget was provided to the Board at its October 15, 2019 meeting. Since that version of the budget, the following items have been modified:

- Further wage analysis has been conducted resulting in budgeted wages being lowered.
- Natural gas prices are projected to increase by 10% going into 2020 and have been adjusted accordingly.
- Additional leased space for T-CC kitchen usage was accounted for going into 2020.
- Reserves allocated to break-even have decreased substantially from the first draft and have been moved up into the revenue section of the budget.
- Firewall replacements have been added to the budget as our current subscription will be ending at the beginning of 2020.

This second draft has projected revenue at \$7,910,868 and expenses of \$7,910,868, including a \$151,286 allocation from Pooled Reserves.

The Capital Budget is attached.

Summary: Second view of 2020 Budget and first look at Capital Budget.

Fiscal Impact:

None at this time.

Staff Recommendation:

None at this time.



2020 Annual Budget

Draft

November 19, 2020

Objective

The purpose of the 2020 Budget is to ensure that Mason Transit Authority (MTA) continues to meet the needs of its community and operate effectively with its available financial resources.

Goals

1. Maintain a 4-month Operating reserve fund
2. Focus on long-term sustainability within current funding limits
3. Ensure fiscal responsibility
4. Review current service levels and community needs
5. Adjust wages to remain competitive and retain staff
6. Progress towards 80% State of Good Repair
7. Cut unnecessary spending

2020 Budget Overview

A lot of uncertainty has been created due to I-976 passing. However, we have planned accordingly going into 2020 and expect to run our operations without any cuts and with the high-level of current operations. The main concern with the passing of I-976 is that we could lose our state grant funding which translates to roughly 25% of our annual operating budget. We anticipate receiving all our state funding for 2020, but in case a situation occurs where we lose it before we anticipate, we have reserves built up to maintain operations through the remainder of 2020. A goal of the 2020 budget was to budget for essential services, cutting non-essential spending to help mitigate the impact of the potential loss of funding. Although there is the possibility of state funding being cut, we also invested funding into our staff. After completing a wage analysis on some positions within the agency, this budget year we plan on realigning wages to be more competitive and comparable to other agencies within the industry and local employers.

2020 Budget Highlights

1. Both Operating and Non-Operating Revenue are budgeted for a slight decrease, with a slight infusion of reserves to break-even.
2. Budgeted expenses are anticipated to increase by 3% almost solely attributable to wage adjustments. However, costs have been minimized elsewhere within the budget to accommodate for the increased wages.
3. Minimal changes are anticipated to occur within each department in 2020: an increase of Full Time Employees (FTEs) from 80.5 budgeted for 2019 to 81.75

budgeted in 2020. The change is due to moving the half-time IT Analyst to full time and reducing the Outreach/Transit Planner to ¾ time as requested.

4. In addition to the continued work on the Park & Ride Project, the bulk of the capital budgeted for 2020 is for vehicle replacement: 2 Worker/Driver Coaches, 2 40' Coaches, 9 Cutaways, 1 Mini Cutaway, and the hope of securing an additional grant to fund one more coach.
5. T-CC's separate operating budget's net deficit is projected to be smaller than 2019's as its revenue is budgeted at full-capacity going into 2020 which helps offset wages and maintenance costs to the facility.

2020 Proposed Operating Budget

The Operating Budget does not include Capital expenditures (see Capital Budget on page 10).

| Consolidated 2020 Budget | | | | | | Budget % | |
|---|--------------------|--------------------|------------------------|--------------------|--------------------|-------------------|----|
| | 2017 Actual | 2018 Actual | 2019 Projection | 2019 Budget | 2020 Budget | Change YoY | |
| Operating Revenue (Fares) | | | | | | | |
| Passenger Fares | 98,224 | 101,791 | 97,516 | 103,500 | 105,000 | 1% | 1 |
| WD/VP | 265,129 | 254,753 | 248,864 | 265,000 | 260,000 | -2% | 2 |
| | <u>363,353</u> | <u>356,544</u> | <u>346,380</u> | <u>368,500</u> | <u>365,000</u> | -1% | |
| Non-Operating Revenue | | | | | | | |
| Sales Tax | 4,258,175 | 4,807,028 | 4,957,851 | 3,936,179 | 4,054,264 | 3% | 3 |
| Operating Grants | 2,913,315 | 3,378,164 | 3,098,248 | 3,189,554 | 3,049,288 | -4% | 4 |
| Rental Income | 181,205 | 180,439 | 188,794 | 143,227 | 179,520 | 25% | 5 |
| Investment Income | 44,156 | 106,978 | 161,081 | 45,000 | 50,000 | 11% | 6 |
| Other income | 277,418 | 350,089 | 239,246 | 199,233 | 61,510 | -69% | 7 |
| | <u>7,674,269</u> | <u>8,822,698</u> | <u>8,645,220</u> | <u>7,513,193</u> | <u>7,394,582</u> | -2% | |
| Operating Reserves Allocation | | | | | 151,286 | | 17 |
| Total Revenue | <u>8,037,622</u> | <u>9,179,242</u> | <u>8,991,600</u> | <u>7,881,693</u> | <u>7,910,868</u> | 0% | |
| Expenses | | | | | | | |
| Wages & Benefits | 5,127,618 | 4,975,696 | 5,202,300 | 5,919,743 | 6,293,321 | 6% | 8 |
| Contracted Services | 254,849 | 353,117 | 229,842 | 208,223 | 160,188 | -23% | 9 |
| Fuel | 331,502 | 389,011 | 336,618 | 400,250 | 377,450 | -6% | 10 |
| Vehicle/Facility Repair & Maintenance | 268,631 | 319,553 | 333,944 | 351,750 | 315,076 | -10% | 11 |
| Insurance Premium | 238,034 | 238,506 | 212,745 | 235,477 | 242,000 | 3% | 12 |
| Intergovernmental - Audit Fees | 26,604 | 29,411 | 38,125 | 31,000 | 33,000 | 6% | 13 |
| Facility Rent and Park & Ride | 27,662 | 28,930 | 31,007 | 32,000 | 32,500 | 2% | |
| Utilities | 117,810 | 124,471 | 124,957 | 139,781 | 137,508 | -2% | |
| Supplies | 93,803 | 109,087 | 286,387 | 132,220 | 111,651 | -16% | 14 |
| Training & Meetings | 26,433 | 29,439 | 37,636 | 74,705 | 47,035 | -37% | 15 |
| Other Operating Expenses | 131,735 | 253,846 | 122,129 | 174,363 | 161,139 | -8% | 16 |
| Total Expense | <u>6,644,681</u> | <u>6,851,067</u> | <u>6,955,690</u> | <u>7,699,512</u> | <u>7,910,868</u> | 3% | |
| Net Income (Loss) | <u>1,392,941</u> | <u>2,328,175</u> | <u>2,035,910</u> | <u>182,181</u> | <u>-</u> | | |
| Operating Reserves Allocation | | (699,494) | | (120,000) | - | | 17 |
| Net Income (Loss) Net Reserves Allocated | <u>1,392,941</u> | <u>1,628,681</u> | <u>2,035,910</u> | <u>62,181</u> | <u>-</u> | | |

2020 Budget Notes

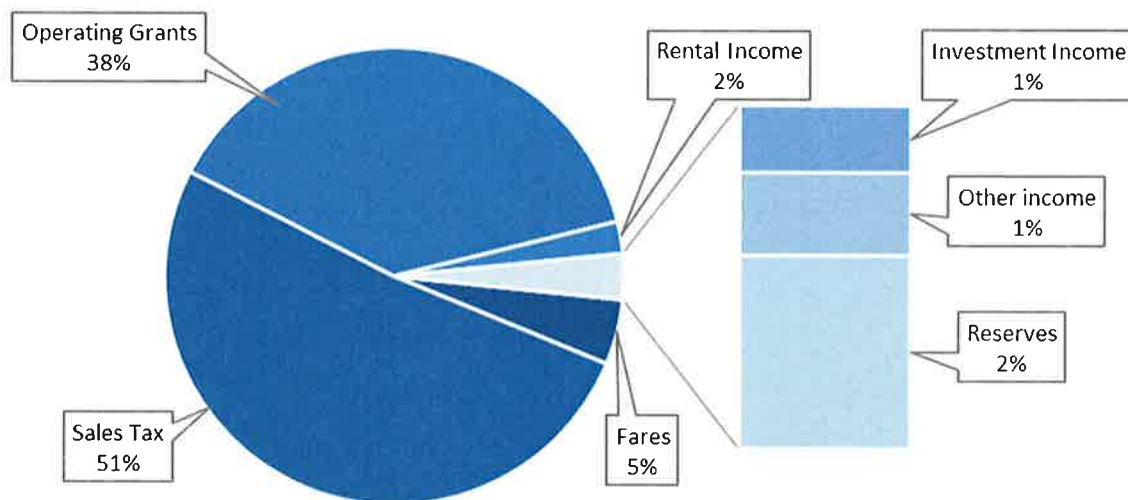
1. Fares are anticipated to remain consistent with 2019, with some minimal growth to be captured from pass price increases that occurred in Q4 of 2019.
2. Vanpool service has declined so we realigned our expectation going into 2020. However, Worker/Driver fares have remained healthy and we expect them to perform at the same level of 2019 with some minimal growth.
3. Sales Tax has shown high levels of growth through the past few years, but to remain conservative we applied a 3% growth rate from 2019's budget. Excess sales tax revenue received over what is budgeted will be set aside in reserves to allocate to assist with operations, if necessary, or additional capital expenditures.
4. Operating grant revenue is based off the 2019-2021 biennium contract awards. We anticipate receiving state funding in 2020. However, should revenue be lost in 2020, the impact of the loss would be approximately \$1.4m at most.
5. The rental income is based upon current fixed leases through the majority of 2020. The increase of 25% over 2019's budget is due to Telecare's intent to renew their lease at the TCC, which was omitted from the 2019 budget due to the uncertainty of them renewing.
6. The treasury pool investment account continues to grow as well as interest rates. Budgeted amount for 2020 remained conservative, as interest rates may fluctuate.
7. The Regional Mobility Grant is no longer in effect resulting in a significant decrease to other income. The expectation is that LMTAAA will continue providing \$38k of funding for 2020 and we will continue to commit an additional \$10k of our funds to support the program and its demand. In addition to the RMG funding halting, we are no longer accepting bus ads on our vehicles, further reducing this revenue line.
8. Salary and wages have been under an agency-wide wage analysis as reflected with the high growth level. Health benefit premiums had minimal increases. Of the two medical plans offered, only Kaiser had an increase of 1.9% and of the two dental plans offered, only Willamette had an increase in premium of 9%. No other insurance changes were quoted for 2020.
9. No large contracted projects are intended to occur in 2020 so this account remains lean, accommodating for those contracts and services that have already been established and are necessary.
10. Fuel is projected to come in under budget. As such we have adjusted our fuel expectations in 2020 as no major changes in service hours are expected. We continue to carry a fuel reserves should fuel trend upward unexpectedly.
11. A decrease in the budget for Repairs and Maintenance has been made as many major projects on the JP Facility have been completed recently. However, the account remains significant to accommodate for repairs and maintenance for both the facilities and fleet.
12. WSTIP Insurance coverage is quoted to increase by 3% due to premium rate increases.
13. Audit fees have historically increased by roughly 6% annually, as such we have budgeted this increase accordingly.

14. The decrease from supplies largely comes from the reduction in spending on IT related items. 2019 was a big year where we replaced all desktop computers along with monitors and made additional IT-related purchases to aid operations and service.
15. Trainings and meetings have decreased from prior year as only meetings and trainings that are necessary to maintain an educated staff have been budgeted
16. Other Operating expenses are anticipated to decrease as we reduce advertisement and dues/subscription spending.
17. The budget shows an allocation from reserves that was specifically established for future revenue needs. The allocation could potentially be larger should a loss of state grant funding occur sooner than anticipated due to the passage of I-976.

Operating Revenues

Total operating revenue budgeted is projected to slightly increase from \$7,881,693 in 2019 to \$7,903,026 in 2020; which includes reserves allocated in the amount of \$143,444 to break-even. Major revenue sources include sales taxes, collected in Mason County, and grant funding.

Funding Source Breakdown



Sales Tax

Sales tax revenue continues to remain the largest source of funding - projected to be 51% of revenue for 2020. Sales tax revenues were approximately \$4.80m in 2018 compared to 2017's \$4.25m showing a growth of 13%. The projected sales tax for 2019 appears to be close to reaching the \$4.80m number as well, just coming in slightly above at roughly \$4.95m.

Historical and Projected Sales Tax Revenue

The following table shows actual sales tax revenue for 2016 through September 2019, the remainder of the year is at the 2019 budgeted amount (in gray).

| | 2016 Actual | 2017 Actual | 2018 Actual | 2019 Actual | 2019 Budget | 2020 Budget |
|-----------|----------------|----------------|----------------|----------------|----------------|----------------|
| January | 246,415 | 279,777 | 310,547 | 377,689 | 243,216 | 250,512 |
| February | 262,925 | 276,310 | 292,604 | 354,467 | 259,512 | 267,297 |
| March | 328,665 | 356,214 | 394,293 | 459,822 | 324,400 | 334,132 |
| April | 312,635 | 320,241 | 350,586 | 445,171 | 308,577 | 317,834 |
| May | 332,428 | 357,049 | 391,052 | 461,236 | 328,114 | 337,957 |
| June | 391,485 | 435,445 | 440,606 | 525,839 | 386,404 | 397,996 |
| July | 360,375 | 386,531 | 449,080 | 498,248 | 355,698 | 366,369 |
| August | 389,222 | 397,061 | 462,622 | 489,291 | 384,171 | 395,696 |
| September | 426,039 | 388,845 | 443,327 | 384,146 | 384,146 | 395,670 |
| October | 324,125 | 319,477 | 431,530 | 325,184 | 325,184 | 334,940 |
| November | 314,996 | 325,586 | 379,605 | 274,104 | 274,104 | 282,327 |
| December | 381,623 | 416,254 | 467,961 | 362,653 | 362,653 | 373,534 |
| | 4,070,933 | 4,258,790 | 4,813,813 | 4,957,851 | 3,936,179 | 4,054,264 |

Grant Revenues

Operating grants comprise 38% of operating revenues. Grant funding comes entirely from the 2019-2021 consolidated grant award, which includes both state and federal funds. Additionally, \$1.3m of sales tax equalization dollars have been allocated to the consolidated grant for operations.

Fares

Fares consist of three sources: out-of-county fares, Worker/Driver fares, and Vanpool fares. The out-of-county fares make up nearly 30% of total budgeted fares while Worker/Driver makes up roughly 55% and Vanpool the remaining 15%. Additionally, adult passes and reduced passes have had a slight bump from \$28 to \$30 and \$8 to \$10, respectively.

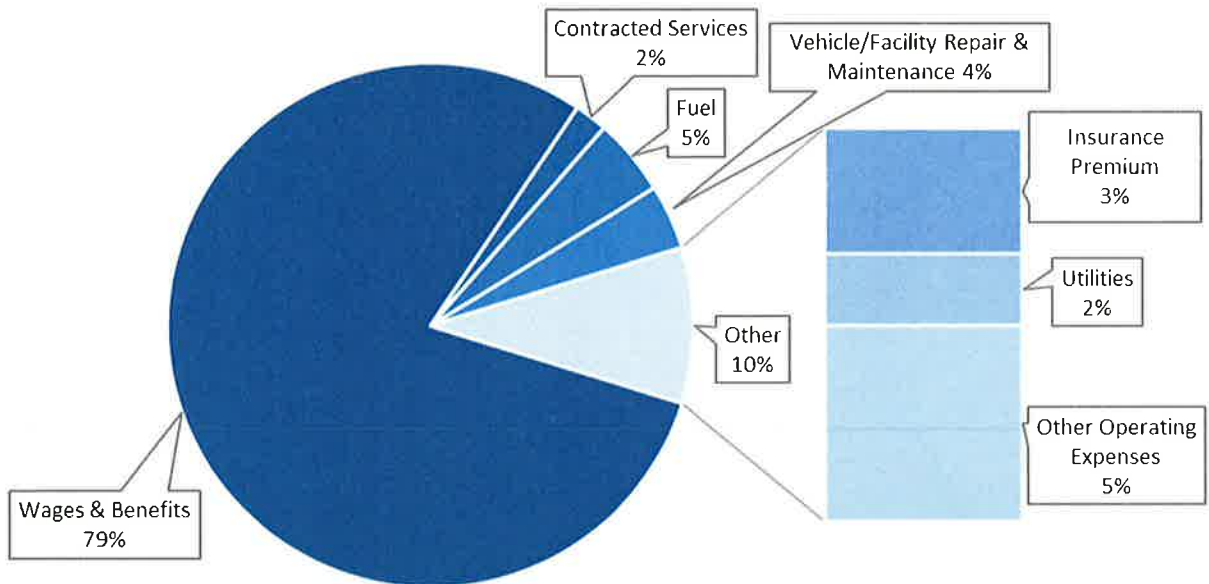
Transit-Community Center Revenues

The T-CC provides revenue through leases and providing event space in the gym, conference room, kitchen, and atrium. The revenues generated from the Transit-Community Center are roughly 80% from active leases, and the remaining 20% is attributed to event use throughout the year. It is anticipated going into 2020 that all leasable space will be at full capacity through the year and there are no signs of event revenues declining.

Operating Expenses

Total operating expense budgeted is projected to increase from \$7,699,512 in 2019 to \$7,903,026 in 2020; which is roughly a 2.5% increase from 2019. The largest operating expense is employee wages and benefits, accounting for 79% of total operating expense, with the second highest expense category being fuel at about 5%.

Expense Source Breakdown



Salaries and Wages

A significant amount of time and effort went into a wage analysis of a majority of the positions. The goal of this analysis was to realign wages to better match the value of each position as well as make wages more competitive. External sources were used to help determine all the wage adjustments that were decided. In addition to using regional comparatives, the Washington State Transit Association repository was also used which details wages by position of affiliated members throughout the state.

The most notable increase going into 2020 will be that the current driver wage matrix will receive a 5% bump. This means all drivers on 1/1/2020 will receive a 5% increase on their wages instead of the annual GWI bump they have been receiving since their contract went into effect. Since the entire wage matrix is receiving a bump, any anticipated step increases between 1/1/2020 and 6/1/2020 (date when the new driver contract will go into effect) will still be honored.

The Maintenance and Facilities team's new contract has gone into effect, the wages agreed upon within the new contract were also a product of the wage analysis.

No wage adjustments were determined for the Comm Center team at this time but will be analyzed when their current contract is negotiated in 2020. As such their wages will remain in-line with their current contract.

Non-represented employees were also reviewed individually and adjusted to remain competitive with the metrics that were used to conduct the analysis.

Below is a listing of percent increases for positions that were considered undervalued and were adjusted accordingly to remain competitive:

| Position | Increase |
|---------------------------------|----------|
| Operations Manager | 8% |
| Maintenance Manager | 5% |
| Administrative Services Manager | 8% |
| Accounting Supervisor | 4% |
| Drivers | 5% |
| Facilities Technician | 25% |
| Custodian/Detailer | 7% |
| Fueler/Detailer | 12% |
| T-CC Assistant/Custodian | 13% |

Benefits

No significant changes are anticipated for 2020; rates have been quoted by AWC and they were minimal.

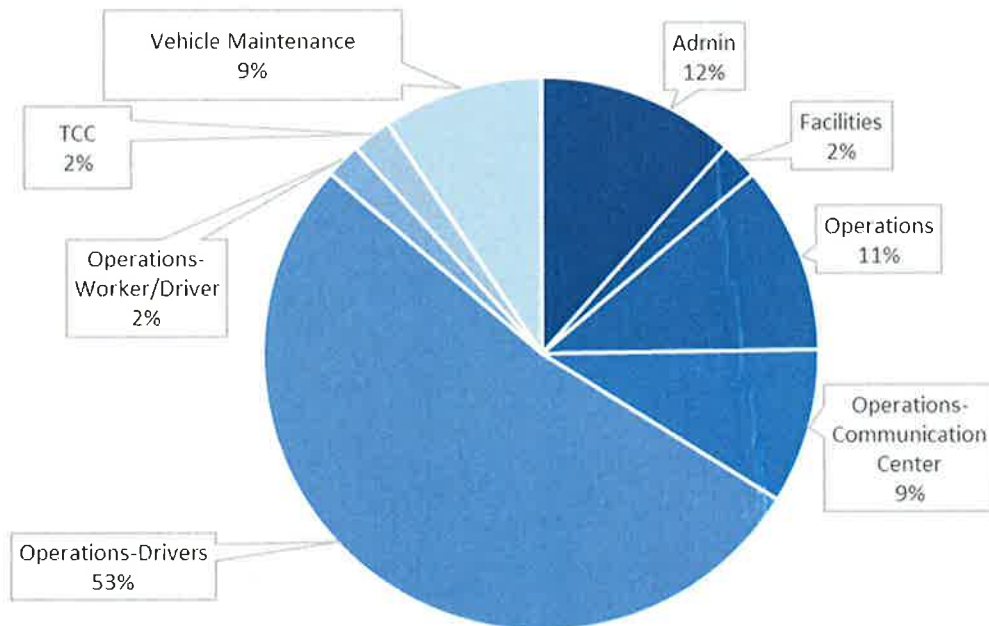
Although the changes noted above will increase the wages and benefit expense line on our financial statements by roughly 6%, this increase is an investment. We are choosing to invest in our people for their continued public service, experience and value as MTA employees.

Wages and Benefits by Department

The following table below breaks out budgeted FTEs, wages, and benefits for each department for 2020.

| Department | FTEs | Wages | Benefits | 2020 Budget | |
|---------------------------------|-------------|------------------|------------------|------------------|------------------|
| | | | | Total | 2019 Budget |
| Admin | 8 | 483,650 | 237,146 | 720,796 | 670,825 |
| Admin-Board | | 4,320 | 330 | 4,650 | 4,650 |
| Facilities | 2 | 85,755 | 50,630 | 136,385 | 125,323 |
| Operations | 6.8 | 436,033 | 244,780 | 680,813 | 564,078 |
| Operations-Communication Center | 7 | 358,997 | 203,961 | 562,958 | 549,973 |
| Operations-Drivers | 42 | 1,989,438 | 1,268,041 | 3,257,479 | 3,103,575 |
| Operations-Worker/Driver | 8 | 98,110 | 30,741 | 128,851 | 126,804 |
| Transit Community Center | 2 | 90,243 | 51,569 | 141,812 | 132,343 |
| Vehicles/Maintenance | 6 | 362,405 | 215,861 | 578,266 | 565,848 |
| Volunteer Driver | | 14,072 | 7,931 | 22,003 | 28,121 |
| Vanpool | | 4,198 | 2,450 | 6,648 | 12,323 |
| Total | 81.8 | 3,927,221 | 2,313,440 | 6,240,661 | 5,883,863 |

The following chart shows each department's % of total wages and benefit expense.



Budgeted Positions and Full-Time Equivalents

The following chart shows the staff position and Full-Time Equivalent (FTE) changes with explanations describing each change.

| Department | 2019 | | 2020 | | 2019 | | 2020 | |
|---------------------------------------|--------------------|------------|--------------------|--------|-------------|------------|-------------|--|
| | Budget - Positions | Change | Budget - Positions | Change | Budget FTEs | Change | Budget FTEs | |
| Administration | | | | | | | | |
| General Manager | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| Administrative Services Manager | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| Executive Assistant | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| Accounting Assistant | 2.0 | 0.0 | 2.0 | | 2.0 | 0.0 | 2.0 | |
| Staff Accountant | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| Systems Administrator | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| IT Analyst ¹ | 1.0 | 0.0 | 1.0 | | 0.5 | 0.5 | 1.0 | |
| <i>Total Administration</i> | 8.0 | 0.0 | 8.0 | | 7.5 | 0.5 | 8.0 | |
| Maintenance/Facilities | | | | | | | | |
| Maintenance Manager | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| Lead Mechanic | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| Service Mechanics | 3.0 | 0.0 | 3.0 | | 3.0 | 0.0 | 3.0 | |
| Fueler/Detailer | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| Facilities Technician | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| Custodian/Detailer | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| <i>Total Maintenance/Facilities</i> | 8.0 | 0.0 | 8.0 | | 8.0 | 0.0 | 8.0 | |
| Operations | | | | | | | | |
| Operations Manager | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| Assistant Operations Manager | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| Operations Supervisor ² | 3.0 | 1.0 | 4.0 | | 3.0 | 1.0 | 4.0 | |
| Dispatcher/CSR/Lead | 7.0 | 0.0 | 7.0 | | 7.0 | 0.0 | 7.0 | |
| Drivers | 42.0 | 0.0 | 42.0 | | 42.0 | 0.0 | 42.0 | |
| Worker/Drivers | 8.0 | 0.0 | 8.0 | | 8.0 | 0.0 | 8.0 | |
| Outreach/Transit Planner ³ | 1.0 | 0.0 | 1.0 | | 1.0 | -0.2 | 0.8 | |
| <i>Total Operations</i> | 63.0 | 1.0 | 64.0 | | 63.0 | 0.8 | 63.8 | |
| Transit-Community Center | | | | | | | | |
| T-CC Assistant/Custodian | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| T-CC Building Superintendent | 1.0 | 0.0 | 1.0 | | 1.0 | 0.0 | 1.0 | |
| <i>Total Transit-Community Center</i> | 2.0 | 0.0 | 2.0 | | 2.0 | 0.0 | 2.0 | |
| TOTAL | 81.0 | 1.0 | 82.0 | | 80.5 | 1.3 | 81.8 | |

FTE Notes

1. After review of the initial year of this position, it has been determined that having two staff in IT will be necessary going forward. However, the intern position will be moved to full-time which will allow the IT team additional time and resources to provide support and implement new technology as it becomes available.

- To allow both the Operations Manager and Assistant Operations Manager additional time for higher-level tasks, an additional Operations Supervisor position was added.
- The Outreach/Transit Planner position will have its hours dropped from 40 hours a week to 32 hours a week going into 2020 with a more focused effort on outreach than planning.

CAPITAL BUDGET

| Project | Budget | Grants | Capital Projects | | Project Costs to Date | Purpose |
|---|------------------|------------------|------------------|---------------------|-----------------------|---|
| | | | MTA Funding | Contingent Projects | | |
| T-CC Parking Lot | \$ 302,500 | \$ 250,000 | \$ 52,500 | | \$ 3,284 | Parking lot behind T-CC |
| Park & Ride Development - 2015-2019 RMG Funds | 6,371,134 | 5,617,000 | 950,000 | | 1,967,454 | Construct or improve 5 park & rides throughout county including base in North Mason and roundabout at SR3 & Log yard road. Purchase land for North Mason Park & Ride Facility (\$687,059) |
| JP Copy Machine | 7,000 | | 7,000 | | | Purchase new copy machine rather than leasing over 5-year term. |
| JP Exterior Paint | 85,000 | | | 85,000 | | |
| Radich building roof repair | 35,000 | | | 35,000 | | |
| Scissor lift for T-CC | 15,000 | | | 15,000 | | |
| HVAC Units at JP | 50,000 | | | 50,000 | | |
| Bus Technology | 30,915 | | 30,915 | | | Final Payment for incorporated bus technology. |
| Coach Repairs | 116,500 | 116,500 | | | | Rebuild engines and transmissions in 3 coaches to extend life. Funded by Sales Tax Equalization. |
| TOTAL CAPITAL PROJECTS | 7,013,049 | 5,983,500 | 1,040,415 | 185,000 | 1,970,738 | |

| Vehicle | Budget | Grants | Vehicle Replacement | | Project Costs to Date | Purpose |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|---|
| | | | MTA Funding | Contingent Projects | | |
| 2 Worker Driver Coaches | 1,779,228 | 1,482,690 | 296,538 | | | Replacement inventory. |
| 2 40' Coaches, 9 Cutaways | 1,949,235 | 1,427,052 | 522,183 | | | Replacement inventory. |
| Mini Cutaway | 80,000 | 80,000 | | | | Expansion vehicle; funded through Sales Tax Equalization. |
| 1 Coach | 510,000 | | | 510,000 | | Need to replace a coach and will seek grant opportunity. Purchase will be contingent on successful grant application. |
| TOTAL VEHICLE REPLACEMENT | 4,318,463 | 2,989,742 | 818,721 | 510,000 | | |
| GRAND TOTAL | \$11,331,512 | \$ 8,973,242 | \$ 1,859,136 | \$ 695,000 | \$ 1,970,738 | |

Contingent Projects will only be funded if grant opportunities are presented and successful or Sales Tax Equalization is available.

State of Good Repair

The State of Good repair is a measurement used to determine in what condition an agency's fleet is in. Our current goal is to have our fleet be at 80% state of good repair. Once the vehicles budgeted for above are received, our fleet will be in the following condition: Cutaways – 70%, Fixed Route – 77%, Worker Driver – 100%, Medium Duty – 100%. The condition of our fleet continues to improve and will continue to do so as we continue budgeting for replacement vehicles.

Transit – Community Center

2020 Proposed T-CC Operating Budget

The on-going operating costs for the T-CC are allocated between Transit-related functions and Community Center-related functions based upon the square footage associated with each.

| | 2019 Budget | | | 2020 Budget | | | | |
|---|-----------------|-----------------|------------------|-----------------|-----------------|-----------------|---|-------|
| | TCC | Ops | Total | TCC | Ops | Total | | |
| Revenue | | | | | | | | |
| T-CC Rental | 125,630 | - | 125,630 | 158,020 | - | 158,020 | 1 | 26% |
| Expenses | | | | | | | | |
| Wages and Benefits | 132,383 | - | 132,383 | 142,212 | - | 142,212 | | 7% |
| Contracted Services | 9,315 | 1,885 | 11,200 | 20,400 | 423 | 20,823 | 2 | 86% |
| Repair & Maintenance | 10,500 | 4,000 | 14,500 | 10,267 | 2,808 | 13,075 | | -10% |
| Insurance | 15,673 | - | 15,673 | 16,161 | - | 16,161 | | 3% |
| Utilities | 35,120 | 13,250 | 48,370 | 36,092 | 13,592 | 49,684 | | 3% |
| Supplies & Small Equipment | 11,400 | 2,895 | 14,295 | 5,050 | 2,959 | 8,009 | 3 | -44% |
| Training & Meetings | 450 | - | 450 | - | - | - | | -100% |
| Other Operating Expenses | 3,400 | - | 3,400 | 2,112 | - | 2,112 | 4 | -38% |
| Total Operating Expenses | 218,241 | 22,030 | 240,271 | 232,294 | 19,782 | 252,076 | | |
| Net Income (Deficit) from Operations | (92,611) | (22,030) | (114,641) | (74,274) | (19,782) | (94,056) | | |

T-CC Budget Notes

1. As noted in the consolidated budget notes, the 2019 budget did not include Telecare's lease within the T-CC's Revenue Rental number, however they have confirmed they will renew. Telecare's lease makes up roughly 20% of the TCC rental income.
2. The significant increase in Contracted Services can be attributed to multiple 5-year inspections anticipated for 2020.
3. The decrease in Supplies & Small Equipment is due to cuts in purchasing pieces of equipment as well as a lower volume of supply purchases planned.
4. Other Operating Expenses have been tightened-up a bit removing those items not deemed necessary.

TEAM GOALS FOR 2019

Administrative Services

Team Mission Statement

Provide administrative support in Finance and Human Resource to all MTA teams, ensuring internal controls, financial stability, and compliance in all financial and human resource related regulations.

Significant Changes from 2019 to 2020

- Establish a procedures document outlining considerations for key financial policies.
- Provide department heads with timely spending trends to ensure budget optimization.
- Continue refinement of long-term financial projections in post I-976 funding environment ensuring sustainability and alignment with the strategic plan.
- Continue streamlining administrative processes to promote efficiency and keep costs down.

Information Technology (IT)

Team Mission Statement

Provide excellent customer service through prompt and efficient response to technology needs. Keep MTA safe from cyber vulnerabilities.

Significant Changes from 2019 to 2020

- Explore grant opportunities for Technology modernization.
- Transitioning our part-time IT position to a full-time position.
- Ensure the smooth operation of MTA's IT infrastructure through proactive monitoring, and modernization of our systems and processes.
- Due to the passage of I-976 no major projects have been planned.
- Capital request to purchase a support contract of the phone system is still requested.

Maintenance Team

Team Mission Statement

The Maintenance Team's mission is to effectively and efficiently provide safe, clean, reliable and comfortable vehicles, facilities and amenities for use by its customers and to ensure that such resources are available to deliver on the agency vision of Driving our Community Forward.

Significant Changes from 2019 to 2020

- With the procurement of 4 coaches and 9 cutaways we will experience reduced maintenance cost and increased reliability in our worker driver and paratransit fleets for 2020.
- Our fixed route coach bus fleet currently averaging 320,000 miles, we are experiencing major component failures that significantly increase parts costs. Examples of these components include: starters, alternators, air-compressors, injectors and diesel emission systems. It is anticipated that at least 50 percent (7) of the coach bus fleet will require some or all these components requiring

replacement within the next year. Repair and maintenance costs continue to rise. We are in the process of replacing engines and transmissions in our oldest coaches to extend their life cycles.

- Facility repair and maintenance is stabilizing. With continued predictive maintenance the Johns Prairie Facility is beginning to become less labor and material intensive. Items of continued concern are plumbing and HVAC issue. Electrical systems are another; we are not equipped or certified to repair high voltage circuitry.
- We project receiving \$5,000 for sales of contracted maintenance services in 2020.
- Significant cost issues for both vehicle and facility maintenance remain the same. They include labor, fuel, parts and tires. Facility expenses include electricity and natural gas.

Operations Team

Team Mission Statement

The mission of the Operations team is to provide a range of safe, courteous and on-time transit services to best meet the needs of the riding public in Mason County.

Significant Changes from 2019 to 2020

- Conduct one major Service change in February 2020.
- Optimize the newly installed technology on our fleet to improve fleet operations and customers accessibility.
- Provide quarterly refresher training to all regular drivers and dispatcher/schedulers.
- Hire and train new drivers as needed (3 classes).
- Keep our preventable accident rating below WSTIPs goal of 1.25 per 100,000 miles, annualized.
- Provide nearly 70,000 hours of directly operated service in 2020, including fixed route, dial-a-ride, and regional express

Transit-Community Center (T-CC)

Team Mission Statement

The T-CC team works to continually go beyond expectations to serve our customers and public through ridership and event support and information. The T-CC remains an excellent choice as a venue for all types of events due to our knowledgeable staff, downtown location, amenities, and overall cleanliness. We are continually striving to provide our tenants, patrons, passengers, and visitors with a safe, clean, functional community center.

Significant Changes from 2019 to 2020

- Slight reduction of revenue from absorbing the S.S.D. Family Resource Center office space for MTA Operations Department at the T-CC. However, Telecare's continued lease through 2020 plus additional kitchen usage agreements will offset this loss, thus why T-CC revenues are projected much higher than 2019.
- Income from T-CC event rentals is expected to increase slightly in 2020 due to new weekly programs (Special Olympics Basketball, additional CHOICE classes, 4-H Archery, etc.).

Strategic Objectives and 2020 Work Items

The following details 2020's work items as related Strategic Objectives:

Objective 1: Safe and Secure

| |
|--|
| Quarterly Driver training and refresher training as required |
| Complete CAD/AVL/GPS installation |
| Change from flag stop to fixed stop in urban area of Shelton |
| Curbs or bollards at Johns Prairie |
| Purchase rain jackets |
| Manager or supervisor on-duty during service - Move Ops office |
| Ensure L & I safety compliance through training |
| Review WSTIP Best Practices for Safety |
| Define Safety Committee's purpose and direction |

Objective 2: Effective Transportation Services

| |
|---|
| Review DAR services and hours for efficiency and availability |
| Expand Zipper route time to 8:00am-5:00pm |
| Seek Pilot opportunities and funding |
| Continue review of Comp Service Review |
| Conduct outreach for all service changes |
| Improve passenger amenities |
| Plan for 2021 service adjustments due to impact of funding |
| Benchmark route performance and monitor low-performing routes |

Objective 3: Financial Stewardship

| |
|--|
| Procurement training for Public Works projects |
| Prepare for I-976 impacts |
| Create needed financial policies or manual |
| Ensure compliance of grant contracts |
| Review 5-year sustainability plan |
| Prepare for Paid Family Medical Leave rollout |
| Maintain Fair Labor Standard Act compliance through updated training |
| Records Management - Network reorganization |

Objective 4: Community Partnerships and Responsibility

| |
|--|
| Conduct Community Conversations to solicit input |
| Participate in community events |
| Promote City and County partnerships |
| Participate in outside committees, RTPO and boards |
| Participate in mentorship programs |
| Promote Volunteer Driver Program |
| Park & Ride project (through 2023) |
| Brand vehicles |
| Progression toward inclusion of electric vehicles |

Objective 5: Workplace Culture

| |
|--|
| Improve communications through established methods |
| Incorporate wellness program and encourage participation |
| Promote skills and job knowledge |
| Bargain contracts for drivers and Comm Center |
| Employee Engagement committee |
| Enhance meaningful employee recognition |
| Provide more Belfair interaction and oversight |
| Prepare a policy review schedule |

| Revenue | | | | | | | Budget % |
|--|--------------------|--------------------|------------------------|--------------------|--------------------|--|-------------------|
| | 2017 Actual | 2018 Actual | 2019 Projection | 2019 Budget | 2020 Budget | | Change YoY |
| Fares: Out of County | 65,282 | 71,682 | 72,925 | 70,000 | 73,000 | | 4% |
| Fares: Adult Pass | 28,544 | 26,265 | 20,740 | 29,000 | 28,000 | | -3% |
| Fares: Reduced Pass | 2,394 | 2,486 | 2,310 | 2,500 | 2,500 | | 0% |
| Fares: Youth Pass | 2,003 | 1,358 | 1,542 | 2,000 | 1,500 | | -25% |
| Fares: Vanpool | 73,306 | 59,174 | 60,053 | 70,000 | 60,000 | | -14% |
| Fares: Worker/Driver | 191,824 | 195,579 | 188,811 | 195,000 | 200,000 | | 3% |
| LMTAAA Volunteer Donations | 2,798 | 2,429 | 789 | 2,000 | 1,000 | | -50% |
| Sales of Maintenance Services | 5,325 | 4,167 | 4,091 | 5,000 | 5,000 | | 0% |
| Rental of Bldgs and Other Property | 10,397 | 17,597 | 21,843 | 17,597 | 21,500 | | 22% |
| TCC Event Rental | 30,895 | 26,266 | 24,391 | 25,000 | 32,020 | | 28% |
| TCC Tenant Rental | 139,913 | 136,577 | 142,560 | 100,630 | 126,000 | | 25% |
| Investment Interest Income | 44,156 | 106,978 | 161,081 | 45,000 | 50,000 | | 11% |
| Insurance Recoveries | 11,104 | 36,346 | 17,574 | 2,500 | 2,500 | | 0% |
| Sales Tax Interest Income | 3,640 | 6,785 | 6,657 | 2,323 | 3,000 | | 29% |
| Other Non-Transportation Revenue | 28,561 | 33,095 | 37,316 | 33,000 | 6,600 | | -80% |
| Sales and Use Tax Revenue | 4,258,175 | 4,807,028 | 4,957,851 | 3,936,179 | 4,054,264 | | 3% |
| WSTIP Safety, Training, Recognition | 2,500 | 2,500 | 5,421 | 2,500 | 4,500 | | 80% |
| Other State Grants | 194,390 | 226,000 | 136,122 | 113,000 | - | | |
| Operating Grant | 2,913,315 | 3,378,164 | 3,180,525 | 3,189,554 | 3,049,288 | | -4% |
| DSHS TitleIII LMTAAA Volunteer Program | 29,100 | 38,768 | 31,216 | 38,910 | 38,910 | | 0% |
| | 8,037,622 | 9,179,244 | 9,073,878 | 7,881,693 | 7,759,582 | | -2% |

| Expenses | 2016 Actual | 2017 Actual | 2018 Actual | 2019 Projection | 2019 Budget | 2020 Budget | Budget % Change YoY |
|-------------------------------------|--------------------|--------------------|--------------------|------------------------|--------------------|--------------------|--------------------------------|
| Salaries and Wages | 2,760,122 | 2,749,041 | 2,814,811 | 2,777,908 | 3,036,106 | 3,313,525 | 9% |
| Salaries and Wages Overtime | 67,615 | 53,634 | 64,833 | 61,168 | 60,639 | 56,604 | -7% |
| Training Wages | 1,372 | - | - | - | - | - | |
| Retroactive Wages | 364 | - | - | - | - | - | |
| Board Stipends | 4,620 | 3,300 | 3,480 | 2,963 | 4,320 | 4,320 | 0% |
| Other Salaries and Wages | 102,058 | 13,297 | 7,084 | 6,152 | - | - | |
| Employer's FICA Expense | 261,304 | 252,638 | 256,880 | 249,176 | 271,128 | 295,104 | 9% |
| PERS Pension Plan | 363,409 | 383,668 | 417,082 | 412,039 | 489,639 | 504,516 | 3% |
| Pension Expense | 615 | (247,061) | (357,899) | - | - | - | |
| Medical Insurance | 1,017,367 | 1,081,822 | 934,487 | 928,335 | 1,122,745 | 1,097,137 | -2% |
| Dental /Vision Insurance | 104,079 | 97,141 | 88,846 | 86,106 | 101,727 | 105,321 | 4% |
| Life Insurance/LTD | 17,524 | 18,524 | 18,382 | 19,044 | 20,677 | 22,226 | 7% |
| Unemployment Insurance | 8,624 | 22,187 | 40,925 | 10,952 | 25,000 | 15,000 | -40% |
| Labor and Industries Insurance | 192,858 | 208,757 | 214,311 | 225,013 | 270,696 | 283,347 | 5% |
| Vacation Pay | 212,473 | 221,470 | 227,359 | 171,020 | 218,434 | 238,851 | 9% |
| Holiday Pay | 114,976 | 121,595 | 122,228 | 91,779 | 136,149 | 148,608 | 9% |
| Sick Leave Pay | 114,122 | 112,793 | 105,117 | 119,701 | 120,485 | 131,517 | 9% |
| Employer's PFML Expense | - | - | - | - | - | 5,789 | |
| Other Paid Absence | 27,887 | 33,962 | 30,602 | 29,620 | 31,118 | 33,796 | 9% |
| Other Fringe Benefits | - | - | - | - | 1,500 | - | |
| Wellness Expense | 324 | 73 | 1,889 | 1,377 | 5,000 | 15,000 | 200% |
| Uniform Allowance | 14,435 | 14,385 | 19,570 | 13,919 | 16,800 | 15,220 | -9% |
| Driver Safety Training | - | - | - | - | 100 | 100 | 0% |
| Tuition Reimbursement | - | - | - | - | 2,500 | 2,500 | 0% |
| Tool Allowance | 3,070 | 2,975 | 2,450 | 1,686 | 3,000 | 3,100 | 3% |
| Phone Allowance | 2,110 | 1,719 | 200 | - | - | - | |
| Employee Recognition | 2,363 | 3,884 | 3,984 | 5,296 | 6,980 | 16,740 | 140% |
| Publication Fees | 4,544 | 2,773 | 3,502 | 2,799 | 2,500 | 2,850 | 14% |
| Professional and Technical Services | 24,188 | 25,032 | 128,731 | 61,547 | 6,900 | 20,300 | 194% |
| Legal Services | 56,347 | 55,523 | 27,526 | 31,950 | 50,000 | 32,000 | -36% |
| Temporary Help | - | - | - | 1,295 | - | - | |
| Laundry | 3,190 | 2,982 | 2,675 | 2,790 | 3,300 | 2,900 | -12% |
| Repair/Maintenance by Other | 47,751 | 56,241 | 102,166 | 107,570 | 69,650 | 44,901 | -36% |
| Contract Services | 138,912 | 142,916 | 162,598 | 103,544 | 118,630 | 75,831 | -36% |
| Security Service | 1,432 | 900 | 2,007 | 611 | 1,700 | 475 | -72% |
| Drug & Alcohol Testing | 5,394 | 4,792 | 6,025 | 4,558 | 5,193 | 5,832 | 12% |
| Printing | 29,938 | 27,339 | 37,058 | 17,466 | 24,325 | 14,875 | -39% |
| Postage | 2,864 | 1,784 | 1,702 | 1,275 | 2,040 | 1,390 | -32% |
| CDL Testing/DMV Check | 1,539 | 1,026 | 1,526 | 31 | 3,400 | 3,400 | 0% |

| Expenses | 2016 Actual | 2017 Actual | 2018 Actual | 2019 Projection | 2019 Budget | 2020 Budget | Budget % Change YoY |
|-----------------------------------|--------------------|--------------------|--------------------|------------------------|--------------------|--------------------|--------------------------------|
| Other Services | 4,447 | 3,938 | 5,185 | 4,046 | 6,240 | 5,440 | -13% |
| Fuel and Lubricants | 279,867 | 331,502 | 389,011 | 336,618 | 400,250 | 377,450 | -6% |
| Tires and Tubes | 40,127 | 38,251 | 33,082 | 37,860 | 42,000 | 41,600 | -1% |
| Incidental Expense | 801 | 6 | - | - | 350 | 250 | -29% |
| Facility Repair/Maintenance | 11,758 | 13,907 | 30,555 | 34,982 | 40,100 | 19,175 | -52% |
| Operating Supplies | 1,483 | 1,049 | 4,750 | 1,645 | 2,350 | 2,350 | 0% |
| Office Supplies | 12,036 | 8,910 | 10,313 | 13,990 | 13,875 | 12,550 | -10% |
| Shop Supplies | 13,308 | 10,613 | 11,922 | 10,687 | 13,000 | 9,000 | -31% |
| Cleaning/Sanitation Supplies | 9,386 | 8,933 | 10,954 | 10,650 | 14,100 | 11,050 | -22% |
| Safety Training Material & Supply | 2,398 | 1,512 | 2,809 | 2,074 | 2,010 | 9,700 | 383% |
| Shelter Supplies | 515 | 978 | 558 | 12,945 | 6,000 | 2,000 | -67% |
| Vehicle Maintenance Parts | 221,708 | 160,233 | 153,751 | 153,532 | 200,000 | 209,400 | 5% |
| Software | 1,660 | 2,113 | 3,114 | 16,373 | 3,500 | 3,200 | -9% |
| Communications Equipment | 26,089 | (342) | 1,236 | 2,266 | 4,000 | 2,000 | -50% |
| IT Equipment | 14,652 | 17,475 | 9,526 | 146,497 | 18,500 | 21,125 | 14% |
| Small Tools & Equipment | 9,371 | 7,709 | 4,713 | 30,035 | 13,600 | 10,501 | -23% |
| Safety Supplies | 2,350 | 2,297 | 1,634 | 3,714 | 1,900 | 2,601 | 37% |
| Small Equipment & Furniture | 10,276 | 3,209 | 7,463 | 13,230 | 12,520 | 8,309 | -34% |
| Small Tools Replacement/Repair | - | 223 | 1,336 | 3,541 | 500 | 1,000 | 100% |
| Water and Sewer | 9,184 | 10,115 | 10,542 | 9,970 | 11,150 | 11,308 | 1% |
| Mobile Radio Service | 20,956 | 19,932 | 20,052 | 20,746 | 20,000 | 20,000 | 0% |
| Garbage | 6,274 | 6,957 | 8,364 | 8,923 | 8,750 | 8,850 | 1% |
| Gas | 19,198 | 18,381 | 19,933 | 20,676 | 23,725 | 23,809 | 0% |
| Electric | 65,559 | 59,717 | 60,369 | 60,875 | 66,500 | 65,170 | -2% |
| Telephone Service | 20,308 | 19,334 | 21,597 | 20,792 | 25,040 | 23,441 | -6% |
| Internet Services | 4,557 | 3,305 | 3,667 | 3,721 | 4,616 | 4,930 | 7% |
| Insurance Premium | 194,978 | 238,034 | 238,506 | 212,745 | 235,477 | 242,000 | 3% |
| Taxes | 3 | 750 | 683 | 335 | 1,000 | 250 | -75% |
| Property Tax | 54 | 54 | 54 | 86 | 100 | 125 | 25% |
| Veh License/Registration Fee | 63 | 370 | 936 | 397 | 800 | 800 | 0% |
| Leasehold Tax | - | 618 | 141 | - | 1,000 | - | |
| Purchased Transportation | 1,794 | - | - | - | - | - | |
| Dues, Memberships, Subscriptions | 26,887 | 32,908 | 32,368 | 37,231 | 37,208 | 32,849 | -12% |
| Travel & Meeting Expense MTA | 21,387 | 18,378 | 22,039 | 28,499 | 39,350 | 32,905 | -16% |
| Travel Expense - VD Program | 29,658 | 35,653 | 39,366 | 31,814 | 42,000 | 42,000 | 0% |
| Conference Registration | 7,330 | 2,330 | 5,145 | 4,829 | 10,280 | 7,200 | -30% |
| Training / Seminars | 6,233 | 5,725 | 2,255 | 4,308 | 25,075 | 6,930 | -72% |
| Travel Tolls | - | - | - | 7 | - | - | |
| Advertising/Promotion Media | 26,717 | 18,139 | 19,970 | 21,843 | 41,265 | 45,588 | 10% |

| Expenses | 2016 Actual | 2017 Actual | 2018 Actual | 2019 Projection | 2019 Budget | 2020 Budget | Budget % Change YoY |
|--|--------------------|--------------------|--------------------|------------------------|--------------------|--------------------|--------------------------------|
| Intergovernmental Audit Fees | 27,468 | 26,604 | 29,411 | 38,125 | 31,000 | 33,000 | 6% |
| Other Misc Expenses | 6,411 | 1,301 | 100,072 | 4,586 | 4,150 | 3,500 | -16% |
| Bank Service Charges | 711 | 851 | - | - | - | - | |
| Credit Card Fees | 7,047 | 6,729 | 6,699 | 7,058 | 6,800 | 6,800 | 0% |
| Passenger Parking Facilities | 16,545 | 24,062 | 25,054 | 26,923 | 27,500 | 28,000 | 2% |
| Rent - Equipment | - | - | 277 | - | - | - | |
| Rent - Office | 3,600 | 3,600 | 3,600 | 4,084 | 4,500 | 4,500 | 0% |
| Office Equipment Lease | 7,408 | 7,203 | 5,922 | 3,743 | 5,050 | 5,137 | 2% |
| | <u>6,902,350</u> | <u>6,644,679</u> | <u>6,851,069</u> | <u>6,955,691</u> | <u>7,699,512</u> | <u>7,910,868</u> | <u>3%</u> |
| Net Income | <u>816,505</u> | <u>1,392,943</u> | <u>2,328,175</u> | <u>2,118,187</u> | <u>182,181</u> | <u>(151,286)</u> | |
| Operating Reserves Allocation | | | | | (120,000) | 151,286 | |
| Net Income (Loss) Net Reserves Allocated | <u>816,505</u> | <u>1,392,943</u> | <u>2,328,175</u> | <u>2,118,187</u> | <u>62,181</u> | <u>-</u> | |

Mason Transit Authority
2020 Capital Budget

| Project | Budget | Grants | Capital Projects | | | Project Costs to Date | Purpose |
|---|------------------|------------------|------------------|---------------------|------------------|---|---------|
| | | | MTA Funding | Contingent Projects | | | |
| T-CC Parking Lot | \$ 302,500 | \$ 250,000 | \$ 52,500 | | \$ 3,284 | Parking lot behind T-CC | |
| Park & Ride Development - 2015-2019 RMG Funds | 6,371,134 | 5,617,000 | 950,000 | | 1,967,454 | Construct or improve 5 park & rides throughout county including base in North Mason and roundabout at SR3 & Log yard road. Purchase land for North Mason Park & Ride Facility (\$687,059) | |
| JP Copy Machine | 7,000 | | 7,000 | | | Purchase new copy machine rather than leasing over 5-year term. | |
| JP Exterior Paint | 85,000 | | | 85,000 | | | |
| Radich building roof repair | 35,000 | | | 35,000 | | | |
| Scissor lift for T-CC | 15,000 | | | 15,000 | | | |
| HVAC Units at JP | 50,000 | | | 50,000 | | | |
| Bus Technology | 30,915 | | 30,915 | | | Final Payment for incorporated bus technology. | |
| Coach Repairs | 116,500 | 116,500 | | | | Rebuild engines and transmissions in 3 coaches to extend life. Funded by Sales Tax Equalization. | |
| TOTAL CAPITAL PROJECTS | 7,013,049 | 5,983,500 | 1,040,415 | 185,000 | 1,970,738 | | |

| Vehicle | Budget | Grants | Vehicle Replacement | | | Project Costs to Date | Purpose |
|----------------------------------|------------------|------------------|---------------------|---------------------|--|---|---------|
| | | | MTA Funding | Contingent Projects | | | |
| 2 Worker Driver Coaches | 1,779,228 | 1,482,690 | 296,538 | | | Replacement inventory. | |
| 2 40' Coaches, 9 Cutaways | 1,949,235 | 1,427,052 | 522,183 | | | Replacement inventory. | |
| Mini Cutaway | 80,000 | 80,000 | | | | Expansion vehicle; funded through Sales Tax Equalization. | |
| 1 Coach | 510,000 | | | 510,000 | | Need to replace a coach and will seek grant opportunity. Purchase will be contingent on successful grant application. | |
| TOTAL VEHICLE REPLACEMENT | 4,318,463 | 2,989,742 | 818,721 | 510,000 | | | |

GRAND TOTAL \$ 11,331,512 \$ 8,973,242 \$ 1,859,136 \$ 695,000 \$ 1,970,738

Mason Transit Authority Regular Board Meeting

Agenda Item: Unfinished Business – Item 3 – *Actionable*
Subject: Approval of 2020 Regular Meeting Calendar of Authority Board
Prepared by: Tracy Becht, Clerk of the Authority Board
Approved by: Danette Brannin, General Manager
Date: November 19, 2019

Background:

At the October 15, 2019 Board meeting, the Clerk was asked to explore costs and availability of the use of the Hoodsport Fire Hall as a location for the April 21, 2020 Board meeting.

The Clerk has been informed by the facilities manager of Mason County Fire District #1 that the fire hall will be available and there will be no cost for the Board’s use of the meeting room. Since MTA is looking for lean options for budgetary reasons, this meets that goal as well.

Summary: Approve the 2020 Regular Board meeting calendar.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2019-30 establishing the 2020 schedule of regular MTA Authority Board meetings.



MASON TRANSIT AUTHORITY BOARD 2020 REGULAR MEETING SCHEDULE

(Adopted by Resolution No. 2019-~~XX~~30
on ~~November 19~~, 2019)

| TIME | DATE | MONTH | LOCATION |
|-----------|------|-----------|---|
| 4:00 P.M. | 21 | January | MTA Transit-Community Center, 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 18 | February | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 17 | March | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 21 | April | <u>Port of Allyn Mason County Fire District #1, 18560 E SR 3, Allyn, WA 98524</u> <u>331 N. Finch Creek Road, Hoodspport, WA 98548</u> |
| 4:00 P.M. | 19 | May | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 16 | June | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 21 | July | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 18 | August | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA |
| 4:00 P.M. | 15 | September | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 20 | October | Port of Allyn, 18560 E SR 3, Allyn, WA 98524 |
| 4:00 P.M. | 17 | November | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 15 | December | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |

Formatted Table

MTA Administrative Office:
Phone:
Clerk of the Authority E-mail:

790 East Johns Prairie Road, Shelton, WA 98584
360-426-9434 or 800-374-3747
clerk@masontransit.org

RESOLUTION NO. 2019-30

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ESTABLISHING THE 2020 SCHEDULE OF REGULAR MEETINGS FOR THE
MASON TRANSIT AUTHORITY BOARD.**

WHEREAS, the Mason Transit Authority Board holds regular monthly meetings on the third (3rd) Tuesday of each month that are open to the public; and

WHEREAS, the need exists to establish a published schedule of said meetings for 2020;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the regular monthly meetings for the 2020 calendar year be held at the times and locations as outlined on the attached schedule. Meeting changes and special meetings will be published as required by law.

Adopted this 19th day of November, 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 BOARD 2020 REGULAR MEETING SCHEDULE

(Adopted by Resolution No. 2019-30 on November 19, 2019)

| TIME | DATE | MONTH | LOCATION |
|-----------|------|-----------|---|
| 4:00 P.M. | 21 | January | MTA Transit-Community Center, 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 18 | February | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 17 | March | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 21 | April | Mason County Fire District #1, 331 N. Finch Creek Road, Hoodspport, WA 98548 |
| 4:00 P.M. | 19 | May | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 16 | June | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 21 | July | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 18 | August | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA |
| 4:00 P.M. | 15 | September | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 20 | October | Port of Allyn, 18560 E SR 3, Allyn, WA98524 |
| 4:00 P.M. | 17 | November | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |
| 4:00 P.M. | 15 | December | MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584 |

MTA Administrative Office:
Phone:
Clerk of the Authority E-mail:

790 East Johns Prairie Road, Shelton, WA98584
360-426-9434 or 800-374-3747
clerk@masontransit.org

Mason Transit Authority Regular Board Meeting

Agenda Item: Unfinished Business – Item 4 – *Discussion*

Subject: Strategic Plan

Prepared by: Danette Brannin, General Manager

Approved by: Danette Brannin, General Manager

Date: November 19, 2019

Background:

Back in 2016, staff worked with two individuals to help guide a Strategic Plan for MTA. Several objectives were identified, and work items listed for each objective. The end result was more of a work plan than a strategic plan; however, staff has used the information to create a work plan each year since to help guide yearly activities and projects.

The Executive Team (ET) decided to complete the Strategic Plan but in a different format with the goal of having an annual work plan attached to each objective and that it would be a usable document. The ET did not want to create a lengthy document that would not be used. The objectives will remain the same and each year during the budget and planning process the ET will create items for the work plan so there is a measurable outcome to the Strategic Plan. The ET also sees the Strategic Plan as a growing document where relevant information is added when applicable.

The ET will also report quarterly on the progress of the work plan as well as other information such as ridership, cost per mile, vehicle availability and HR information.

The objectives identified are:

- 1) Safe and Secure
- 2) Effective Transportation Services
- 3) Financial Stewardship
- 4) Community Partnerships
- 5) Workplace Culture

Summary: Solicit comments about the objectives. Draft Strategic Plan will follow in December.

Fiscal Impact:

None at this time.

Staff Recommendation:

None at this time.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 1 – *Actionable*
Subject: Capital Grant Agreement No. PTD0081 for Vehicles
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: November 19, 2019

Background:

MTA has been awarded a Capital Grant Agreement (PTD0081) as a part of the Washington State Department of Transportation’s Consolidated Grant Program that includes four (4) projects: The projects are as follows:

- Project A:** Purchase of nine (9) replacement light duty cutaways. (Federal funds)
- Project B:** Two replacement heavy-duty buses. (Federal funds)
- Project C:** One small cutaway vehicle for use in providing DAR service. (Sales Tax Equity funds)
- Project D:** Repairs for three coaches, including engine rebuilds and transmissions, to prolong the life of the vehicles. (Sales Tax Equity funds)

The agreement has been reviewed by legal counsel.

Summary: Approve Capital Grant Agreement No. PTD0081 and authorizing General Manager to sign the agreement.

Fiscal Impact:

Project A: \$233,039 (25%)
Project B: \$242,645 (25%)
Total: \$475,684*

** There are no MTA contributions for Projects C and D*

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2019-31 that approves the Capital Grant Agreement PTD0081 and authorizes the General Manager to sign that Agreement.



WSDOT Contact: Alan Soicher 360-333-8946

SoicheA@wsdot.wa.gov

| Consolidated Grant Program Capital Grant Agreement | | | |
|---|---|--------------------|---|
| Agreement Number | PTD0081 | Contractor: | Mason County Public Transportation Benefit Area Mason Transit Authority 790 E Johns Prairie Shelton, WA 98584-1265 |
| Term of Project | July 1, 2019 through the useful life of the Project Equipment | | |
| Vendor # | 911554133 | | |
| CFDA # | 20.526 (\$5339) | | |
| DUNS | 832544217 | | |
| Service Area | As defined in Scope of Work and Budget | Contact: | 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

| Current Agreement Costs | | |
|-------------------------------------|-----------|------------------|
| Federal Funds | \$ | 1,427,052 |
| State Funds | \$ | 196,500 |
| Total Grant Funds | \$ | 1,623,552 |
| Contractor's Funds | \$ | 475,684 |
| Total Current Agreement Cost | \$ | 2,099,236 |

Funding by Project

Project A: Nine Replacement Cutaways

UPIN # PTCV032

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

Scope of Work: Purchase nine (9) replacement ADA accessible light-duty cutaway vans to provide public transportation services for special needs citizens in Mason County.

| Funds | Federal Award Identification # | Current Percentage | Current Funds | Projected Funds | Total Current and Projected Funds |
|---------------------------|--------------------------------|--------------------|-------------------|-----------------|-----------------------------------|
| FTA 5339 | WA-19-081 | 75% | \$ 699,118 | | \$ 699,118 |
| Contractor's Funds | N/A | 25% | \$ 233,039 | | \$ 233,039 |
| Total Project Cost | | 100% | \$ 932,157 | \$ - | \$ 932,157 |

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium.

Project B: Two Replacement Heavy-Duty Buses

UPIN # PTCV033

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

Scope of Work: Purchase two (2) replacement ADA accessible heavy-duty buses to provide public transportation services for the public in Mason County.

| Funds | Federal Award Identification # | Current Percentage | Current Funds | Projected Funds | Total Current and Projected Funds |
|---------------------------|--------------------------------|--------------------|-------------------|-----------------|-----------------------------------|
| FTA 5339 | WA-19-081 | 75% | \$ 727,934 | | \$ 727,934 |
| Contractor's Funds | N/A | 25% | \$ 242,645 | | \$ 242,645 |
| Total Project Cost | | 100% | \$ 970,579 | \$ - | \$ 970,579 |

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium.

Project C: One Small Dial-a-Ride Cutaway Vehicle

UPIN # PTCV034

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

Scope of Work: Purchase one (1) small cutaway vehicle for use in providing Dial-A-Ride service in Mason Transit's service area.

| Funds | Federal Award Identification # | Current Percentage | Current Funds | Projected Funds | Total Current and Projected Funds |
|--------------------------------------|---------------------------------------|---------------------------|----------------------|------------------------|--|
| Rural Mobility Transit Formula Funds | N/A | 100% | \$ 80,000 | | \$ 80,000 |
| Contractor's Funds | N/A | 0% | \$ - | | \$ - |
| Total Project Cost | | 100% | \$ 80,000 | \$ - | \$ 80,000 |

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium.

Project D: Coach Repairs

UPIN # PTCE007

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

Scope of Work: Repair three (3) coaches including engine rebuilds and transmissions to prolong the life of the vehicles.

| Funds | Federal Award Identification # | Current Percentage | Current Funds | Projected Funds | Total Current and Projected Funds |
|--------------------------------------|---------------------------------------|---------------------------|----------------------|------------------------|--|
| Rural Mobility Transit Formula Funds | N/A | 100% | \$ 116,500 | | \$ 116,500 |
| Contractor's Funds | N/A | 0% | \$ - | | \$ - |
| Total Project Cost | | 100% | \$ 116,500 | \$ - | \$ 116,500 |

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2019-2021 biennium.

Section 1
Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR for the acquisition and operation of equipment to be used in the provision of public transportation services that meet the needs of persons in the State of Washington.

B. On projects where WSDOT is providing only state funds and the CONTRACTOR is using funds received directly from the federal government as their share or part thereof on the project, the CONTRACTOR must assume full responsibility for complying with all federal rules and regulations. If the CONTRACTOR is found in non-compliance with federal rules and regulations, the CONTRACTOR shall provide a written notification to WSDOT supplying details related to the non-compliance. Both parties will analyze and determine the impact on the scope, schedule, and funding of the project. Remedies required up to and including return of funds will be identified to ensure the project's scope of work is met as intended.

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 incorporated in this AGREEMENT and operate the Project Equipment 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 in this AGREEMENT.

Section 3
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 <https://www.wsdot.wa.gov/transit/grants/manage>, which by this reference is incorporated herein as if fully set forth in this AGREEMENT.

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 4
Term of Agreement

The Project period shall begin on the date shown in the caption space header titled "Term of Agreement" and shall continue through the useful life of the Project Equipment regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein. WSDOT has defined the useful life of vehicle Project Equipment in the Vehicle Disposition Schedule in the Guidebook, and any amendments thereto. Non-vehicle Project Equipment's useful life will be determined by WSDOT taking into consideration the manufacturer's recommended lifecycle and the CONTRACTOR's previous experience with the asset, if any.

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 "Federal Funds" identified in the "Funding by Project" table, 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(C) for payments at the end of the biennium.

B. Minimum Match: The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in 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. State and/ or federal funds shall be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project as described in “Scope of Work and Budget.” Allowable Project expenses shall be determined by WSDOT as described in the Guidebook. In no event shall the total amount reimbursed by WSDOT exceed “State Funds” and/or “Federal Funds” identified in the caption space header titled “Project Costs,” above.

B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled “Term of Agreement.” Such costs to be reimbursed shall be calculated as described in the Guidebook. WSDOT shall make no payments for costs incurred prior to the beginning or after the end date of the “Term of the Agreement” as set forth in the caption space header above. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of submission to WSDOT. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period, as defined in RCW 43.88, starting on July 1 and ending on June 30 the following year within the timeframe set forth in the caption space header of this AGREEMENT entitled “Term of Agreement” during which the work was performed. 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 charges 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.

D. For vehicle purchases, the Project Equipment titles shall designate WSDOT as the legal owner and the CONTRACTOR as the registered owner through the project period. Subject to the CONTRACTOR’s compliance with all terms of this AGREEMENT, WSDOT will release the interest of ownership of the Project Equipment to the CONTRACTOR in writing thirty (30) days from the end of the useful life of the Project Equipment, as defined in the Guidebook.

Section 7 Purchases

The CONTRACTOR shall make purchases of any Project Equipment pursuant to this AGREEMENT through procurement procedures approved in advance in writing by WSDOT and consistent with the following Government Orders provision: In case any lawful government authority shall issue any order with respect to the Project or Project Equipment, or any part thereof, or the PARTIES hereto or either of them, the CONTRACTOR shall cooperate with WSDOT in carrying out such order and will arrange its operation and business so as to enable WSDOT to comply with the terms of the order.

Section 8 Inspection Upon Delivery

The CONTRACTOR shall inspect Project Equipment purchased pursuant to this AGREEMENT at the time of delivery to the CONTRACTOR. The CONTRACTOR has 15 calendar days from delivery to either accept or reject the Project Equipment. If rejected, the CONTRACTOR shall provide a written notice specifying the Project Equipment deficiencies to its vendor and WSDOT, allowing the

vendor a reasonable amount of time to cure the deficiencies or defect. Upon receipt and acceptance of Project Equipment, the CONTRACTOR agrees that it has fully inspected the Project Equipment and accepts it as suitable for the purpose under this AGREEMENT, as being in good condition and state of good repair and that the CONTRACTOR is satisfied with the Project Equipment and that the Project Equipment complies with all regulations, rules, and laws. Payment to the vendor must occur within thirty days of the Project Equipment acceptance.

Section 9

Miscellaneous Charges and Conditions

The CONTRACTOR shall pay and be solely responsible for all storage charges, parking charges, late fees, and fines, as well as any fees (including vehicle registration, license, safety and emission control inspection fees), and taxes, except applicable state sales or use tax, which may be imposed with respect to the Project Equipment by a duly constituted governmental authority as the result of the CONTRACTOR's use or intended use of the Project Equipment. Required visual and road test inspection fees on vehicles for acceptance and software licensing use fees are eligible for reimbursement. All replacements, repairs, or substitutions of parts or Project Equipment shall be at the cost and expense of the CONTRACTOR.

Section 10

Assignments and Subcontracts

A. Unless otherwise authorized in advance and in writing by WSDOT, the CONTRACTOR shall not assign any Project Equipment under this AGREEMENT or execute any contract, amendment, or change order thereto pertaining to the Project Equipment, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT or lease or lend the Project Equipment or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include Sections 10 through 23, and Section 29 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 11

Reports and Use of Project Equipment

A. The CONTRACTOR agrees that the Project Equipment shall be used for the provision of transportation service within the area described in the caption space header titled "Service Area," for the Project Equipment's useful life as set forth in Section 4 – Term of Agreement of this AGREEMENT. The CONTRACTOR further agrees that it will not use or permit the use of the Project Equipment in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project Equipment to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to use the Project Equipment during the useful life of the Project Equipment, the CONTRACTOR agrees that it may be required to refund up to the entire amount of the state share expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project Equipment is withdrawn from Project use or when Project Equipment is used in a manner substantially different from that identified in "Scope of Work and Budget." If the Project Equipment is permanently removed from transportation service, the CONTRACTOR agrees to immediately contact WSDOT for instructions regarding the disposal of the Project Equipment. For vehicle purchases only, the CONTRACTOR further understands that the Project Equipment shall be used to provide passenger service levels as described below:

1. A minimum of 100 passenger, revenue service miles per vehicle per week: or

2. A minimum of 100 one-way passenger trips per vehicle per week.

B. Reports. The CONTRACTOR shall prepare any required quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, or as requested by WSDOT. The CONTRACTOR shall keep satisfactory written records with regard to the use of Project Equipment and shall submit the following reports in a format and at such times as prescribed by WSDOT until the useful life of the Project Equipment expires:

1. Reports describing the current usage of Project Equipment include, but are not limited to:
 - a) Project Passenger Trips Provided
 - b) Project Service Hours Provided
 - c) Project Revenue Service Miles Provided
 - d) Asset Management Plan
 - e) Vehicle or Equipment Inventory

2. In the event any portion of the Project Equipment sustains disabling damage as defined in the Guidebook, and/or triggers drug and alcohol testing, the CONTRACTOR shall notify WSDOT immediately after the occasion of the damage, including the circumstances thereof.

3. The CONTRACTOR shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT.

C. If the project is receiving Transit Coordination 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.

D. Remedies for Misuse or Noncompliance. The CONTRACTOR shall not use any Project Equipment in a manner different from that described in "Scope of Work and Budget", and the "Service Area" identified in the AGREEMENT header of this AGREEMENT. If WSDOT determines that Project Equipment has been used in a manner different from that described in "Scope of Work and Budget" and/or the "Service Area" identified in the caption space header above, WSDOT may direct the CONTRACTOR to dispose of the Project Equipment acquired by the CONTRACTOR. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to comply with any provision of this AGREEMENT.

Section 12

Maintenance of Project Equipment

The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project Equipment to assure it remains in good and operational condition for the useful life of the Project Equipment. All service, materials, and repairs in connection with the use and operation of the Project Equipment during its useful life shall be at the CONTRACTOR's expense. CONTRACTORS who are transit agencies must also have a Transit Asset Management Plan certified by WSDOT. All other CONTRACTORS must have a WSDOT-approved written Vehicle Maintenance Plan or submit one to WSDOT for approval by October 1, 2019, or prior to the receipt of their first grant-funded vehicle. The CONTRACTOR agrees to, at a minimum, service the Project Equipment and replace parts at intervals recommended in the manual provided by the manufacturer of the Project Equipment, or sooner if needed. The CONTRACTOR shall take the Project Equipment to an appropriate service and repair facility for any service and repair under the manufacturer's warranty. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project Equipment in accordance with Section 19, Audits, Inspection, and Retention of Records. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

Section 13

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 14

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 15

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 16

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 AGREEMENT.

Section 17

Environmental Requirements

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

Section 18

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 19

Audits, Inspection, and Retention of Records

A. Submission of Proceedings, Contracts, Agreements, and Other Documents. During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project(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(s). 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 20

Labor Provisions

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

Section 21

Liens on Project Equipment

WSDOT shall be listed as the legal owner on titles and hold titles for all vehicles the CONTRACTOR acquires using federal funds through WSDOT's grant program. WSDOT will have legal ownership to any non-vehicle Project Equipment the CONTRACTOR acquires or modifies using the "Federal and/or State Funds" identified in the "Currency Agreement Costs" table. When the Contractor acquires vehicles using state funds provided through WSDOT's grant program, WSDOT may within its discretion, allow the CONTRACTOR to be listed as the legal owner and hold title. In all cases, WSDOT will maintain a copy of titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their useful life. The CONTRACTOR accepts WSDOT's legal ownership of the Project Equipment during its useful life as set forth in this Section and agrees that it shall not use the Project Equipment as collateral, nor shall the CONTRACTOR encumber the Project Equipment in any way. The CONTRACTOR shall follow the terms stated in Section 10A regarding use and disposal of all Project Equipment. For non-vehicle Project Equipment, WSDOT's lien shall equal the proportional Federal and/or State funded share, as identified in this

AGREEMENT, of the disposable value of the Project Equipment. Satisfaction of WSDOT's lien may be satisfied only by proper disposal of the Project Equipment in a manner determined by WSDOT

Section 22

Loss or Damage to Project Equipment

A. The CONTRACTOR, at its own expense, shall cover any loss, theft, damage, or destruction of the Project Equipment using either of the following methods:

1. The CONTRACTOR shall maintain comprehensive and collision insurance for vehicles and property insurance for non-vehicle equipment adequate to cover the value of the Project Equipment; the CONTRACTOR shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first request for reimbursement, and supply proof of renewal, annually thereafter; or

2. The CONTRACTOR shall provide a written certificate of self-insurance to WSDOT with the first request for reimbursement, annually thereafter. The CONTRACTOR will cover from its own resources the costs of repairing or replacing any Project Equipment, if it is stolen, damaged, or destroyed in any manner.

B. If the damage to the Project Equipment does not result in a total loss, payments for damage shall be paid directly to the CONTRACTOR. The CONTRACTOR shall, within thirty (30) days, either:

1. Devote all of the insurance proceeds received to repair the Project Equipment and place it back in service, and the CONTRACTOR shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or

2. In the event the CONTRACTOR certified to self-insurance, devote all funds necessary to repair the Project Equipment and place it back into service.

C. If the Project Equipment is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to WSDOT. The CONTRACTOR shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project Equipment; or

2. Does not intend to replace the lost Project Equipment.

D. If WSDOT determines that the total loss occurred under circumstances in which the CONTRACTOR fulfilled its obligations under this AGREEMENT then WSDOT will either pay, or rebate, to the CONTRACTOR its proportionate share of such proceeds paid to WSDOT.

E. Coverage, if obtained or provided by the CONTRACTOR in compliance with this section, shall not be deemed as having relieved the CONTRACTOR of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

Section 23

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 24

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.

Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 24 – Coordination of Special Needs Transportation.

Section 25 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 26 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. 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. Abuses or misuses the Project Equipment, including, but not limited to:
 - a) Failure to maintain the Project Equipment according to the manufacturer's standards;
 - b) Failure to repair damages or replace defective or broken parts in a timely manner;
 - c) Failure to take any action which could affect the ability of the Project Equipment to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
 - d) Failure to make reasonable and appropriate use of the Project real property, facilities, or equipment.
4. Fails to make reasonable progress on the Project(s) or other violation of this AGREEMENT that endangers substantial performance of the Project(s); or
5. 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 27 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 28
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 29
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 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 30
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, UPIN 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 31
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, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

Section 32 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 33 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 the Project Equipment or other property 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 is 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 due to damage of Project Equipment. 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 34 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 35 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 36 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 37
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 and Rail Division, or as a designee.

**Section 38
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 39
Agreement Close Out**

The CONTRACTOR shall notify WSDOT if the AGREEMENT is completed prior to the end date set forth in the caption header, "Term of Agreement" by written notification and in its capital Quarterly Progress Report, as referenced in the Guidebook, in which the project is completed. WSDOT will prepare an amendment to modify the AGREEMENT to reflect the actual amount spent and the project completion date. WSDOT will send a close out letter to the CONTRACTOR.

**Section 40
Binding Agreement**

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

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

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date

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

Recipient 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/clauses 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.

6. General Procurement Requirements - The CONTRACTOR shall comply with third-party procurement requirements of 49 USC chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with the United States Department of Transportation (U.S. DOT) third-party procurement regulations of 2 CFR Part 200 and 2 C.F.R. part 1201 and other applicable Federal regulations pertaining to third-party procurements and subsequent amendments thereto. The CONTRACTOR shall also comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," March 18, 2013, and any later revision thereto, except to the extent FTA determines otherwise in writing, which by this reference are incorporated herein; and any reference therein to "Grantee" shall mean CONTRACTOR.

7. Full and Open Competition - In accordance with 49 USC § 5325(a), the CONTRACTOR agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by FTA.

8. Buy America - The CONTRACTOR agrees to comply with 49 USC § 5323(j), with FTA regulations, "Buy America Requirements," 49 CFR Part 661, and any later amendments thereto.

9. Bus Testing - The CONTRACTOR [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

RESOLUTION NO. 2019-31

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE CAPITAL GRANT AGREEMENT PTD0081 AND
AUTHORIZING THE GENERAL MANAGER TO SIGN THE AGREEMENT.**

WHEREAS, Mason Transit Authority has received notification of the award of funding assistance through Washington State Department of Transportation's Consolidated Grant Program to purchase nine (9) replacement light-duty cutaways; two (2) replacement ADA accessible heavy-duty buses; one (1) small cutaway vehicle for use in providing Dial-A-Ride service; and repairs for three coaches, including engine rebuilds and transmissions, to prolong the life of the vehicles; and

WHEREAS, PTD0081 sets forth the requirements and guidance for management of funding assistance relating to capital projects;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Capital Grant Agreement PTD0081 with the Washington State Department of Transportation for \$2,099,236, which requires a local match of \$475,684; and

BE IT FURTHER RESOLVED that the MTA Board authorizes the General Manager to sign the Agreement.

Adopted this 19th day of November, 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: Service Animal and Pets Policy (POL-508)
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Danette Brannin, General Manager
Date: November 19, 2019

Background:

The purpose of this policy is to provide guidelines for passengers and patrons with Service Animals and pets; to provide safe transportation for all passengers when Service Animals and pets are on board MTA vehicles or in MTA facilities; and to comply with the Americans with Disabilities Act (ADA) and Washington state law.

This policy will also help drivers with a point of reference when addressing pets on board MTA vehicles.

This policy has been reviewed by the Policy Committee and legal counsel.

Summary: Approve Service Animal and Pets Policy (POL-508)

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2019-32 and the attached Service Animal and Pets Policy (POL-508).



| | |
|---------------------|---|
| Title: | Service Animals and Pets |
| Number: | 508 |
| Effective: | November 19, 2019 |
| Cancels: | N/A |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2019-32 |

POL-508 SERVICE ANIMAL AND PETS POLICY

This policy applies to all Mason Transit Authority (MTA) employees and those using MTA Services and Facilities.

1.0 Purpose

The purpose of this policy is to provide guidelines for passengers and patrons with Service Animals and pets; to provide safe transportation for all passengers when Service Animals and pets are on board MTA vehicles or in MTA facilities; and to comply with the Americans with Disabilities Act (ADA) and Washington state law.

2.0 Policy

Mason Transit Authority allows any service animal on board and in all areas of MTA facilities where the public is normally allowed to go.

Therapy animals or comfort animals are not considered service animals.

Any animal/pet which a rider wishes to take on board an MTA vehicle, other than a service animal, must be in a suitable, securely closed carrier/container that the rider or a companion can comfortably carry.

Staff may ask two questions regarding the service animal: 1) is the animal a service animal required because of a disability? and 2) what work, or task has the animal been trained to perform? Staff may not ask about the person's disability or require documentation or ask that the animal demonstrate its ability to perform the work or task.

3.0 Definitions

- 3.1 **Service Animal:** means any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. MTA shall make reasonable modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability in accordance with RCW 49.60.040(24) if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. In determining whether reasonable modifications in policies, practices, or procedures can be made to allow a miniature horse into a facility, MTA shall act in accordance with all applicable laws and regulations.



| | |
|---------------------|---|
| Title: | Service Animals and Pets |
| Number: | 508 |
| Effective: | November 19, 2019 |
| Cancels: | N/A |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2019-32 |

A service animal is not a pet. It shall be a civil infraction under chapter 7.80 RCW for any person to misrepresent an animal as a service animal.

- 3.2 Therapy or comfort animals: For the purpose of providing comfort to an individual but are not trained to perform the tasks of a service animal. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA. The crime-deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks.
- 3.3 Other animals: Any other animal that can be contained in a carrier that is manageable by the rider or the rider's companion or by the patron.

4.0 Requirements to Ride MTA Services

When traveling with a service animal or other animal, notification must be given to the Communication Center Scheduler when requesting a trip on Dial-a-Ride or a deviation on fixed-route service. The passenger must inform the fixed route driver prior to boarding the bus.

All riders must follow the below policy guidelines when bringing an animal on board an MTA vehicle:

- Service animals must be harnessed, leashed or tethered unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal or other effective controls.
- Service animals must be working while on MTA vehicles.
- All other animals must be in a carrier/container. The rider or companion must be able to comfortably carry the carrier/container.
- The service animal must remain under control of the owner and behave appropriately as in the manner of a service animal .
- The service animal must remain at the rider's feet or on the lap of the rider. It may not sit on a vehicle seat.
- The animal must not bark or cause a disturbance unless it is a service animal performing tasks it was trained to do in an emergency.
- Birds, reptiles, amphibians, rodents and cats must be kept in a secured, enclosed carrier/container.
- The container must not be in the way of any passengers or block the aisle way of the vehicle.



| | |
|---------------------|---|
| Title: | Service Animals and Pets |
| Number: | 508 |
| Effective: | November 19, 2019 |
| Cancel: | N/A |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2019-32 |

- The animal must not be aggressive toward people or other animals. (49 CFR 37.167(d))

5.0 Denial of Services

Service animals and pets, regardless of training or certification, may be denied transportation if the animal poses a direct threat to the health or safety of others. This also applies to animals in MTA facilities.

A person with a disability cannot be asked to remove his service animal from the premises unless: 1) the service animal is out of control and the owner does not take effective action to control it or 2) the service animal is not housebroken.

When there is a legitimate reason to ask that a service animal be removed, staff must offer the person with the disability the opportunity to obtain goods or services without the animal's presence.

Owners and pets may be excluded from MTA vehicles and facilities if animals are not contained and under control of the owner.

6.0 U.S. Department of Justice

Mason Transit Authority follows the U.S Department of Justice Civil Rights Division Disability Rights Section on Service Animals and Chapter 49.60 RCW.

<https://www.nps.gov/deto/planyourvisit/upload/Service-Animal-Policy-DOJ.pdf>

RESOLUTION NO. 2019-32

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ADOPTING A SERVICE ANIMAL AND PETS POLICY (POL-508).**

WHEREAS, Mason Transit Authority wishes to establish guidelines for passengers and patrons with Service Animals and pets so that safe transportation can be provided for all passengers when Service Animals and pets are on-board MTA vehicles or in MTA facilities, and to comply with Americans with Disabilities (ADA) Act; and

WHEREAS, this policy sets forth guidelines and requirements to ride MTA services with a Service Animal or other animal;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the Service Animals and Pets Policy (POL-508), which is attached hereto and incorporated herein, be established and adopted; and

BE IT FURTHER RESOLVED that this Service Animals and Pets Policy (POL-508) shall supersede and replace in full any previously adopted or approved Service Animals and Pets policy.

Adopted this 19th day of November, 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 Shuttly, 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: No Show Policy (POL-509)
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Danette Brannin, General Manager
Date: November 19, 2019

Background:

The purpose of this policy is to ensure that MTA's resources are utilized to the maximum extent possible and with that objective in mind, address riders who schedule Dial-A-Ride (DAR) or deviated fixed route (DFR) trips and repeatedly do not use the trip they have scheduled with MTA.

This policy has been reviewed by the Policy Committee and legal counsel.

Summary: Approve No Show Policy (POL-509)

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2019-33 and the attached No Show Policy (POL-509).



| | |
|---------------------|---|
| Title: | No-Show Policy |
| Number: | 509 |
| Effective: | November 19, 2019 |
| Cancels: | N/A |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2019-33 |

POL-509 NO-SHOW POLICY

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

1.0 Purpose

The purpose of this policy is to ensure that Mason Transit Authority resources are available to the maximum extent possible and therefore, address riders who schedule Dial-A-Ride (DAR) or deviated fixed route (DFR) trips and repeatedly do not use the scheduled trip.

2.0 Policy

2.1. No Show

A No Show occurs when a rider fails to take a scheduled DAR or DFR either by refusing or not being present to take the scheduled trip. If a rider misses the first scheduled ride of the day, any other rides scheduled for the same day will be canceled.

2.2. Late Cancellation

Trips that are cancelled with less than two hours noticed are considered a Late Cancel. Two Late Cancels are equal to one No Show for the purpose of suspension of services. Cancellations after the window pickup will be considered a No Show.

2.3. Suspension

If a rider No Shows three scheduled trips or Late Cancels six trips in a 30-day period, the rider may be suspended from MTA service for a minimum of one week.

The second suspension will be for a two-week period; a third suspension will be for a three-week period, and so on.

Once the rider has received (either verbal or written) a Notice of Suspension, the rider will not be allowed to schedule rides on DAR or DFR until the suspension has expired. The rider may continue to use fixed route service or may ride DAR or DFR with another rider from the same origin to the same destination. Rides cannot be made on behalf of the suspended rider by another rider that is not riding.



| | |
|---------------------|---|
| Title: | No-Show Policy |
| Number: | 509 |
| Effective: | November 19, 2019 |
| Cancels: | N/A |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2019-33 |

3.0 Warning and Suspension Notices

The rider will receive a written warning after two No Shows or equivalent in a 30-day period. In addition, the Scheduler will remind the rider that if another No Show occurs during the 30-day period, the rider may face a possible suspension.

If a rider is suspended, the Communication Center will notify the rider of the suspension immediately and will follow up with a letter stating the reason and length of the suspension.

4.0 Appeals

The rider may appeal any No Show to an MTA scheduler at any time. The scheduler may remove the No Show from the rider's record if it is clear that the No Show was beyond the rider's control, for example, due to illness or an emergency.

If the No Show is not removed, the rider may request an investigation by the Communication Center Supervisor. A decision to keep or remove the No Show will be made within three business days.

If the Communication Center Supervisor upholds the scheduler's decision not to remove the No Show, a final appeal can be made to Mason Transit's Operations Manager. The request must be made within five business days of the Communication Center Supervisor's decision. The Operations Manager's decision regarding the No Show will be made within three days and is final. The rider may continue to ride pending the outcome of any appeal.

RESOLUTION NO. 2019-33

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ADOPTING A REVISED NO SHOW POLICY (POL-509) AND
SUPERSEDING AND REPLACING IN FULL ANY PREVIOUSLY ADOPTED
OR APPROVED NO SHOW POLICY.**

WHEREAS, Mason Transit Authority desires to consistently ensure that its resources are utilized to the maximum extent possible; and

WHEREAS, this policy sets forth guidelines if riders schedule a Dial-A-Ride (DAR) or deviated fixed route (DFR) trips and repeatedly do not use the trip that they scheduled with MTA;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the No Show Policy (POL-509), which is attached hereto and incorporated herein, be established and adopted; and

BE IT FURTHER RESOLVED that this No Show Policy (POL-509) shall supersede and replace in full any previously adopted or approved No Show policy.

Adopted this 19th day of November, 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: New Business – Item 4 – *Actionable*
Subject: Public Records Request Policy (POL-205)
Prepared by: Tracy Becht, Public Records Officer
Approved by: Danette Brannin, General Manager
Date: November 19, 2019

Background:

Previously the MTA Board approved a public records request policy as Exhibit A to Resolution No. 2014-07. The policy is now in the format currently used and has been updated to be in better alignment with the current federal and state laws and the Public Records Act.

This policy has been reviewed by the Policy Committee and legal counsel.

Summary: Approve Public Records Request Policy (POL-205)

Fiscal Impact:


None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2019-34 and the attached Public Records Request Policy (POL-205).

| | |
|---|---|
|  | <p>Title: Public Records Request Policy</p> <p>Number: POL-205</p> <p>Effective: November 19, 2019</p> <p>Cancel: Resolution No. 2014-07</p> <p>Prepared by: Tracy Becht, Public Records Officer</p> <p>Approved by: Authority Board Resolution No. 2019-34</p> |
|---|---|

POL-205 – PUBLIC RECORDS REQUEST POLICY

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

1.0 Policy

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

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

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

2.0 Public Records Definition

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

3.0 Request Records

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



| | |
|---------------------|---|
| Title: | Public Records Request Policy |
| Number: | POL-205 |
| Effective: | November 19, 2019 |
| Cancel: | Resolution No. 2014-07 |
| Prepared by: | Tracy Becht, Public Records Officer |
| Approved by: | Authority Board Resolution No. 2019-34 |

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

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

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

4.0 Response to Request

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

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

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

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

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

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



| | |
|---------------------|---|
| Title: | Public Records Request Policy |
| Number: | POL-205 |
| Effective: | November 19, 2019 |
| Cancel: | Resolution No. 2014-07 |
| Prepared by: | Tracy Becht, Public Records Officer |
| Approved by: | Authority Board Resolution No. 2019-34 |

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


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

Records which include:

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

This response shall, as appropriate:

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

| | |
|---|---|
|  | <p>Title: Public Records Request Policy</p> <p>Number: POL-205</p> <p>Effective: November 19, 2019</p> <p>Cancel: Resolution No. 2014-07</p> <p>Prepared by: Tracy Becht, Public Records Officer</p> <p>Approved by: Authority Board Resolution No. 2019-34</p> |
|---|---|

4.7 Inspection of records.

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

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

5.0 Request for Records Denial

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

6.0 Release of Records

If the request is for the inspection of records, the compiled records shall be available for inspection by appointment during normal business hours in the administrative offices. No original documents shall be removed from MTA. There is no charge to inspect



| | |
|---------------------|---|
| Title: | Public Records Request Policy |
| Number: | POL-205 |
| Effective: | November 19, 2019 |
| Cancels: | Resolution No. 2014-07 |
| Prepared by: | Tracy Becht, Public Records Officer |
| Approved by: | Authority Board Resolution No. 2019-34 |

documents. If the requester asks that copies be mailed, MTA shall notify the requester of the shipping charges and any balance owed for copying.

7.0 Electronically Stored Data and Information

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

8.0 Release of Payroll Information

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

9.0 Prohibition on Requests for Commercial Uses

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


10.0 Records as Public Property

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

11.0 Index of Public Records

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

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

| | |
|---|---|
|  | <p>Title: Public Records Request Policy</p> <p>Number: POL-205</p> <p>Effective: November 19, 2019</p> <p>Cancel: Resolution No. 2014-07</p> <p>Prepared by: Tracy Becht, Public Records Officer</p> <p>Approved by: Authority Board Resolution No. 2019-34</p> |
|---|---|

12.0 Prohibitions and Exemptions

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

13.0 Protection of Records

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

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

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

14.0 Disclaimer of Liability

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

15.0 Notification to Affected Persons

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

RESOLUTION NO. 2019-34

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ADOPTING A PUBLIC RECORDS REQUEST POLICY (POL-205) WHICH
SHALL SUPERSEDE AND REPLACE IN FULL THE PREVIOUSLY ADOPTED
PUBLIC RECORDS REQUEST POLICY ADOPTED BY
RESOLUTION NO. 2014-07.**

WHEREAS, the Mason Transit Authority Board previously adopted a public records request policy by Resolution No. 2014-07; and

WHEREAS, it is necessary to have the policy in MTA's current format, as well as update the policy so that it is in alignment with current federal and state laws and the Public Records Act;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the Public Records Request Policy (POL-205), which is attached hereto and incorporated herein, be established and adopted; and

BE IT FURTHER RESOLVED that Resolution No. 2014-07 shall be rescinded and replaced by this resolution.

Adopted this 19th day of November, 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 5 – *Actionable*
Subject: Records Management Policy (POL-206)
Prepared by: Tracy Becht, Public Records Officer
Approved by: Danette Brannin, General Manager
Date: November 19, 2019

Background:

The purpose of this policy is to provide requirements and guidelines for MTA Board members, employees and volunteers relating to all MTA records, regardless of format. This policy is in support of MTA fulfilling its mission and responsibilities as required by RCW 40.14 (preservation and proper destruction of records) and RCW 42.56 (the Public Records Act).

This policy has been reviewed by the Policy Committee and legal counsel.

Summary: Approve Records Management Policy (POL-206)

Fiscal Impact:


None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2019-35 and the attached Records Management Policy (POL-206).

| | |
|---|--|
|  | <p>Title: Records Management Policy</p> <p>Number: 206</p> <p>Effective: November 19, 2019</p> <p> Cancels: N/A</p> <p>Prepared by: Tracy Becht, Public Records Officer</p> <p>Approved by: Authority Board Resolution No. 2019-35</p> |
|---|--|

POL-206 RECORDS MANAGEMENT POLICY

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

1.0 Purpose

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

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

2.0 Policy

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

3.0 Responsibility/Authority:

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



| | |
|---------------------|---|
| Title: | Records Management Policy |
| Number: | 206 |
| Effective: | November 19, 2019 |
| Cancels: | N/A |
| Prepared by: | Tracy Becht, Public Records Officer |
| Approved by: | Authority Board Resolution No. 2019-35 |

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

4.0 Definitions

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

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

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

Essential Record: Essential records are those records that MTA must have in order to resume core functions and maintain or resume business continuity following a disaster, and support MTA's legal authority, responsibility, rights and financial status; are necessary to resume and restore operations; and document the rights and obligations of MTA employees and citizens. Essential records require extra care to ensure they are adequately backed up and recoverable in the event of a disaster, such as a fireproof cabinet or backup of electronic records on a remote server. While the retention requirements for essential records may range from very short-term to archival, security backup of these public records shall be created and may be deposited with Washington State Archives.

Inactive Record: A record used or accessed in an office infrequently or no longer used in the conduct of current business, but still required to be kept by the Retention Schedule for legal or historical purposes. Inactive records in other than electronic format shall be stored in the Records Vault until the assigned retention period has been satisfied and shall be transferred to the Washington State



| | |
|---------------------|---|
| Title: | Records Management Policy |
| Number: | 206 |
| Effective: | November 19, 2019 |
| Cancel: | N/A |
| Prepared by: | Tracy Becht, Public Records Officer |
| Approved by: | Authority Board Resolution No. 2019-35 |

Archives for permanent retention. Inactive records in electronic format shall be transferred electronically to the Washington State Archives.

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

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


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

Retention Schedule: That document setting forth requirements adopted by the Washington State Archivist & Local Records Committee which specifies the length of time each record series will be retained by Mason Transit Authority, whether the record is designated essential, archival or potentially archival, and final disposition of the Public Record.

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

Record Series: Any group of Public Records that is used as a unit, filed as a unit and can be disposed of as a unit.

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

| | |
|---|---|
|  | <p>Title: Records Management Policy</p> <p>Number: 206</p> <p>Effective: November 19, 2019</p> <p>Cancels: N/A</p> <p>Prepared by: Tracy Becht, Public Records Officer</p> <p>Approved by: Authority Board Resolution No. 2019-35</p> |
|---|---|

5.0 Record Retention

- 5.1 The Retention Schedules and RCW 40.14 provides Mason Transit Authority with the legal authority to destroy Public Records only after the minimum retention period listed in the Retention Schedules has been met. The retention period is the minimum time that records must be kept.
- 5.2 All destruction of any Public Records, except Transitory Documents, shall be performed and recorded by the Public Records Officer.
- 5.3 Confidential or sensitive records, including non-paper media, must be reduced to an illegible condition when destroyed.

6.0 Electronic Records

- 6.1 Electronic records must be retained in electronic format and remain useable, searchable, retrievable, and authentic for the applicable retention period. Printing and retaining a hard copy is not a substitute for the electronic version. Examples of electronic records include web pages, databases, records “born” in a digital format.
- 6.2 Electronic records must be retained and disposed of based on content rather than format. The Retention Schedule applies to all formats of records, as set forth in RCW 40.14.010
- 6.3 In making decisions about how long to retain electronic records, the Retention Schedule is the *minimum* requirement MTA must hold a record and should be used as a guide as much as possible. The Manager is responsible for determining whether or not it would be better for MTA to retain records for a longer period of time and notify the Public Records Officer for inventory, and if appropriate, storage purposes with a new destruction date to be determined.

7.0 E-mail Employer’s Right to Access

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



| | |
|---------------------|---|
| Title: | Records Management Policy |
| Number: | 206 |
| Effective: | November 19, 2019 |
| Cancels: | N/A |
| Prepared by: | Tracy Becht, Public Records Officer |
| Approved by: | Authority Board Resolution No. 2019-35 |

and functions of MTA. Employees may be required by MTA to search personal devices for any public records and turn over such records to the Public Records Officer.

8.0 Legal Holds and Public Records Requests

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

DRAFT

RESOLUTION NO. 2019-35

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ADOPTING A RECORDS MANAGEMENT POLICY (POL-206).**

WHEREAS, Mason Transit Authority wishes to provide a policy that sets forth requirements and guidelines for its Board members, employees and volunteers relating to all MTA records in support of its mission and responsibilities as required by RCW 40.14 and RCW 42.56;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the Records Management Policy (POL-206), which is attached hereto and incorporated herein, be established and adopted.

Adopted this 19th day of November, 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: Informational Report Item 1 - *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: November 19, 2019

Summary for Discussion Purposes:

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

Permitting: Building permit plans are in progress for the Belfair park and ride. Plans are anticipated to be submitted in November 2019.

Site permits are all approved for current construction. The SEPA determination was made on 4/12/19.

WSDOT Submittal Timeline

- 10/18/18 – SCJ submitted the Roundabout Plan for Approval (PFA) to WSDOT.*
- 11/08/18 – WSDOT provided first round comments on the PFA package.
- 11/27/18 – SCJ re-submitted the PFA package with comments addressed.
- 11/30/18 – WSDOT provided additional comments on the PFA package.
- 12/14/18 – SCJ re-submitted the PFA package with comments addressed.
- 01/14/19 – WSDOT indicated there were no further comments on the PFA was ready for signature.
- 01/24/19 – WSDOT came back with additional design comments.
- 01/28/19 – SCJ met with WSDOT to address design comments in person.
- 01/31/19 – SCJ re-submitted PFA package based on WSDOT's direction.
- 02/04/19 – WSDOT provided different design direction than the meeting consensus.
- 02/06/19 – SCJ re-submitted to WSDOT with revised design changes.
- 04/03/19 – WSDOT officially approves PFA package.
- 04/08/19 – SCJ submits Full Package Submittal (FPS) to WSDOT.**
- 05/07/19 – WSDOT provides partial comments on FPS package.
- 06/12/19 – WSDOT provides remaining comments on FPS package.
- 07/26/19 – SCJ submits FPS 2 to WSDOT with revised design changes.
- 08/13/19 – WSDOT provides comments on FPS 2 package.
- 09/06/19 – SCJ submits FPS 3 to WSDOT with revised design changes.
- 09/20/19 – Received comments from WSDOT
- 10/3/19 – Met with WSDOT regarding ROW acquisition and Utility Relocation
- 11/7/19 – WSDOT package resubmitted. (Anticipated final review)
- 11/18/19 – *WSDOT signature of Construction Agreement pending land transition.*

*WSDOT Plan for Approval – The Plan for Approval package is the process where WSDOT evaluates the design of the roundabout and how it will perform (car speeds through the roundabout, pedestrian access, truck turning movements, sight distance).

**WSDOT Full Package Submittal – The Full Package Submittal includes the full plan set (roadway design, stormwater, pavement markings, illumination, etc), the project specifications, and the Hydraulics report. The Full Package Submittal is submitted after PFA approval.

Log Yard Road/SR 3 Roundabout Project: This project was advertised on 8/29/19. Bids will be opened on 9/20/19. The final items that need to be completed before construction can start are:

- WSDOT Construction Agreement – With transition of land to MTA this should be streamlined. Target 11/18/19
- Mason County Grading Permit – Approved 10/7/19
- Right of Way Dedication – Changed based on transition to MTA from Overton.
- NPDES – Construction Stormwater Permit – Approved 10/24/19
- **Construction**
 - ACI started clearing on 11/11/19.

ACI is under contract. SCJ is facilitating procurement of the county permit documents to allow ACI to get started on the county portion of the project while the WSDOT portion wraps up.

Pear Orchard Construction: The NPDES Construction Stormwater Permit has been transferred to the City of Shelton. This project is pending further contamination investigation by the city.

Construction Documents: Construction Document/Bid Packages are ready for Pickering Road and Cole Road.

Other progress: Parsons delivered a topographic survey to SCJ. SCJ is in the process of progressing design to a point to develop a construction cost estimate. The cost estimate will facilitate cost sharing conversation between the MTA Park and Ride project and the Coffee Creek Fish Passage Project.

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Report Item 2 – *Informational*

Subject: Management Reports

Prepared by: Tracy Becht, Executive Assistant

Approved by: Danette Brannin, General Manager

Date: November 19, 2019

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board November 19, 2019

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board November 19, 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.
- Construction has started on the roundabout at Log Yard Rd & SR3. We have received approval for the Construction Agreement from WSDOT. We had a pre-construction meeting on November 1 and work began the week of November 11.
- Funding for the roundabout is in Regional Mobility Grants under the Multimodal account that will be impacted by the passage of I-976. At this time, I am not sure what the impact to MTA's project will be and when the impact would occur. We are in a good position with our project since we are under contract with ACI but I cannot guarantee what will happen. However, I am confident we will be able to complete the project with no funding issues either by utilizing grant funds or local funds.

T-CC Parking Lot: The parking lot went out to bid on November 4. This is being handled by the city of Shelton. We have received an informal approval for an extension of the grant to June 30, 2020 but the City has to submit the formal request. We will have a beautiful parking lot that will enhance downtown that will be sitting on a clean site!

WSTIP: Attended Monthly Executive Committee Meeting and Emerging Risk & Opportunities Meeting.

WSTA: Attended 4th Quarter Board Meeting.

PRTPO: Attended November meeting via virtual meeting.

Training:

- Participated in webinar on employee engagement and culture. Topic addressed how to effectively use appreciation and recognition.
- Attended AWC Expo.
- Participated in webinar on Paid Family and Medical Leave hosted by Summit Law.
- Attended three-day training on Management of Transit Projects.

Internal Activities:

- Usual meetings with the Executive Team and Leadership Team. Miscellaneous meetings with staff.
- Participated in presentation of Ecolane for scheduling software.
- Met with executive team for 2020 planning meetings.
- Met with marketing firm. Finished fact sheet document. Working on service brochure and graphic ideas.
- Reviewed and edited policies.
- Prepared for Policy Review committee meeting but was not in attendance.
- Met with OPs staff regarding Dial-a-Ride and service changes. Met with driver and Assistant Ops Manager on customer service.
- Reviewed budget narrative and made edits.
- Continued meeting with committee regarding employee engagement. We finished updating the Employee Recognition policy and moved it forward to the Policy Committee.

Board Assistance, Awareness and Support:

- Passage of I-976 will eventually impact MTA.
- Support of staff wages and recognition.
- Service changes upcoming will be focused on improving Dial-a-Ride, peak service increase to Olympia, added Zipper times and Route 2 elimination due to very low ridership. We will serve the Union/SR106 with DAR plus added trip to Route 1.

TEAM UPDATES

ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

HR Support

- Assisted several employees with FMLA needs.
- Hosted employee benefit fair.

Recruiting

- No activity.

Administrative Functions

- Continue review of budget assumptions in a post I-976 environment.
- Hosted Public Hearing for 2020 Budget. There were no attendees.
- Reviewed L & I safety inspection report. Minor facility corrections have been achieved, language updates to the Health and Safety plan are in progress.
- Review budget narrative for board presentation.
- Reviewed and edited policies.
- Attended Policy Review Committee meeting.
- Visited Jefferson Transit to review their prevailing wage processes.
- Attended WSTIP Emerging Risks and Opportunities Committee meeting.
- Participated in Manager Strategic Planning workshops.
- Cycle count for vehicle parts.

Training.

- Supervisors recently came together to attend a Summit Law webinar: Effective Performance Evaluations.
- Christina and Marshall attended classroom MRSC prevailing wage training.
- Haley attended HIPAA Compliance Training webinar offered by Association of Washington Cities.
- Attended SHRM Chapter breakfast meeting, guest speaker Small Business Specialist for Employment Security to discuss the upcoming implementation of PFML.
- Attended AWC Member Expo.

MAINTENANCE/FACILITIES – Marshall Krier

Outreach:

- Brenton Schnitzer, Kathy Geist and I attended the Shelton School District Career and Technical Advisory event on November 6th.
- I attended the Shelton CTE event and Automotive Advisory meeting on October 23 at Shelton High School.
- Several staff from Twin Transit toured our facility and fleet on November 7th. They had questions about our maintenance software, parts and purchasing.
- Attended Labor and industries Prevailing Wage training.
- Watched webinar on performing effective Employee Evaluations.

Johns Prairie and Belfair Building Projects/Purchases/Maintenance:

- Installed new hot water tank in building one.
- Scheduling backflow valve repairs with Knight Fire.
- Installed a bus shelter at the Washington Correction center.
- Completing Kiosk/Shelter for installation at the T-CC. The kiosk as a bright sign, cell phone chargers and information and schedule racks.

Vehicle Projects/Purchases/Maintenance:

- Cummins NW will begin the engine replacement for bus 302 soon.
- Conducted preproduction meeting with Gillig for the 40' diesel powered worker driver buses.
- Continuing with the procurement for the nine cutaways.

T-CC Facility:

- **Gym.** Fall programs and events are beginning to ramp up at the T-CC. CHOICE PE attendance was at 704 students for October. Pickle ball players numbered 374 for October. We hosted several fall programs and events at the T-CC in October including:
 - Mason County Early Learning Coalition Fun Fair (75 guests);
 - 4-H sponsored Fall Fair (over 100 attendees);
 - “Ghouls Night Out” Halloween Bizarre (60 shoppers);

- DSHS/Worksource Resource and Job Fair (over 160 jobseekers); and
- a weeklong Seventh Day Adventist Prayer service that drew around 200 patrons over the course of the week.

The holidays have arrived and usage is up once again. Total gym numbers for October were around 1,560 users.

- **Conference Room:** Conference room use came in at 149 people for October. We hosted MTA sponsored events (training and volunteer drivers' luncheon), as well as our monthly F.E.S.S. sponsored "Consider the Children" classes (20 students). NW Life Centers service attracted 32 participants this month and the A.R.C. of the Peninsula's program "Healthy Relationships" started back up for 2019 and attracted 15 participants for their first meeting.
- **Kitchen:** We welcomed a new kitchen user "Tamales Dona Mary" to the T-CC and she will be utilizing the kitchen at the T-CC on a regular basis to craft homemade tamales, empanadas, and other Spanish cuisine. Oysterfest brought several local organizations to the kitchen to prepare their fare for the festival. These included Shelton Rotary Club, Sanderson Field RC Flyers and Taylor Seafoods. We also welcomed back Olympic College for a pastry class. Total numbers for the kitchen in October were 58 visitors.
- **Operations:** Supported Matt C., Trina G., Joseph H., and John M., with OPs issues. Coordinated with Operations ticket office employees for lunch and shift coverages. Submitted revised 2019 budget to finance. Continuing discussions with LeeAnn M. and Marshall K. regarding "Pre-vailing wage"

Projects/Purchases

- Training on power plow operation and move to T-CC for winter.
- Discussions regarding bus shelter transport and installation at T-CC.
- Update Lease/Use Agreements and obtain Certificates of Liability from all T-CC tenants to ensure documentation is current.

Maintenance

- Completed routine inspections for kitchen, fire extinguisher and elevator with no issues.
- Provide set-up assistance at events.
- T-CC camera focus and adjustments to improve security around facility.
- Attention to routine maintenance of outside areas of T-CC, such as atrium, sidewalks and gardens.
- Attention to winterizing tasks, such as ice melt for the bus lanes, light bulb replacements and drum drip.
- Attention to other unscheduled maintenance tasks in kitchen, conference room table wheels and storage room organization.
- Bird trapping around facility as winter nesting begins.

OPERATIONS – Mike Ringgenberg

- **Earthquake Drill:** MTA participated in the nationwide earthquake drill on Oct 17, 25 staff members participated in the drill.
- **Service Review Committee:** SRC is working on changes to our system that will into effect on February 3, 2020. Public hearings will be held on December 11 at 6:00 PM at the T-CC and December 12 at 6:00 PM at the North Mason Timberland Library in Belfair. Community Conversation meetings will be held following both public hearings.
- **Training:** 4 Operation supervisors attended Stepping Up to Supervisor training. 3 Operation supervisors attended Successfully Managing People & Performance training and 2 Operation supervisors attended Legal Issues for Supervisors training. Trina trained 5 individuals in CPR/AED/FA and Mike trained 3 individuals in CPR/AED/FA. Trina trained 2 individuals in Defensive driving for vanpool drivers.
- **Operations supervisors:** Conducted 9 ride recovers and performed 21 driver assists.
- **Outreach presentations:** During the month of October, Kathy conducted outreach events at: Oysterfest, Mason DSHS Hiring and Resource fair, Mason County Memory Loss Support Group (Transportation Options-The HUB), Alpine Way Travel Training, DSHS State Wellness Fair (Olympia), Mason County Community Summit, Family Fun Fair@ T-CC (Shelton School District), Shelton Downtown Association, and a Halloween Extravaganza @T-CC. Kathy attended the following meetings TIP CAP monthly meeting and TIP-CAP planning meeting for outreach events.
- **Vanpool:** Usage rate for October 2019 was 80%; 8 of 10 vans were in use.
- **WSTA:** I attended the WSTA Operations Committee meeting hosted by Pierce Transit October.

2019 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

| 2019 Work Items | Completed as of 11/19/19 | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | Progress |
|--|--------------------------|-------------|-------------|-------------|-------------|---|
| Strategic Plan Approved | X | Δ | | | | Done! |
| Employee Handbook Approved | | Δ | | | | Continued work. |
| Create Financial Management Policy Manual | | | Δ | Δ | | This is going to move to 2020 or be changed to just creating financial policies needed. LeeAnn is going to do some research. |
| 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 | X | Δ | Δ | Δ | | All the policies are complete. Route Deviation is not going to be a policy - only instructions and procedures to the drivers. Add Lost and Found to the policy list and it has been completed. |
| 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 | X | Δ | Δ | Δ | | Employee Recognition Policy has been updated and the committee will continue to work on employee engagement. |
| Wage analysis | X | Δ | Δ | | | This has been completed and has been brought to the Board Finance Committee for discussion. The Comm Center wage analysis will be completed in 2020 |
| Union Negotiations | X | | Δ | Δ | | The contract has been tentatively agreed upon. |
| Quarterly driver training | | Δ | Δ | Δ | Δ | 4th Quarter training is in process. |
| 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 are scheduled for Dec 10 and 11 |
| 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 | X | | | Δ | Δ | Completed. |
| 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 | | | Completed. |
| 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 update. |