



## AGENDA

Mason Transit Authority Board  
Regular Meeting  
January 21, 2020, 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

### ELECTION OF OFFICERS

### CONSENT AGENDA – ACTION

1. Pg. 003: Approval of Minutes: Approval of the minutes of the December 17, 2019 MTA regular Board meeting.
2. Pg. 007: Financial Reports: December, 2019
3. Pg. 014: Check Approval: December 12, 2019 – January 16, 2020

### REGULAR AGENDA

#### UNFINISHED BUSINESS:

1. Pg. 024: Strategic Plan for Approval – Resolution No. 2020-01 – *ACTIONABLE* (Danette)

#### NEW BUSINESS:

1. Pg. 038: LMTAAA Contract – *ACTIONABLE* (LeeAnn)
2. Pg. 093: Change Order #1 – Roundabout Project – *INFORMATIONAL* (Danette)
3. Pg. 097: Salary Compensation and Wage Matrix – Resolution No. 2020-02 – *ACTIONABLE* (LeeAnn)
4. Pg. 101: Capital Grant Agreement PTD005 – Resolution No. 2020-03 – *ACTIONABLE* (Danette)
5. Pg. 120: Appointment of Citizen Adviser to MTA Authority Board - *ACTIONABLE* (Danette)

### INFORMATIONAL

#### *Reports*

1. Pg. 125: Park and Ride Update
2. Pg. 127: Management Reports
3. Pg. 134: Operational Reports

### GENERAL MANAGER'S REPORT

### COMMENTS BY BOARD

**PUBLIC COMMENT**

**ADJOURNMENT**

**UPCOMING MEETINGS:**

**MTA Board Meeting**

**Mason Transit Authority  
Regular Meeting  
February 18, 2020 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.*



**OPENING PROTOCOL**

**CALL TO ORDER:** 4:02 p.m.

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

**Authority Voting Board Members Not Present:** [None.]

**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; Robert Johnson, Legal Counsel; Danette Brannin, General Manager; LeeAnn McNulty, Administrative Services Manager; Mike Ringgenberg, Operations Manager and Marshall Krier, Maintenance and Facilities Manager.

**ACCEPTANCE OF AGENDA**

**Moved** that the agenda for the December 17, 2019 Mason Transit Authority (MTA) regular board meeting be amended to reflect the Informational Presentation would not be made until the January 21, 2020 meeting. **Shutty/Martin. Motion carried.**

**PUBLIC COMMENT** – None – no public in attendance.

**CONSENT AGENDA**

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

1. **Moved** to approve the draft minutes of the MTA Board regular meeting of November 19, 2019.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for November 2019 as presented.

3. **Moved** that the Mason Transit Authority Board approve the payments of November 14, 2019 through December 11, 2019 financial obligations on checks #33450 through #33551, as presented for a total of \$642,939.67.

**Shutty/Trask. Motion carried.**

## **REGULAR AGENDA**

### **UNFINISHED BUSINESS**

1. **2020 Budget for Approval** – Danette Brannin, General Manager, brought the Board's attention to the increase in wages that are included in the budget as a result of the wage analysis completed. Additionally, LeeAnn McNulty, Administrative Services Manager, added that even with increasing the wages, some positions are still at the lower end of the wage range. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-30, adopting the 2020 Budget with Gross Operating Revenues of \$7,889,988 and Total Operating Expenses of \$7,889,988 with Net Income from Operations of \$0. **Trask/Martin. Motion carried.**
2. **Final View of 2020 Regular Meeting Calendar** – Tracy Becht, Board Clerk, indicated that she had researched information requested by the Board at October meeting and that the meeting room for the Mason County Fire District #1 was available for the April meeting. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-32 establishing the 2020 schedule of regular MTA Authority Board meetings. **Shutty/Petersen. Motion carried.**
3. **Strategic Plan** – Ms. Brannin described the evolution of the strategic plan from its beginning, which was more of a work plan back then and now in its present state, is a set of static goals and objectives. Moving forward, the annual work plans will be developed around those identified goals and objectives. After further refinements, Ms. Brannin will bring the proposed Strategic Plan to the Board for approval.

### **NEW BUSINESS**

1. **Service Animal and Pets Policy (POL-508)** – Mike Ringgenberg, Operations Manager, described the need for the policy and that it had been reviewed by the Policy Committee and legal counsel. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-33 and the attached Service Animal and Pets Policy (POL-508). **Shutty/Trask. Motion carried.**
2. **No Show Policy (POL-509)** – Mr. Ringgenberg described to the Board that this policy addresses riders that schedule service and repeatedly do not use the trip they scheduled with MTA. This policy has also been reviewed by the Policy Committee and legal counsel. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-34 and the attached No Show Policy (POL-509). **Campbell/Martin. Motion carried.**
3. **Public Records Request Policy (POL-205)** – Ms. Becht shared with the Board that MTA had previously approved a public records request policy in an outdated format which was attached as Exhibit A to Resolution No. 2014-07. This new version has been updated to be in better alignment with federal and state laws and the Public Records Act. This policy has also been reviewed and approved by the Policy Committee and legal counsel. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-35 and the attached Public Records Request Policy (POL-205). **Shutty/Petersen. Motion carried.**

4. **Records Management Policy (POL-206)** – Ms. Becht described to the Board the need to have a policy relating to records management so that all employees would understand the need for and process of managing records for MTA. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-36 and the attached Records Management Policy (POL-206). **Trask/Dorcy. Motion carried.**
5. **MTA Ridership Incentive Policy (POL-201)** – Ms. McNulty shared with the Board the updates to the policy and new standards that would apply, as well as confirmed that the policy had been reviewed by the Policy Committee and legal counsel. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-37 and the attached MTA Ridership Incentive Policy (POL-201). **Shutty/Tarzwel. Motion carried.**
6. **Paid Family & Medical Leave (PFML) Policy (POL-311)** – Ms. McNulty said that the policy was necessary as it would be in coordination with the upcoming law beginning in 2020. The policy template was provided by Summit Law and was also reviewed by the Policy Committee and legal counsel. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-38 and the attached Paid Family & Medical Leave Policy (POL-311). **Campbell/Trask. Motion carried.**
7. **Update to Shared Leave Policy (POL-200)** – Ms. McNulty indicated that the updates to this policy were to bring it in alignment with the Paid Family & Medical Leave (PFML) Policy and in conformity with other regulations. Once all of the current collective bargaining agreements have expired, this policy will be rescinded. This policy also had been reviewed by the Policy Committee and legal counsel. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-39 and the attached Shared Leave Policy (POL-200). **Shutty/Trask. Motion carried.**
8. **Employee Recognition Policy (POL-302)** – Ms. McNulty informed the Board that this policy is being updated to provide for an Employee Engagement Committee and its function, as well as update recognition events, employee appreciation days and the annual WSDOT Wall of Fame annual recognition program. She also indicated there would no longer be a General Manager award and instead, an Employee of the Year award. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-40 and the attached Employee Recognition Policy (POL-302). **Campbell/Petersen. Motion carried.**
9. **Surplus Computer Equipment** – Ms. Brannin shared with the Board that the surplus computer equipment was no longer needed as a result of the upgrade performed earlier this year and recommends that the equipment be surplus. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-41 regarding the disposal of the assets as set forth in Exhibit A to that resolution. **Tarzwel/Shutty. Motion carried.**
10. **Park & Ride Project – Change Orders** – Ms. Brannin described for the Board the threshold of the current parameters of her authority for change orders and that the size and scope of the Park & Ride project will have change orders that are significantly above that threshold. In an effort to keep this project on track without costly slowdowns or wait time, she is requesting that the Board provide her with the authority to approve up to \$120,000 per change order. The authority requested by Ms. Brannin relates only for the current contract with Active Construction Inc. to construct the roundabout and preliminary site preparation or through June 30, 2020, whichever is earlier. **Moved** that the Mason Transit Authority Board approve the General Manager to approve change orders up to \$120,000 relating to the current contract with ACI, through completion of the roundabout and preliminary site preparation or until June 30, 2020, whichever date is earliest. **Petersen/Progreba. Motion carried.**

11. **Update to Procurement Policy (POL-407)** – Ms. McNulty informed the Board that MTA has been continuing to recognize the existing \$3,000 micro-purchase threshold, and in the past year has found it to be more cumbersome than necessary when making purchases. This is due to having to include federal stipulations for purchases between \$3,000 and \$10,000 when not required by the FTA but MTA's existing policy. The proposed changes to the policy have been reviewed by the Policy Committee and legal counsel. **Moved** that the Mason Transit Authority Board approve Resolution No. 2019-42 and the attached Procurement Policy (POL-407). **Trask/Shutty. Motion carried.**

**INFORMATIONAL**

Ms. Brannin spoke to the Board about the possibility of a lobbyist being hired to assist with the upcoming legislative session and that the \$20,000 cost has been included in the 2020 budget. Additionally, Ms. Brannin went over the MTA 2019 Accomplishments Report.

**GENERAL MANAGER'S REPORT**

No additional comments.

**COMMENTS BY THE BOARD**

Board member Campbell commented that MTA had made great progress last year and even more this year.

The Board Chair commented that the Park & Ride project is good for North Mason County as well as for MTA.

Board member Dorcy indicated that the EPA study on the Pear Orchard property has been completed. He expressed hope that he would hear about the parking lot at the City Council meeting being held later that evening.

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

**Moved** that the meeting be adjourned.

**ADJOURNED** 5:24 p.m.

**UPCOMING MEETINGS AND PUBLIC HEARINGS**

**MTA Board Meeting**

**Mason Transit Authority  
Regular Meeting  
January 21, 2020 at 4:00 p.m.  
Transit-Community Center  
601 West Franklin Street  
Shelton**

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Consent Agenda – Item 2 – *Actionable*  
**Subject:** Financial Reports – December 2019  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 21, 2020

**Summary for Discussion Purposes:**

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

The 2019 YTD totals should be considered in draft form as additional expenses may be added post board meeting. There will be additional revenue adjustments to sales tax revenue based on actual amounts to be received January 31 and February 29. Grant revenue will have an adjustment based on December’s actual reimbursement amount to be submitted by January 31. Wages and benefits expense will be updated to include the last two weeks of December wages paid January 10.

**Highlights:**

*Sales Tax Revenue*

Sales tax revenue for October 2019 (received December 31, 2019) was \$439,534, 2% higher than October 2018, sales tax revenue is currently 16% higher YTD 2019 over 2018.

*Year-to-Date Revenue & Expenses*

It is expected that YTD revenue and expenses would be at 100% (12/12) of the budget through the end of the year. Total YTD Revenue is over budget at 123.05% largely due to favorable sales tax. In addition to favorable sales tax, higher operating grant revenue is primarily the result of inserting received sales tax equalization dollars in to the operating grant. Total YTD Operating Expenses are under budget at 91.66% after excluding \$146,071 of operating expenses covered by capital grants.

**Fiscal Impact:**

December’s fiscal impact reflects total revenues of \$678,024 and operating expenses of \$586,992 for a net income of \$91,032.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

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



# Mason Transit Authority Statement of Financial Activities

January 2020 Board Report

% through the year: 100.00%

December Statement of Financial Activities

	December Actual	2019 YTD Actual	2019 Budget	Notes	Percentage of Budget Used
<b>Revenue</b>					
Passenger Fares	\$ 7,715	\$ 96,358	\$ 103,500		93.10%
PSNS Worker/Driver & Vanpool Fares	21,942	243,523	265,000		91.90%
Total Operating Revenue (Fares)	29,657	339,881	368,500		92.23%
Sales Tax	362,654	5,192,752	3,936,179	(1)	131.92%
Operating Grants	254,107	3,571,887	3,189,554	(2)	111.99%
Rental Income	14,248	175,574	143,227		122.58%
Investment Income	13,545	178,661	45,000		397.02%
Other Non-operating Revenue	3,813	239,450	199,233	(3)	120.19%
Total Revenue	678,024	9,698,205	7,881,693		123.05%
<b>Expenses</b>					
Wages and Benefits	448,633	5,395,609	5,919,743		91.15%
Contracted services	14,640	222,853	208,223		107.03%
Fuel	33,205	384,880	400,250	(4)	96.16%
Vehicle/Facility Repair & Maintenance	32,565	352,929	351,750	(5)	100.34%
Insurance	19,623	235,477	235,477		100.00%
Intergovernmental - Audit Fees	-	31,649	31,000		102.09%
Rent - Facilities and Park & Ride	2,440	29,280	32,000		91.50%
Utilities	11,202	126,844	139,781		90.74%
Supplies & Small Equipment	16,891	263,525	131,720	(5)	200.06%
Training & Meetings	774	37,271	74,705		49.89%
Other operating expenses	7,019	122,880	174,863	(6)	70.27%
(Less Operating Expenses Covered by Capital Grants)	-	(146,071)		(5)	
Total Operating Expenses	586,992	7,057,126	7,699,512		91.66%
Net Income (Deficit) from Operations	\$ 91,032	\$ 2,641,079	\$ 182,181		
Pooled Reserves	114,351	1,473,685	120,000	(7)	1228.07%

## 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, October and November's actual, and December 2019's accrual.
- (3) Includes Q1 and Q2 2019's RMG actuals - \$113,000, LMTAAA Volunteer program revenue - \$34,689, Volunteer Donations - \$1,090, Sale of Maintenance Services \$4,639, Sale of Bus ads \$25,495, Community Van - \$6,338.
- (4) Average diesel price per gallon year to date is \$2.38. Average gasoline price per gallon year to date is \$2.87.
- (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 \$9,092, Volunteer Driver Program reimbursements \$35,447, Advertising \$22,235, Merchant/credit card fees \$7,202, Office Equipment Lease \$4,758, Dues, Memberships, Subscriptions \$31,347, 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 reserves.



# Mason Transit Authority Statement of Financial Activities - TCC

January 2020 Board Report

December Statement of Financial Activities

% through the year: 100.00%

	2019 December Actual	2019 YTD Actual	2019 Budget	Notes	% of Budget Used	YTD - Community Center	YTD - Transit Operations
<b>Revenue</b>							
T-CC Rental	\$ 12,618	\$ 156,018	\$ 125,630		124.19%	\$ 156,018	\$ -
Other Revenue	-	179	-			179	-
<b>Total Revenue</b>	<b>12,618</b>	<b>156,197</b>	<b>125,630</b>		<b>124.33%</b>	<b>156,197</b>	<b>-</b>
<b>Expenses</b>							
Wages and Benefits	10,352	130,907	132,383		98.89%	130,907	-
Contracted services	384	5,720	11,200		51.07%	4,792	928
Repair & Maintenance	1,541	15,975	14,500	(1)	110.17%	12,558	3,417
Insurance	1,306	15,673	15,673		100.00%	15,673	-
Utilities	4,498	45,760	48,370		94.60%	32,510	13,250
Supplies & Small Equipment	1,861	14,986	14,295	(2)	104.83%	8,977	6,009
Training & Meetings	-	-	450		0.00%	-	-
Other Operating Expenses	-	1,202	3,400		35.35%	1,131	71
(Less Operating Expenses Covered by Capital Grants)	-	(4,216)		(2)		(4,216)	
<b>Total Operating Expenses</b>	<b>19,942</b>	<b>226,007</b>	<b>240,271</b>		<b>94.06%</b>	<b>202,332</b>	<b>23,675</b>
<b>Net Income (Deficit) from Operations</b>	<b>\$ (7,324)</b>	<b>\$ (69,810)</b>	<b>\$ (114,641)</b>			<b>\$ (46,135)</b>	<b>\$ (23,675)</b>

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

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

# Mason Transit Authority Cash and Investments

January 2020 Board Report

## Cash Balances

	11/30/2019	12/31/2019	Change
Cash - MC Treasurer	1,491,065.19	1,649,215.48	158,150.29
Investments - MC Treasurer	9,869,104.63	10,000,000.00	130,895.37
Payroll - ACH Columbia Bank	200,000.03	200,000.12	0.09
Petty Cash/Cash Drawers	500.00	500.00	-
<b>TOTAL</b>	<b>\$ 11,560,669.85</b>	<b>\$ 11,849,715.60</b>	<b>\$ 289,045.75</b>

## Cash Encumbrances

### Grant Related:

Two (2) Hybrid Coaches for Worker/Driver Program 20% Match	296,538
Two (2) Diesel 40' Coaches 25% Match	301,015
Nine (9) Cutaway Replacement Vehicles 25% Match	244,401
Park & Ride Development Project RMG 2015-2019 Match	950,000
Parking Lot (DOE Grant)	102,500
<b>Total Grant Match</b>	<b>1,894,454</b>

### Reserves:

Total Grant Match	1,894,454
General Leave Liability	170,568
Emergency Operating Reserves	2,000,000
Facility Repair Reserve	150,000
Emergency/Insurance Reserves	100,000
Operating Grant Match Reserve	460,232
Future Operating Reserves	2,132,667
Capital Project Reserves <sup>1</sup> /Belfair Roundabout	1,406,728
Fuel Reserves	120,000
IT Investments	20,000
<b>Total Encumbered</b>	<b>8,454,649</b>

Total of Cash	\$ 11,849,715.60
Less Encumbrances	\$ 8,454,649.00
<b>Undesignated Cash Balance Total (Including Reserves)</b>	<b>\$ 3,395,066.60</b>
Investments - MC Treasurer (Reserves)	\$ 10,000,000.00
Less Encumbrances	\$ 8,454,649.00
<b>Undesignated Cash Reserves</b>	<b>\$ 1,545,351.00</b>

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

# Mason Transit Authority Capital Budget

January 2020 Board Report

As of December 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 - Overage funded from Technology Grant
T-CC Parking Lot	360,722	257,125	102,500	2,331	5,615	Parking lot behind TCC
Park & Ride Development - 2015-2019 RMG Funds	6,371,134	5,617,000	950,000	985,037	2,607,952	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	916	250,000	250,916	Replace roofs on buildings 3 and 4 at JP and other facility projects
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	22,519	83,430	Amenities and Signage for Bus Shelters. Expendable until June 30, 2019
Video Storage Upgrade	68,000	-	68,000	50,181	50,181	Upgrade Angeltrax - contingent on sales tax equalization
<b>Total Miscellaneous Capital Projects</b>	<b>7,619,856</b>	<b>6,588,325</b>	<b>1,227,216</b>	<b>1,447,079</b>	<b>3,135,105</b>	
2 Worker Driver Coaches	1,779,228	1,482,690	296,538	-	-	Replace low SGR ranking coaches
2 40' Coaches, 9 Cutaways	1,972,468	1,427,052	545,416	-	-	Replace low SGR ranking coaches and Cutaways
Staff Vehicles	105,000	105,000	-	104,070	104,070	To replace staff car and maintenance pickup
<b>Total Vehicle Replacements</b>	<b>3,856,696</b>	<b>3,014,742</b>	<b>841,954</b>	<b>104,070</b>	<b>104,070</b>	
<b>Total Capital Projects</b>	<b>\$ 11,476,552</b>	<b>\$ 9,603,067</b>	<b>\$ 2,069,170</b>	<b>\$ 1,551,149</b>	<b>\$ 3,239,175</b>	

Cash encumbered for Granted Related MTA Match Portion - \$1,894,454.

Capital Project Reserves - \$1,206,728 (Sales tax revenue above budgeted amount set aside in Capital Project Reserves monthly.)

# Mason Transit Authority Sales Tax Receipts

January 2020 Board Report

Sales Tax Collected as of 12/31/2019 for 10/31/2019

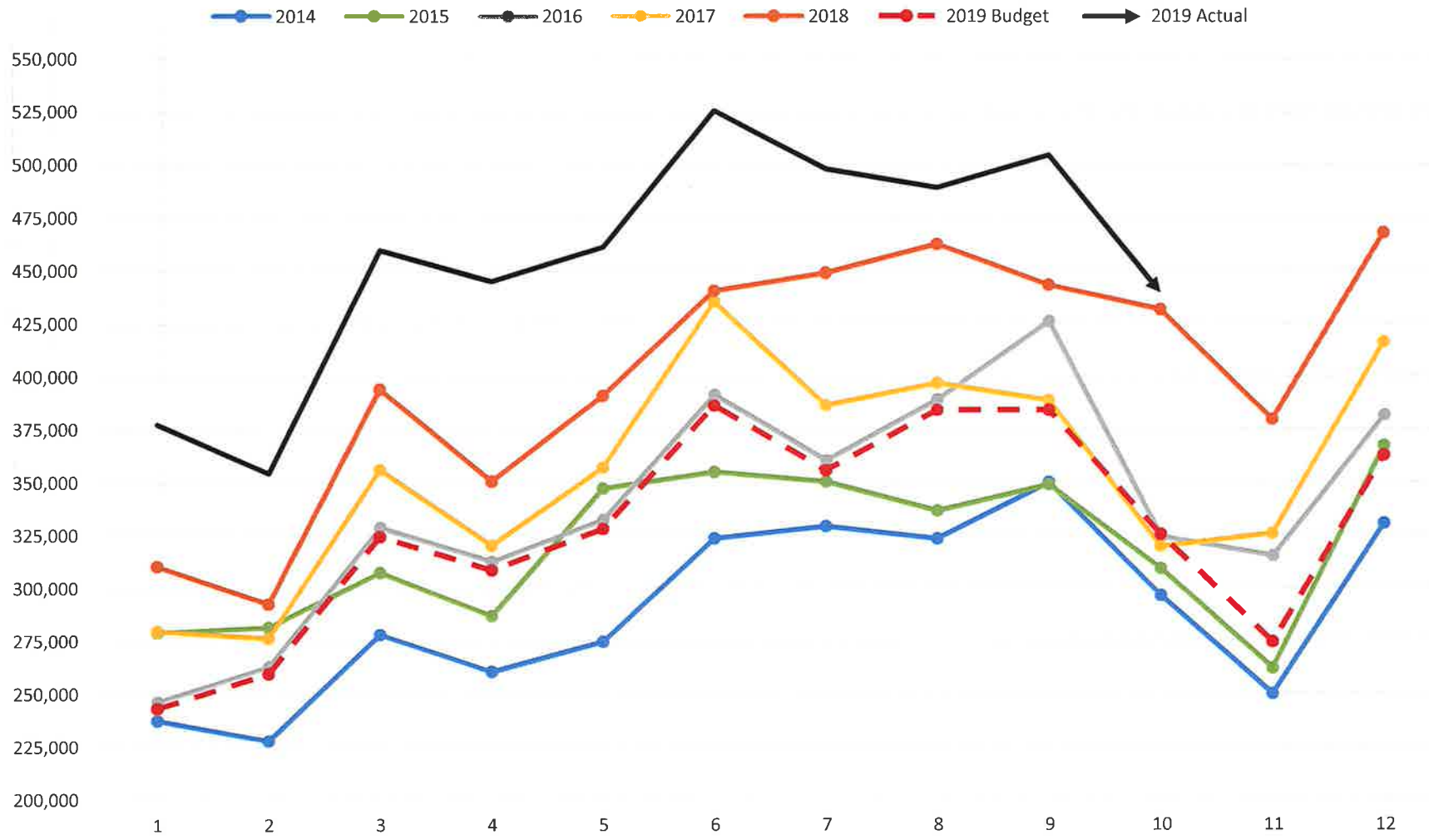
## Monthly Cash-Flow Trend (January - December)

	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	504,696	31%	14%
October	296,170	309,042	324,125	319,477	431,530	325,183	439,534	35%	2%
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	4,555,994		

Budget Variance Average - YTD 39%

% Change 2018 vs 2019 Actual Average - YTD 16%

# 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:** January 21, 2020

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

#### Disbursements:

- CCG Systems, Inc. dba FASTER Asset Solutions
  - Check #33564 – \$10,105.27 – Parts and Asset Management Software
- Remix Software, Inc.
  - Check #33581 – \$10,850.00 – Transportation Planning Software
- \*SCJ Alliance
  - Check #33583 – \$15,244.82 – Park & Ride Project
- \*Handi-Hut, Inc.
  - Check #33613 – \$6,325.00 – Bus Shelter for TCC
- \*Active Construction, Inc.
  - Check #33640 – \$494,229.71 – Park & Ride Project
- Washington State Transit Insurance Pool
  - Check #33701 – \$242,605.00 – Annual Insurance Premium

\*Disbursements grant eligible.

December Fuel Prices: Diesel \$2.32 Unleaded \$3.24

#### General Manager Travel Expenditures:

- No travel expenditures during this period.

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

\$1,388,260.56

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the payment of December 12, 2019 through January 16, 2020 financial obligations on checks #33552 through #33701, as presented for a total of \$1,388,260.56.



Mason Transit Authority  
January 21, 2020 Disbursement Approval

The following checks for the period of December 12, 2019 through January 16, 2020 have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Finance Department for review.

Description Accounts Payable Checks	Check Numbers 33552- 33701	Total Amount \$1,388,260.56
--	-------------------------------	--------------------------------

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 12/26/2019	33600	172,371.15
Payroll & DRS – 1/8/2019	33639	168,405.13
CCG Systems, Inc. dba Faster	33564	10,105.27
Remix Software, Inc.	33581	10,850.00
SCJ Alliance	33583	15,244.82
Handi-Hut, Inc.	33613	6,325.00
Active Construction, Inc.	33640	494,229.71
WSTIP	33701	242,605.00
<i>Check Spoilage</i>	<i>33696</i>	-

Submitted by:  Date: 1/14/20  
Brian Phillips, Accounting Supervisor

Approved by:  Date: 1-14-2020  
LeeAnn McNulty, Administrative Services Manager



# Mason Transit Authority Check Register

January 2020 Board Report

Activity From 12/12/2019 Through 1/16/2020

Document Date	Check #	Vendor Name	Amount
12/12/2019	33552	District 160	\$ 2,404.44
12/18/2019	33553	Advance Glass	280.70
12/18/2019	33554	AIG Retirement	315.84
12/18/2019	33555	Allstream	187.42
12/18/2019	33556	Aramark	311.40
12/18/2019	33557	Belfair Water District #1	178.59
12/18/2019	33558	Berg Marketing Group	1,319.44
12/18/2019	33559	City of Shelton	2,935.03
12/18/2019	33560	Cascade Natural Gas	1,841.78
12/18/2019	33561	Cummins Northwest, LLC	2,943.68
12/18/2019	33562	Department of Enterprise Services	300.00
12/18/2019	33563	EMC - Mason Transit	134.80
12/18/2019	33564	CCG Systems, Inc. dba FASTER Asset Solutions	10,105.27
12/18/2019	33565	Gillig, LLC	2,482.35
12/18/2019	33566	Robert W. Johnson, PLLC	1,600.00
12/18/2019	33567	Kitsap Transit	2,299.18
12/18/2019	33568	Les Schwab	3,703.92
12/18/2019	33569	Mason County Garbage, Inc.	262.47
12/18/2019	33570	Mason County PUD #3	3,392.11
12/18/2019	33571	Mason County Utilities/Waste Management	96.00
12/18/2019	33572	Mountain Mist Water	148.88
12/18/2019	33573	North Mason Chamber of Commerce	20.00
12/18/2019	33574	Office Depot, inc.	361.89
12/18/2019	33575	O'Reilly Auto Parts	260.77
12/18/2019	33576	Pacific Office Automation	632.51
12/18/2019	33577	Pitney Bowes	174.15
12/18/2019	33578	Pitney Bowes Purchase Power	171.00
12/18/2019	33579	Pacific Power Group, LLC	512.16
12/18/2019	33580	Progressive Business Publications	460.80
12/18/2019	33581	Remix Software, Inc.	10,850.00
12/18/2019	33582	Schetky Northwest Sales, Inc.	53.92
12/18/2019	33583	SCJ Alliance	15,244.82
12/18/2019	33584	Seattle Automotive Distributing	721.82
12/18/2019	33585	Shelton Mason County Chamber of Commerce	99.00
12/18/2019	33586	Mason County Journal	120.00
12/18/2019	33587	The Shoppers Weekly	985.77
12/18/2019	33588	Smarsh	656.00
12/18/2019	33589	Staples Business Advantage	355.08

# Mason Transit Authority Check Register

January 2020 Board Report

Activity From 12/12/2019 Through 1/16/2020

Document Date	Check #	Vendor Name	Amount
12/18/2019	33590	Super Bee Alignment	103.84
12/18/2019	33591	Titus-Will	5,483.75
12/18/2019	33592	Tozier Brothers, Inc.	150.94
12/18/2019	33593	United Way of Mason County	129.40
12/18/2019	33594	Verizon Wireless	417.06
12/18/2019	33595	Voyager Fleet Systems, Inc.	6,580.80
12/18/2019	33596	Washington Association of Public Records Officers	25.00
12/18/2019	33597	Westbay Auto Parts	877.90
12/18/2019	33598	Whisler Communications	2,893.91
12/18/2019	33599	AWorkSAFE Service, Inc.	454.00
12/26/2019	33600	Mason Transit Authority - ACH Account	172,371.15
12/31/2019	33601	Aflac	715.98
12/31/2019	33602	AIG Retirement	302.42
12/31/2019	33603	Stanley Convergent Security Solutions	1,844.57
12/31/2019	33604	Associated Petroleum Products, Inc.	20,937.71
12/31/2019	33605	Aramark	469.44
12/31/2019	33606	Bridge Church	90.00
12/31/2019	33607	Blanchard Electric & Fleet Supply	298.93
12/31/2019	33608	The Bus Coalition	750.00
12/31/2019	33609	Community Transportation Association NW	550.00
12/31/2019	33610	Cummins Northwest, LLC	200.84
12/31/2019	33611	EMC - Mason Transit	134.80
12/31/2019	33612	Gillig, LLC	812.78
12/31/2019	33613	Handi-Hut, Inc.	6,325.00
12/31/2019	33614	Hood Canal Communications	1,817.40
12/31/2019	33615	LegalShield	173.40
12/31/2019	33616	Les Schwab	532.90
12/31/2019	33617	Mason County Garbage, Inc.	437.04
12/31/2019	33618	Mason County PUD #3	2,218.33
12/31/2019	33619	Mountain Mist Water	65.34
12/31/2019	33620	Mood Media	108.36
12/31/2019	33621	North Mason Chamber of Commerce	475.00
12/31/2019	33622	Northridge Properties, LLC	1,500.00
12/31/2019	33623	Northwest Administrators	96,353.70
12/31/2019	33624	Office Depot, inc.	62.58
12/31/2019	33625	O'Reilly Auto Parts	91.33
12/31/2019	33626	Builders FirstSource	19.57
12/31/2019	33627	Schetky Northwest Sales, Inc.	165.43

# Mason Transit Authority Check Register

January 2020 Board Report

Activity From 12/12/2019 Through 1/16/2020

Document Date	Check #	Vendor Name	Amount
12/31/2019	33628	Seattle Automotive Distributing	1,929.30
12/31/2019	33629	South Sound Investment Properties, LLC	300.00
12/31/2019	33630	Staples Business Advantage	738.85
12/31/2019	33631	Super Bee Alignment	103.84
12/31/2019	33632	Titus-Will	5,249.11
12/31/2019	33633	Total Battery & Automotive Supply	180.70
12/31/2019	33634	Tozier Brothers, Inc.	20.66
12/31/2019	33635	United Way of Mason County	6.00
12/31/2019	33636	UPS Freight	407.64
12/31/2019	33637	Westbay Auto Parts	240.88
12/31/2019	33638	Westcare Clinic, Inc.	170.00
1/8/2020	33639	Mason Transit Authority - ACH Account	168,405.13
1/16/2020	33640	Active Construction, Inc.	494,229.71
1/16/2020	33641	Advance Glass	280.70
1/16/2020	33642	AIG Retirement	343.30
1/16/2020	33643	Stanley Convergent Security Solutions	239.36
1/16/2020	33644	Allstream	206.99
1/16/2020	33645	Ecolube Recovery, LLC dba American Petroleum E	54.25
1/16/2020	33646	Associated Petroleum Products, Inc.	978.80
1/16/2020	33647	Aramark	311.40
1/16/2020	33648	Judy Arms	649.60
1/16/2020	33649	Association of Washington Cities	7,471.07
1/16/2020	33650	Mick Baker	280.14
1/16/2020	33651	Belfair Water District #1	172.82
1/16/2020	33652	Fran Cavaille	46.40
1/16/2020	33653	City of Shelton	547.87
1/16/2020	33654	Cascade Natural Gas	2,218.24
1/16/2020	33655	Comcast	192.37
1/16/2020	33656	Cummins Northwest, LLC	585.47
1/16/2020	33657	Gene Currier	965.58
1/16/2020	33658	EMC - Mason Transit	134.80
1/16/2020	33659	Northwest Cascade Inc. DBA FloHawks	1,721.16
1/16/2020	33660	Gillig, LLC	330.25
1/16/2020	33661	Carolyn Gravatt-Bowles	894.32
1/16/2020	33662	Robert W. Johnson, PLLC	1,600.00
1/16/2020	33663	Kitsap Transit	1,979.32
1/16/2020	33664	Les Schwab	4,514.10
1/16/2020	33665	Mason County Garbage, Inc.	298.57

# Mason Transit Authority Check Register

January 2020 Board Report

Activity From 12/12/2019 Through 1/16/2020

Document Date	Check #	Vendor Name	Amount
1/16/2020	33666	Mason County PUD #3	3,254.23
1/16/2020	33667	Mason County Treasurer	255.00
1/16/2020	33668	Mason County Wood Recyclers	255.00
1/16/2020	33669	Eco Elite and Mathis Pest Management	146.48
1/16/2020	33670	Cheryl Moore	132.24
1/16/2020	33671	Mountain Mist Water	305.21
1/16/2020	33672	Nancy C. Murphy	37.70
1/16/2020	33673	ISSQUARED, Inc	3,110.15
1/16/2020	33674	Judy Nicholson	31.32
1/16/2020	33675	Office Depot, inc.	255.92
1/16/2020	33676	Pacific Office Automation	767.54
1/16/2020	33677	Pitney Bowes Purchase Power	171.00
1/16/2020	33678	Pacific Power Group, LLC	116.22
1/16/2020	33679	Builders FirstSource	49.08
1/16/2020	33680	Rexus Corporation	153.00
1/16/2020	33681	Julia Rene Roberts	129.92
1/16/2020	33682	Schetky Northwest Sales, Inc.	395.44
1/16/2020	33683	Seattle Automotive Distributing	444.85
1/16/2020	33684	Shelton Mason County Chamber of Commerce	20.00
1/16/2020	33685	Mason County Journal	696.00
1/16/2020	33686	The Shoppers Weekly	1,680.96
1/16/2020	33687	Smarsh	8,590.07
1/16/2020	33688	Staples Business Advantage	527.87
1/16/2020	33689	Summit Law Group	535.50
1/16/2020	33690	Titus-Will	3,160.37
1/16/2020	33691	Tozier Brothers, Inc.	16.90
1/16/2020	33692	United Way of Mason County	78.40
1/16/2020	33693	U.S. Bank	11,467.25
1/16/2020	33694	Verizon Wireless	417.06
1/16/2020	33695	Voyager Fleet Systems, Inc.	6,358.59
1/14/2020	33696	<i>Spoilage</i>	<i>0.00</i>
1/16/2020	33697	Westbay Auto Parts	1,022.41
1/16/2020	33698	Westcare Clinic, Inc.	170.00
1/16/2020	33699	Whisler Communications	5,351.59
1/16/2020	33700	AWorkSAFE Service, Inc.	690.00
1/16/2020	33701	Washington State Transit Insurance Pool	242,605.00
		Total	<u><u>1,388,260.56</u></u>

# Mason Transit Authority Credit Card Activity

January 2020 Board Report

## December Activity

GL Title	Transaction Description	Expenses	
Parts Inventory	Randy's Worldwide - Parts	\$ 369.24	
Other Prepays	Alaskan Airlines - Gillig Visit	206.60	
Other Prepays	DocuSign - Electronic signing subscirption	97.65	
Other Prepays	Hawthorne Suites - Reservation	1,124.06	
Other Prepays	Hawthorne Suites - Reservation fee	19.99	
Other Prepays	MRSC - Webinar PRA and OPMA Case law	35.00	
Construction in Progress P&R	Mason County Treasurer - Claim Deed Fee	112.79	GM
Wellness Expense	Amazon - Mats for Wellness Room	29.50	
Employee Recognition	ADCo Safety Award Store - Safety Pins	459.95	
Employee Recognition	Things Remembered - Pogreba Reognition of Service	59.68	
Postage	USPS - Parts for repair	14.35	
CDL Testing/DMV Checks	DOL - Volunteer Driver Abstract	13.00	
Facility Repair/Maintenance	Ebay - Switchers	6.09	
Facility Repair/Maintenance	Eyewash Direct - Eyewash Station Bldg 3	197.93	
Facility Repair/Maintenance	Lowes - Plumbing items	27.35	
Facility Repair/Maintenance	Walmart - Batteries	13.90	
Operating Supplies	Amazon - Flashlights	71.36	
Office Supplies	Amazon - Supervisor Growth Books	137.28	
Office Supplies	Amazon - Toner for Ops	150.82	
Office Supplies	Amazon - Toner for Ops	283.88	
Office Supplies	Walmart - Cups for Drivers	26.55	
Office Supplies	Walmart - Planner	10.91	GM
Cleaning/Sanitation Supplies	Safeway - Shampoo	4.67	
Cleaning/Sanitation Supplies	Safeway - Shampoo	11.42	
Cleaning/Sanitation Supplies	Walmart - Cleaning Supplies	17.39	
Cleaning/Sanitation Supplies	Walmart - Cleaning Supplies	42.59	
IT Equipment	Amazon - Firewall Replacment	2,352.15	
IT Equipment	Amazon - Firewall Replacment	2,622.45	
IT Equipment	Amazon - Ops Office cat 6	127.71	
Small Tools & Equipment	Amazon - Shampooer for carpets	140.08	
Small Tools & Equipment	Amazon - Shampooer for carpets	342.97	
Small Tools & Equipment	Cut Rate Vacuum - Cleaning Tool	7.64	
Small Tools & Equipment	Lowes - Cleaning Tool	7.19	
Small Tools & Equipment	Lowes - Dewalt Batteries	151.46	
Small Tools & Equipment	Mac Tools - Shop Tool	174.07	
Small Tools & Equipment	Tennant - Scrubber Parts	40.78	
Small Tools & Equipment	Tennant - Scrubber Parts	99.85	
Small Equipment & Furniture	Amazon - Commercial Coffee Urns	198.43	
Small Equipment & Furniture	Invoice	309.26	
Small Equipment & Furniture	Uline - Coffee Pots and mailboxes	65.15	
Travel & Meeting Expense MTA	Best Western - Ops Trainign Cali	351.63	
Travel & Meeting Expense MTA	Best Western - Rebate	(14.07)	
Travel & Meeting Expense MTA	Fred Meyer - December Board Meeting	26.36	
Travel & Meeting Expense MTA	Fred Meyer - December Board Meeting	59.97	

# Mason Transit Authority Credit Card Activity

January 2020 Board Report

## December Activity

<u>GL Title</u>	<u>Transaction Description</u>	<u>Expenses</u>
Travel & Meeting Expense MTA	Park and Fly - Ops Training Cali	51.71
Advertising/Promotion Media	The Executive Advertising - Blinking Lights	161.76
Advertising/Promotion Media	Toziers - Cable ties, LED Lights for Parade	60.88
Advertising/Promotion Media	Walmart - Christmas parade decorations	15.86
Advertising/Promotion Media	Walmart - Christmas parade decorations	20.01
Passenger Parking Facilities	Glacier - Belfair Parking	550.00
		Total <u>\$ 11,467.25</u>



12/30/19

## PURCHASE LOG

Name: Danette Brannin

Date Submitted

Department: Admin

12/30/19

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

Finance Use  
Only

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
12/10/19	Mason County Treasurer	file Quit Claim Need for Belfair Property	112.79	Y	1080315	CIP P/R	
12/25/19	Wal Mart	Planner	10.91	Y	10	515+230	

TOTAL \$ 123.70

Don't forget to attach original receipts

Signature: [Handwritten Signature]

Date

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





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

**Agenda Item:** Unfinished Business – Item 1 – *Actionable*  
**Subject:** Strategic Plan  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 21, 2020

### **Background:**

At our December meeting, the first draft of our proposed Strategic Plan was distributed to solicit comments and feedback. No edits were made to the content other than correcting one word as suggested by Board Member Campbell. Over time content will be added as appropriate and necessary to improve MTA's Strategic Plan and through input given by staff and the public.

**Summary: Approve Strategic Plan.**

### **Fiscal Impact:**

None.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board adopt Resolution No. 2020-01 to approve the Strategic Plan.

# ***STRATEGIC PLAN***



**MASON  
TRANSIT  
AUTHORITY**

Draft Presentation: December 17, 2019  
and  
January 21, 2020

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# INTRODUCTION

We are excited to present the first edition of Mason Transit Authority's Strategic Plan. The desire and goal is that this plan would guide MTA's decisions, set direction and be a growing document that is actively used along with our Mission, Vision, and Guiding Principles to ensure long-range stability of the Authority as well as provide quality service to our customers and community.

The Strategic Plan was prepared with the assistance of two citizens and the MTA Leadership Team. Goals were established based on our Mission Statement to *provide transportation choices that connect people, jobs, and community, increasing the quality of life in Mason County*. Each team contributed to the foundation of the goals and objectives as well as the work plan by year. In the coming years, work plans will be reviewed for feasibility and set according to available resources. We anticipate that our Strategic Plan will grow and change as needed to reflect the changes in Mason County, the needs of riders and the capacity of MTA.

The Leadership Team will update the plan every year during the budget preparation process to align the strategic goals and objectives for the year as well as relevancy. In addition, with the yearly review, a report to the Authority Board will be given to track and report on Agency progress and performance. It is planned that future updates will also include input from a variety of sources and partnerships within Mason County through community forums, public meetings and surveys.

We look forward to adopting policies, budgets, projects and programs that will successfully deliver MTA's Strategic Plan. For the Leadership Team it means placing transit first so by improving our service to meet riders' needs within the capacity of funding and available resources. It also means developing partnerships within the community as well as other transit agencies to share information and resources for better efficiency and effectiveness.

This document will guide decisions regarding how we move forward. When faced with challenges or competing interests, we will use the Strategic Plan to look beyond the isolated situation and focus on the impact to MTA as a whole and the quality of service provided to the riders and the community. We anticipate there will be challenges to right-size MTA's capacity so long-range sustainability with a level of service that best serves Mason County will be ensured.

We know we cannot realize a successful Strategic Plan alone. It will take partnerships, both external and internal to reach the vision of excellent transportation services and choices throughout Mason County and beyond.

Danette Brannin  
General Manager

## LEADERSHIP

### Mason Transit Authority Board:

Randy Neatherlin, Chair, Mason County Commissioner  
Wes Martin, Vice Chair, Grapeview School District  
John Campbell, North Mason School District  
Kevin Dorcy, City of Shelton Council Member  
Deborah Petersen, Hood Canal School District  
Kevin Shutty, Mason County Commissioner  
Sharon Trask, Mason County Commissioner  
Sandy Tarzwell, Shelton School District  
Vacant – One position (at time of publication) representing District 3 of Mason County.

### Non-voting Authority Board:

Greg Heidel, Bargaining Unit Business Representative, IAM and AW District 160  
John Piety, Citizen Advisor to the Board

### Mason Transit Authority Executive Management Team:

Danette Brannin, General Manager  
Tracy Becht, Executive Assistant/Clerk of the Board/Public Records Officer  
LeeAnn McNulty, Administrative Services Manager  
Mike Ringgenberg, Operations Manager  
Marshall Krier, Vehicle and Facilities Manager

## WHO WE ARE

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

The proposition imposing a sales and use tax of two-tenths of one percent (0.2%) to fund public transportation was also passed in November 1991. These actions created the first extensive bus service ever in the county to be operated by either a public or a private provider, and it would be provided as a prepaid fare (fares paid through sales & use taxes) service. After the elimination of Motor Vehicle Excise Tax funds in 1999, voters approved a sales & use tax increase of four-tenths of one percent (.4%). This officially raised the taxing base to six-tenths of one percent (.6%) effective January 1, 2002. Mason Transit Authority then began to charge a fare for routes going out-of-county. The taxing structure remains the same today. Additional funding comes from federal and state grants, rental income and sales of maintenance services.

The Authority began with five wheelchair accessible body-on-chassis type buses that provided service on a general public Dial-a-Ride system. In May 1993, MTA decided to move ahead to a mix of routed and Dial-A-Ride services. Today, this mix of services is still in effect with other services added such as Worker/Driver Commuter Program, Vanpool and Volunteer Driver Program.

## WHAT WE DO

MTA provides transportation services consisting of Fixed Route (local and regional deviated fixed routes, Worker/Driver commuter service to Puget Sound Naval Shipyard (PSNS) Demand Response, Vanpools and volunteers using private cars.

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

Facilities include the Johns Prairie main base, the downtown Shelton Transit-Community Center and rented satellite office in Belfair. MTA supports a network of park and ride facilities that are located throughout the County by managing and providing routine maintenance for locations owned by Washington State Department of Transportation ("WSDOT"), the County or others.

## CORE VALUES

We will strive to provide the best possible transportation experience for our users and improve mobility throughout Mason County, reaching to connect around the region, aiming to enhance the quality of life through opportunities in Mason County.

Our core values or competencies for our team include:

*Inspirational Leadership* – Takes initiative; acts decisively; creates an environment that motivates and challenges others; adapts to a variety of situations; develops fresh ideas that provide solutions to all types of workplace challenges; shares information, plans, develops, and implements our vision; promotes MTA's mission and values and models ways to achieve them.

*Informed Decision Making* – Researches data to grasp issues, draw conclusions, and solve problems resulting in sound solutions that, when judged over time, are aligned with MTA's vision and mission; commits to action, even in uncertain situations, to accomplish organizational goals; identifies, assesses and manages risk while striving to attain objectives.

*Transparency & Accountability* – Builds trust and respect through consistently honest and professional interactions; uses public funds and resources appropriately; approaches each situation with a clear perception of organizational and political realities; recognizes the impact of alternative courses of action; assures that effective controls are developed and maintained to ensure the integrity of the organization and its mission; seeks and builds strategic alliances and collaborative arrangements through partnerships to advance the mission of the organization; actively communicates decisions with stakeholders.

*Respectful Relationships* – Helps create a work environment that embraces and appreciates diversity; treats others fairly without regard to race, sex, color, religion, or sexual orientation; recognizes differences as opportunities to learn and grow by working together; establishes and maintains constructive relationships; works to preserve the self-confidence and self-esteem of others; focuses on the situation, issue or behavior, not the person; takes initiative to make things better; models appropriate behaviors for others.

*Personal Responsibility* – Demonstrates integrity, honesty and ethical behavior; personally acknowledges and accepts responsibility for meeting expectations and correcting mistakes; exhibits self-control and responds to



feedback non-defensively; executes principles of workplace safety; complies with all safety policies and procedures; takes responsibility for efficient, effective use of time, equipment, and resources.

*Outstanding Customer Service* – Provides accurate and timely information; understands and is responsive to our customers' objectives and needs; is accessible, provides timely and responsive replies to customer requests, emails, phone messages and mail; handles customer inquiries and complaints in a prompt, courteous and professional manner while adhering to rules and regulations; anticipates, assesses, responds to changing customer needs; consistently provides products and services that meet or exceed the expectations of the customers.

## STRATEGIC PLAN FRAMEWORK

MTA will attempt to integrate the Strategic Plan into all planning documents as a way to create consistency throughout all areas.

The framework for this Strategic Plan focuses on goals and objectives that will assist in achieving the vision and mission of the Agency and contribute to long-range planning and sustainability. The elements of this Strategic Plan are defined as follows:

- Mission: What we do
- Vision: What we want to be
- Guiding Principles: Guides the Agency's daily actions
- Team Culture: Drives our guiding principles through leadership, teamwork and excellence
- Goals: Goals set for the Agency that support the mission and vision
- Objectives: Specific ways the Agency can accomplish the goals

## VISION, MISSION, GUIDING PRINCIPLES and TEAM CULTURE

**MISSION:** We provide transportation choices that connect people, jobs, and community, increasing the quality of life in Mason County.

**VISION:** Driving Our Community Forward

**OUR GUIDING PRINCIPLES:** We believe that public transportation and personal mobility are essential to the economic vitality, environmental stability and quality of life in Mason County. Our core values guide our actions each day.

- **Service Excellence:** We go beyond the expectations of our customers and provide inspirational leadership to deliver safe, comfortable and reliable service; we see today's best service as our motivation to make tomorrow's even better.
- **Safety:** We provide and enforce a safe and secure environment for our customers, community and teammates through awareness, consistent training, and allocation of resources.
- **Professionalism:** We conduct our work transactions with integrity, fiscal responsibility in the allocation of resources, and transparency. We engage the community in our decision making by sharing information and encouraging public involvement.
- **Teamwork:** We achieve our greatest success as a team. We embrace diversity, support and treat each other with respect, and use meaningful communication.
- **Partnerships:** We explore and build collaborative alliances with partners and community members to promote and advance our mission.
- **Innovation:** We constantly explore ways to improve. We celebrate inspiration, creativity, initiative and courage in all things to promote an exceptional customer service experience.

**TEAM CULTURE:** Our Team Culture drives our Vision, Mission and Guiding Principles through Leadership, Teamwork and Excellence. It is our belief culture is needed to provide guidelines on how people work together towards a common goal and how people treat each other. Team Culture is important in supporting each team member to feel they are part of something bigger than themselves and to feel engaged and satisfied with the work they do.



## LONG-RANGE STRATEGIC VISION, GOALS AND OBJECTIVES

MTA's long-range strategic vision is to provide safe and accessible transit services to the community that will enhance the quality of life in Mason County. We see MTA as a partner in the community providing transportation to essential services, jobs and social activities. Our commitment is to not only provide safe and accessible services but to provide services that are usable and meet the needs of customers. We know we must change as the community changes and we dedicate ourselves to that effort by understanding what our customers need and want then adjust where feasible. In addition, our strategic vision includes financial stewardship so we can continue the level of service our community has grown accustomed to. This requires MTA to operate efficiently and effectively by using our resources responsibly.

### Strategic Goals:

*Safe and Secure*  
*Effective Transportation Services*  
*Financial Stewardship*  
*Community Partnerships*  
*Workplace culture of excellence*

### Safe and Secure

#### *Objectives:*

- Emphasize safety of our riders, citizens and employees in all aspects of our operations.
- Ensure training for a safe and secure experience for all and to eliminate preventable accidents.
- Provide technology and resources to support secure movement of buses.
- Proactive approach to safety throughout the agency to increase and improve security throughout the service area.
- Enforce transit rules and establish consistency of service to riders in a safe, accessible manner.

#### 2020 Work Plan:

- Quarterly Driver training and refresher training as required.
- Complete CAD/AVL/GPS installation.
- Change from flag stops to fixed stops in urban area of Shelton.
- Curbs or bollards in parking area next to building at Johns Prairie.
- Purchase rain jackets for employee safety.
- Have a manager or supervisor on duty during service hours by moving Ops office to the T-CC.
- Ensure L & I safety compliance through training.
- Review WSTIP Best Practices for safety.
- Define Safety Committee's purpose and direction.

## Effective Transportation Services

### *Objectives:*

- Creating a positive transportation experience within all modes of MTA services that is reliable, accessible, equitable, safe, secure and comfortable for all users.
- Establish a culture of customer service and deliver services that are responsive to community needs.
- Strive to look for ways to improve service through a variety of tools including outreach, community meetings, service review and passenger amenities.
- Seek new opportunities to enhance the riders' experience through better route planning and additional services when feasible.

### 2020 Work Plan

- Review Dial-a-Ride services and hours to ensure efficiency and availability of resources.
- Expand Zipper route time to 8:00am – 5:00pm.
- Seek pilot route opportunities.
- Continue review of the Comprehensive Service Review suggestions to improve services.
- Conduct outreach for all service changes.
- Improve passenger amenities by providing apps and on-line scheduling.
- Plan for 2021 service
- Benchmark route performance and discontinue or adjust low performing routes.

## Financial Stewardship

### *Objectives:*

- Operate an efficient, cost-effective system.
- Maintain internal controls and compliance over public resources.
- Provide current, accurate and transparent financial data.
- Strive for a 5-year sustainability plan.
- Plan for future operational and capital needs through maintaining financial reserves.
- Proficiency in regulatory requirements through continuing education.
- Manage key financial indicators.

### 2020 Work Plan:

- Procurement training for Public Works projects, prevailing wage requirements and Federal Transit Administration compliance.
- Prepare for I-976 impacts.
- Identify needed financial policies or manual to outline financial objectives.
- Ensure compliance of 2019-2021 grant contracts.
- Review 5-year sustainability plan and adjust as needed.
- Complete the competitive purchases analysis for FTA compliance.
- Review and renew leases for T-CC and Johns Prairie tenants.
- Continued work in records management.

## Community Partnerships and Responsibility

### *Objectives:*

- Cultivate partnerships throughout the community.
- Participate in outside committees, regional planning organizations and boards.
- Participate in mentorship programs at local schools and colleges.
- Exemplify exceptional customer service that goes above and beyond.
- Provide transportation choices and support travel that uses less energy, produces fewer pollutants and reduces greenhouse gases in the region.
- Support efforts to mitigate traffic congestion throughout the region.
- Cooperative relationships with T-CC tenants and events.

### 2020 Work Plan:

- Conduct Community Conversations to solicit input regarding MTA services.
- Participate in community events such as Business Expo, job fairs, Allyn Days and Oysterfest.
- Promote City and County partnerships on projects, communication and support.
- Promote Volunteer Driver Program for additional drivers and riders.
- Continue Park & Ride project.
- Brand vehicles with MTA logo and promotion of services.
- Continue progress toward inclusion of electric vehicles.

## Workplace Culture

### *Objectives:*

- Provide an atmosphere where employees are valued and respected.
- Develop and empower employees.
- Support the philosophy of team culture.
- Promote healthy dialogue on important issues.
- Encourage an active and engaged environment including Board of Directors.
- Be an employer of choice in Mason County.

### 2020 Work Plan:

- Improve communications through established methods and monitor outcome through a survey.
- Incorporate strategies for work/life balance in MTA's wellness program and encourage participation.
- Promote skills and job knowledge through webinars, conferences and training.
- Bargain contracts for the Driver and Comm Center Collective Bargaining Units.
- Continue the Employee Engagement Committee for seeking opportunities to improve the work environment.
- Enhance meaningful employee recognition
- Provide more Belfair interaction and oversight.
- Prepare a policy review schedule.

## **WORK PLAN**

An annual Work Plan that serves as a “to-do” list of what the agency expects to accomplish for the year will be included in the Strategic Plan. Work Plan items will tie to an objective to ensure we are moving in a direction that supports our objectives and desired outcomes. Staff will monitor progress throughout the year and report to the Board on a quarterly basis the progress of each Work Plan item.

## **KEY ISSUES AND OPPORTUNITIES**

The Agency will look for key issues and opportunities that may impact the goals of the Agency. Issues may be such things as funding, demographic changes, ridership decline or employee shortage. In looking at current issues impacting the Agency, Leadership will look for ways to minimize the impact and strategize ways to meet the strategic goals and objectives. Opportunities will often be present when issues arise. Leadership will look for new opportunities to improve services and enhance the community along with striving to meet each objective in the Strategic Plan.

## **MONITORING, EVALUATION AND PLANNING**

The Agency will set key performance indicators to measure how well the agency is performing with respect to the Strategic Plan goals and objectives. These indicators such as safety, ridership, financial stewardship will be measured and evaluated on a regular basis to ensure the Agency is moving in the direction expected.

The Strategic Plan will be reviewed quarterly by the Executive Team to assess progress on the year's work plan. A quarterly report will be given to the Board following the review and revisions, if necessary, will be discussed. On an annual basis, a summation of what was accomplished during the prior year will be presented.

As part of the annual budget process, the Leadership Team will set the next year's goals and bring the work plan to the Board for input and suggestions when the draft budget is presented. The work plan will also be part of the public meetings on the budget.

Discussion of the Transportation Development Plan (TDP) will be part of the process of updating the annual work plan; the TDP will then be reviewed and updated when it is due. In all planning documents MTA prepares, the Strategic Plan will be incorporated where applicable.

## **MOVING FORWARD**

We are excited to move forward with implementing this Strategic Plan in the hope that transportation options will continue to grow and be a viable choice throughout Mason County. Staff will use the Strategic Plan as a moving document to assist with bringing multimodal travel into the future to improve the quality of life for the citizens and to connect our community with surrounding communities whether it is for work or pleasure.

**RESOLUTION NO. 2020-01**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING A STRATEGIC PLAN.**

**WHEREAS**, the Mason Transit Authority Board desires to have a strategic plan that specifies goals and objectives of Mason Transit Authority as well as provide a framework for the evaluation of future work plans and goals to be designed with measurable outcomes; and

**WHEREAS**; the Board has been provided with a draft version on which to make comments and suggestions;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that attached Strategic Plan dated January 21, 2020 is hereby approved.

Adopted this 21<sup>st</sup> day of January, 2020.

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

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

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

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

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

\_\_\_\_\_  
[Vacant], Authority Member

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

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

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



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

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

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

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

**Agenda Item:** New Business – Item 1 – *Actionable*  
**Subject:** Lewis-Mason-Thurston Area Agency on Aging Contract  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 21, 2020

### **Background:**

The contract with Lewis-Mason-Thurston Area Agency on Aging (LMTAAA) for transportation services under the Older Americans Act is being renewed for a one-year period. This revenue funds a substantial portion of Mason Transit Authority's Volunteer Driver Program.

**Summary: Renewing contract for a one-year period.**

### **Fiscal Impact:**

Maximum Contract Award: \$38,910 revenue

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board authorize the Chair to execute the Lewis-Mason-Thurston Area Agency on Aging Contract Number 18-1120-0041-06(3) for the provision of volunteer transportation services.

# LEWIS-MASON-THURSTON AREA AGENCY ON AGING

2404 Heritage Court SW, Suite A, Olympia, WA 98502

<b>Contractor:</b> Mason County Public Transportation Benefit Area dba Mason Transit Authority	<b>Agreement Number:</b> 18-1120-0041-06(3)
<b>Contractor Address:</b> 790 E Johns Prairie Road Shelton, WA 98584	<b>Contractor Telephone:</b> (360) 426-9434
<b>Service:</b> Transportation	<b>Period of Performance:</b> Jan 1, 2020 – Dec 31, 2020
<b>Maximum Award:</b> \$38,910 <b>Unit Rate(s):</b> \$.575 per mile	<b>Effective Date:</b> January 1, 2020
<b>Funding Source:</b> Older Americans Act, SCSA	<b>IRS Tax ID Number:</b> 91-1554133
<b>Contract Type:</b> <input checked="" type="checkbox"/> Fee for Service <input type="checkbox"/> Set Rate/Fixed Price/Lump Sum <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Performance Based	

<b>Is the Contractor a Subrecipient for Purposes of This Agreement?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Subrecipient Data Universal Numbering System: (DUNS) No.:</b> 83-254-4217	<b>CFDA Number(s):</b> 93.044 <b>CFDA Name(s):</b> Special Programs for the Aging, Title IIIB, Grants for Supportive Services and Senior Centers
<b>Federal Awarding Agency:</b> Department of Health and Human Services, Administration for Community Living <b>Total Amount of Federal Award:</b> \$664,448	<b>Federal Award ID Number:</b> 17AAWAT3SS <b>Federal Award Date:</b> December 5, 2019
<b>Is this award for Research &amp; Development?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Indirect cost rate for the Federal award:</b> N/A

**Contractor Contact Person:**  
Haley Dorian

**LMTAAA Contact Person:**  
Lisa K. Jolly

The terms of this Agreement are set out in and governed by the following, which are incorporated herein by reference:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> General Terms and Conditions, Exhibit A | <input checked="" type="checkbox"/> Staffing Plan, Exhibit E               |
| <input checked="" type="checkbox"/> Statement of Work, Exhibit B            | <input checked="" type="checkbox"/> RFQ/RFP Response (on file), Exhibit F  |
| <input checked="" type="checkbox"/> Special Terms and Conditions, Exhibit C | <input checked="" type="checkbox"/> Program Standards (on file), Exhibit G |
| <input checked="" type="checkbox"/> Budget, Exhibit D                       | <input type="checkbox"/> Service Definitions (on file), Exhibit H          |

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence, in the following order, to (1) Applicable federal and state law, regulations and rules; (2) Exhibit C, Special Terms and Conditions; (3) Exhibit B, Statement of Work; (4) Exhibit A, General Terms and Conditions; and (5) Any other document incorporated by reference.

This Agreement, including all Exhibits and other documents attached or incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

**FOR THE CONTRACTOR:**

**FOR LEWIS-MASON-THURSTON  
AREA AGENCY ON AGING:**

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
LMTAAA Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## CONTRACT AMENDMENT

Agreement #: 18-1120-0041-06(3)  
Contractor: MTA  
Service: Transportation  
Effective Date: January 1, 2020

### GENERAL TERMS AND CONDITIONS – EXHIBIT A

LEWIS-MASON-THURSTON AREA AGENCY ON AGING

AND

MASON COUNTY TRANSPORTATION PUBLIC BENEFIT AREA  
dba  
MASON TRANSIT AUTHORITY

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Lewis-Mason-Thurston Council of Governments, as Grantee for the Lewis-Mason-Thurston Area Agency on Aging, hereinafter referred to as "LMTAAA," and Mason Transit Authority, hereinafter referred to as the "Contractor."

THE PURPOSE OF THIS DOCUMENT is to establish General Terms and Conditions for this Agreement between LMTAAA and the Contractor.

1. **Definitions.** As used throughout the Agreement, the following terms shall have meaning as set forth below:
  - a. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
  - b. "ALTSA" means Aging and Long Term Support Administration, a division of the State of Washington Department of Social and Health Services.
  - c. "Allocable costs" are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received by those costs.
  - d. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Allowable costs under federal awards to local or tribal governments must be in conformance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.
  - e. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.

- f. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
- g. "Business Associate" means the "Contractor" and generally has the same meaning as the term "Business Associate" as defined in 45 CFR 160.103 which means a Business Associate who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, subcontractors, third party contractors, volunteers, or directors.
- h. "Business Associate Agreement" means the HIPAA Compliance section of the Agreement and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- i. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- j. "CARE" means Comprehensive Assessment and Reporting Evaluation. CARE is the tool used by case managers to document a client's functional ability, determine eligibility for long-term care services, evaluate what and how much assistance a client will receive, and develop a plan of care.
- k. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- l. "Client" means an individual who is eligible for or receiving services provided by the Contractor in connection with this Agreement.
- m. "Contractor" shall mean the entity that is a party to this Agreement, and includes the entity's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the Contractor or agent shall not be considered an employee of LMTAAA.
- n. "Covered Entity" means DSHS or LMTAAA, a Covered Entity as defined in 45 CFR 160.103, in its conduct of covered functions by its health care components.
- o. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- p. "Designated Record Set" means a group of records maintained by or for the Covered Entity that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about Individuals.

- q. “Disclosure” means the release, transfer provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- r. “Data Universal Number System (DUNS) Number” means– a unique nine-digit identification number provided by Dun & Bradstreet (D&B). It is used by the Federal government to identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems.
- s. “DSHS” or “the Department” means the State of Washington Department of Social and Health Services and its employees and authorized agents.
- t. “Electronic Protected Health Information (EPHI)” means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- u. “Equipment” means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit.
- v. “HIPAA” means the Health Information Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act), and as codified at 42 USCA 1320d-d8.
- w. “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- x. “Individual(s)” means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- y. “Minimum Necessary” within the HIPAA section of this Agreement, means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- z. “Older Americans Act” refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.
- aa. “Personal Information” means information identifiable to any person, including but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- bb. “Protected Health Information (PHI)” means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or

- future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- cc. “Provider One” means Provider One payment system. Provider One is used to provide authorization and payment processing for services delivered to DSHS clients.
  - dd. “RCW” means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
  - ee. “Real Property” means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
  - ff. “Regulation” means any federal, state, or local regulation, rule, or ordinance.
  - gg. “SAW” means SecureAccess Washington. SAW is a single sign-on application gateway created by Washington State’s Department of Information Services to access government services accessible via the Internet.
  - hh. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
  - ii. “SSPS means Social Service Payment System. SSPS is used for payment data history.
  - jj. “Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
  - kk. (1) “Subcontractor” means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the Contractor contracts to provide services that are approved by LMTAAA in accordance with this Agreement.  
  
(2) “Subcontractor” as used in the HIPAA Compliance section of the Agreement (in addition to definition kk.(1)) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

- ll. “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- mm. “Supplies” means all tangible personal property other than equipment as defined herein.
- nn. “TCARE” is a caregiver assessment and referral protocol designed to assist care managers who work with family caregivers who care for their older adult relatives.
- oo. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
- pp. “Use” means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of PHI within an entity that maintains such information.
- qq. “User” means the Contractor employee who has registered or approved access to a system listed in this Agreement.
- rr. “WAC” means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.

2. **Agreement Types.** LMTAAA may use four types of contracts for purchasing services:

a. Fee for Service

- The Contractor is reimbursed a negotiated fixed rate of pay based on performance of a defined unit of service. The unit rate is determined by a line item budget approved by LMTAAA. If a staffing plan is submitted, it may not be changed without LMTAAA approval. The actual cost to the Contractor may be more or less than the amount provided under the Agreement.
- Payment is made for each specified unit of service delivered and an upper limit is placed on the maximum consideration allowed (e.g., total number of services delivered). Typically, payment is made monthly based on a report of the number of service units delivered.

b. Cost Reimbursement

- The Contractor is reimbursed for actual costs up to the maximum consideration allowed in the contract. A line-item budget negotiated and contained in the Agreement must be adhered to or amended with prior



approval from LMTAAA.

- Payment is made for actual cost incurred for performing at a certain level of effort, regardless of the level of output achieved. Reimbursement is made for actual expenditures within the specified line-item budget categories. Billings must be accompanied by a line-item expenditure report. It is possible to reimburse Contractors for an agreed upon amount per a unit or service provided.

c. Set Rate/Fixed Price/Lump Sum

- The Contractor is reimbursed a set fixed amount or lump sum payment based on terms established in the Agreement; a negotiated lump sum for completion of the agreed upon performance. As with Fee for Service, the cost to the Contractor may be more or less than the Agreement provides. Unlike Fee for Service, the lump sum contract does not pay a rate for each repeated unit of service.
- Payment is made for a specified amount of delivered service or product. Typically, payment is tied to completion of agreed upon performance achievements. Other payment arrangements are possible, such as progress payments made to compensate for activities conducted over the specific period of the contract. LMTAAA will not pay if the specific terms in the contract are not met.

d. Performance Based

- These Agreements are based on attainment of specific outcomes (e.g., placement of a client into unsubsidized employment for six months).
- The rate of payment is generally negotiated based on cost information provided by the Contractor. In some cases, the rate may be set by LMTAAA policy or other means. LMTAAA will not pay if the specific terms in the contract are not met.

3. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

4. **Amendment Clause Exception.** The only exception to the General Term and Condition Amendment clause (Clause 3.) is when an amendment must be processed to distribute federal funds to the Contractor and the funds must be obligated in a Short Timeframe. Short Timeframe means the Contractor is unable to follow their standard contract execution procedures in order to timely obligate the federal funds. By execution of this Contract, the Contractor prospectively agrees to the terms of the federal fund distribution amendment, which shall be limited to only adding funds to the Contractor's Budget. The Contractor's designated point-of-contact shall also email LMTAAA its acceptance of the amendment prior to final signing of the amendment.

5. **Assignment.** Except as otherwise provided herein, the Contractor shall not

assign rights or obligations derived from this Agreement to a third party without the prior, written consent of LMTAAA and the written assumption of the Contractor's obligations by the third party.

6. **Background Checks.** The Contractor shall ensure that hiring practices for staff who will have unsupervised access to clients are in accordance with RCW 43.20A.710. A Washington State Patrol criminal history background check is required every two years for all service providers who will have unsupervised contact with vulnerable adults. This applies to individual contractors, as well as employees and/or volunteers of a contracting entity. LMTAAA will complete background checks on all individual Contractors. Contracting entities are responsible to complete required background checks on their own employees, volunteers, and subcontractors. Background checks must be conducted through Washington State Patrol's Washington Access to Criminal History (WATCH) system, DSHS's Background Check Central Unit (BCCU), or a company accredited by a national association of background screeners. Those who have disqualifying crimes or negative actions per RCW 43.20A.710 cannot have unsupervised access to vulnerable adults served through this contract.
7. **Billing Procedure.** LMTAAA shall pay to the Contractor all allowable and allocable costs incurred as evidenced by proper invoice by the Contractor submitted to LMTAAA as set forth in the attached Special Terms and Conditions (Exhibit C) and in accordance with the Budget (Exhibit D), which is attached hereto and incorporated herein. The Contractor shall request payment using forms as designated by LMTAAA.
8. **Certification Regarding Ethics.** If the Contractor is a Municipality, defined as a county, city, town, district, or other municipal corporation or quasi municipal corporation organized under the laws of the state of Washington, by signing this Agreement the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
9. **Client Abuse.** The Contractor shall report all instances of suspected client abuse to DSHS, in accordance with RCW 74.34.
10. **Client Grievance.** The Contractor shall establish a system through which applicants for and recipients of services under this Agreement may present grievances about the activities of the Contractor or any Subcontractor(s) related to service delivery. The client grievance procedure shall be formalized with clearly and concisely written procedures for hearing grievances, documenting information taken, referring the grievance to the next level and/or resolving the grievance. The Contractor shall record and maintain in writing all complaints and the action taken to resolve them.
11. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor and LMTAAA shall comply with all applicable federal, state and local laws, regulations and rules, including but not limited to, nondiscrimination laws and regulations.
12. **Confidentiality.** The parties shall use Personal Information and other confidential

information gained by reason of this Agreement only for the purpose of this Agreement. LMTAAA and the Contractor shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

13. **Data Security.** The Contractor shall perform the services as set forth in accordance with Appendix 1, Data Security Requirements.
14. **Debarment Certification.** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department of agency. The Contractor also agrees to include the above requirement in all subcontracts into which it enters resulting directly from the Contractor's duty to provide services under this Agreement.
15. **Disputes.** In the event of a dispute between LMTAAA and the Contractor, every effort shall be made to resolve the dispute informally and at the lowest level. If a dispute cannot be resolved informally, the Contractor shall follow the LMTAAA Grievance Procedure and, in writing:
  1. State the disputed issues;
  2. State the relative positions of the parties;
  3. State the Contractor's name and address; and
  4. LMTAAA must receive the documentation within thirty (30) days after the party could reasonably be expected to have knowledge of the issue that is being disputed.

The LMTAAA Director shall review the written dispute. The Director's decision will be documented and mailed to the Contractor within thirty (30) days of the receipt. The decision of the Director shall be final and conclusive unless, within thirty (30) days from the date of mailing of the Director's decision, the Contractor mails to LMTAAA a written appeal addressed to the Chairman of the LMTAAA Council of Governments.

An appeal date will be set within forty-five (45) days of receipt of the request. All parties required to participate in the appeal will be notified in writing of the appeal date at least ten (10) days prior to the appeal. A written response to all parties will be made within fifteen (15) days after the appeal.

If the Contractor is dissatisfied with the LMTAAA Council of Governments' decision, the Contractor has the right to appeal through the Department of Social and Health Services, Aging and Long Term Support Administration (AL TSA). The appeal must be in writing and filed with AL TSA within thirty (30) days of the

date the LMTAAA mailed the complaint resolution determination to the Contractor. A copy of the appeal must also be sent to the LMTAAA. The appeal shall:

1. State specifically the issue or issues and regulation or regulations involved in the basis for considering the LMTAAA's determination to be in error.
2. Include any supporting documentation.
3. Include a copy of the complaint and LMTAAA's determination that is being appealed.

Upon receipt of an appeal from the Contractor, ALTSA has forty-five (45) days to review and issue a final determination on the appeal. Final determination will be mailed to the Contractor and to the LMTAAA.

16. **Drug-Free Workplace.** The Contractor shall maintain a work place free from alcohol and drug abuse.
17. **DUNS Number.** In accordance with the Federal Funding Accountability and Transparency Act (FFATA, Public Law 109-282) implemented on October 1, 2010, the Contractor must provide their DUNS Number for this Agreement. The Contractor's DUNS Number is listed on Page 1 of this Agreement. If the DUNS Number listed on Page 1 of this Agreement changes, the Contractor must immediately notify the DSHS Contact listed on Page 1 of this Agreement and provide the correct DUNS Number. "Data Universal Number System (DUNS) Number" means- a unique nine-digit identification number provided by Dun & Bradstreet (D&B). It is used by the Federal government to identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems.
18. **Emergency Plan.** The Contractor shall have a plan for serving currently authorized clients during periods when normal services may be disrupted. This may include earthquakes, floods, snowstorms, pandemic flu, etc. The plan needs to include the maintenance of lists, including the identification of those clients who are at most risk, as well as emergency provisions for service delivery.
19. **Employee Whistleblower Rights.** For those Contracts over the simplified acquisition threshold of \$150,000 as described in 48 CFR 2.101:
  - a. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  - b. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold of \$150,000 as described in 48 CFR 2.101.

20. **Entire Agreement.** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties.
21. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against LMTAAA involving this Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by LMTAAA against a Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
22. **HIPAA Compliance.** This section of the Agreement is considered the Business Associate Agreement as required by HIPAA.

- a. Compliance

Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

- b. Use and Disclosure of PHI

Business Associate is limited to the following permitted and required uses or disclosures of PHI:

- (1) Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
- (2) Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
- (3) Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

- (4) Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (5) Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- (6) Impermissible Use or Disclosure of PHI. Business Associate shall report to LMTAAA in writing all uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by LMTAAA, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- (7) Failure to Cure. If LMTAAA learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by LMTAAA do not end the violation, LMTAAA shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- (8) Termination for Cause. Business Associate authorizes immediate termination of this Contract by LMTAAA, if LMTAAA determines that Business Associate has violated a material term of this Business Associate Agreement. LMTAAA may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- (9) Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of LMTAAA, to LMTAAA for use in determining compliance with HIPAA privacy requirements.
- (10) Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to

PHI received from LMTAAA, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of LMTAAA, Business Associate shall:

- (i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - (ii) Return to LMTAAA or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
  - (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
  - (iv) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
  - (v) Return to LMTAAA or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (11) Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

c. Individual Rights

(1) Accounting of Disclosures.

- (i) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- (ii) Within ten (10) business days of a request from LMTAAA, Business Associate shall make available to LMTAAA the information in Business Associate's possession that is necessary for LMTAAA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- (iii) At the request of LMTAAA or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the

HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

- (iv) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

(2) Access

- (i) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by LMTAAA or the Individual as necessary to satisfy LMTAAA's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (ii) When the request is made by the Individual to the Business Associate or if LMTAAA asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by LMTAAA, the Business Associate shall provide the records to DSHS within ten (10) business days.

(3) Amendment.

- (i) If LMTAAA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and LMTAAA has previously provided the PHI or record that is the subject of the amendment to Business Associate, then LMTAAA will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (ii) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by LMTAAA or as necessary to satisfy LMTAAA's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

d. Subcontracts and Other Third Party Agreements

In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

e. Obligations



To the extent the Business Associate is to carry out one or more of LMTAAA's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to LMTAAA in the performance of such obligation(s).

f. Liability

Within ten (10) business days, Business Associate must notify LMTAAA of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

g. Breach Notification

- (1) In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from LMTAAA or involving LMTAAA clients, Business Associate will take all measures required by state or federal law.
- (2) Business Associate will notify LMTAAA within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- (3) Business Associate will notify the LMTAAA Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the LMTAAA Contact. Business Associate will coordinate and cooperate with LMTAAA to provide a copy of its investigation and other information requested by LMTAAA, including advance copies of any notifications required for LMTAAA review before disseminating and verification of the dates notifications were sent.
- (4) If LMTAAA determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

- (i) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
- (ii) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
- (iii) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
- (iv) LMTAAA will take appropriate remedial measures up to termination of this Contract.

h. Miscellaneous Provisions

- (1) Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- (2) Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

23. **Incorporations.** All rights and obligations of the parties to this Agreement shall be subject to and governed by:

- a. All the applicable federal and state laws and regulations are incorporated by reference herein.
- b. All policies and procedures in the "Policies and Procedures for Area Agency on Aging Operations Manual," as existing and as hereafter revised, are incorporated by reference herein.
- c. All DSHS Aging and Long Term Support Administration Management Bulletins, guidelines, standards, and policies and procedures, as existing and as hereafter revised, are incorporated by reference herein.

24. **Independent Status.** Except as otherwise provided in Section 43. Subcontracting, below, for purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of LMTAAA, DSHS, or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of LMTAAA, DSHS or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee LMTAAA or the State of Washington. The Contractor shall indemnify and hold harmless LMTAAA from all obligations to pay or withhold

federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

25. **Information Requirements.** The Contractor shall provide to LMTAAA the following documents, as applicable:

- a. The Contractor's liability insurance;
- b. Signature Authorizations Forms;
- c. Roster of Board of Directors, Board of Trustees, and/or Advisory Board members;
- d. Licenses and certifications;
- e. Budget;
- f. Staffing plan;
- g. Personnel policies and procedures;
- h. Job descriptions;
- i. By-laws; and
- j. Articles of Incorporation.

All documents listed above must be submitted annually and/or as changes occur throughout the term of this Agreement, with any changes made from previous documents on file with LMTAAA indicated with an asterisk, along with the date changes were formally adopted. All of the above documents are subject to review and approval by LMTAAA. Should such changes affect the scope of this Agreement, LMTAAA reserves the right to amend or terminate this Agreement.

26. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

27. **Insurance.** The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified below and shall, prior to and throughout the term of this Agreement, provide certificates of insurance to that effect to LMTAAA.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. The State of Washington, DSHS and LMTAAA shall be named as additional insureds.

Business Automobile Coverage – The Contractor shall maintain Business Automobile Liability insurance on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident, combined single limit. The Contractor's carrier shall provide DSHS and LMTAAA with a waiver of subrogation or name DSHS and LMTAAA as an additional insured.

28. **Maintenance of Records.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:
- a. Document performance of all acts required by law, regulation, or this Agreement;
  - b. Demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to LMTAAA and all expenditures made by the Contractor to perform as required by this Agreement.
- a. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
29. **Medicaid Fraud Control Unit (MFCU).** As required by federal regulations, the Health Care Authority, the Department of Social and Health Service, and any contractors or subcontractors, shall promptly comply with all MFCU requests for records or information. Records and information includes, but is not limited to, records on micro-fiche, film, scanned or imaged documents, narratives, computer data, hard copy files, verbal information, or any other information the MFCU determines may be useful in carrying out its responsibilities.
30. **Order of Precedence.** In the event of an inconsistency in the Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- a. Applicable federal and State of Washington statutes and regulations; and
  - b. This Agreement.
31. **Ownership of Client Assets.** The Contractor shall ensure that any client for whom the Contractor or Subcontractor is providing services under this Agreement shall have unrestricted access to the client's personal property. For purposes of

this paragraph, client's personal property does not pertain to client records. The Contractor or Subcontractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of this Agreement, the Contractor or Subcontractor shall immediately release to the client and/or LMTAAA all of the client's personal property.

32. **Ownership of Material.** Material created by the Contractor and paid for by LMTAAA as a part of this Agreement shall be owned by LMTAAA and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by LMTAAA is owned by the Contractor and is not "work made for hire"; however, LMTAAA shall have a license of perpetual duration to use, modify, and distribute this material at no charge to LMTAAA, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

33. **Ownership of Real Property, Equipment and Supplies Purchased by the Contractor.** Title to all property, equipment and supplies purchased by the Contractor with funds from this Agreement shall vest in the Contractor. When real property, or equipment with a per unit fair market value over \$5,000, is no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from LMTAAA. If the per unit fair market value of equipment is under \$5,000, the Contractor may retain, sell, or dispose of it with no further obligation.

When supplies with a total aggregate fair market value over \$5000 are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from LMTAAA. If the total aggregate fair market value of equipment is under \$5000, the Contractor may retain, sell, or dispose of it with no further obligation.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

34. **Ownership of Real Property, Equipment and Supplies Purchased by LMTAAA.** Title to property, equipment and supplies purchased by LMTAAA and provided to the Contractor to carry out the activities of this Agreement shall remain with LMTAAA. When real property, equipment or supplies are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from LMTAAA.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

35. **Payment.** LMTAAA shall pay the Contractor upon acceptance by LMTAAA of properly-completed invoices and approval of required reports. LMTAAA shall pay

the Contractor an amount not to exceed the maximum consideration of this Agreement for the satisfactory performance of all work set forth in the Statement of Work (Exhibit B). If this Agreement is terminated, LMTAAA shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

If the Contractor claims and is reimbursed for costs under this Agreement which LMTAAA later finds were claimed in error or not allowable costs under the terms of this Agreement, LMTAAA shall recover those costs and the Contractor shall fully cooperate during such recovery.

The Contractor shall not charge or accept additional payment from any client or relative, friend, guardian, or attorney of the client, or any other person for services provided under this Agreement. In the event that this provision is violated, LMTAAA shall have the right to assert a claim against the Contractor on its own behalf and/or on behalf of the client.

LMTAAA shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. Unless otherwise specified in this Agreement, LMTAAA shall not pay any claims for payment for services submitted more than forty-five (45) days after completion of the Agreement period. The Contractor shall not bill LMTAAA for services performed under this Agreement, and LMTAAA shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington, LMTAAA or any other party under any other contract or agreement for the same services.

36. **Program Income.** All program income derived from the provision of services described in this Agreement (i.e. client donations), and/or derived or generated through program fundraising activities supported by funds authorized through this Agreement, shall be used by the Contractor to provide increased levels of service or improve the quality of services as set forth in the Statement of Work (Exhibit B). The Contractor shall report all program income to LMTAAA when it is received. The Contractor shall use program income prior to funds authorized through this Agreement. If actual program income received is significantly higher than what was projected in the budget, the Contractor shall notify LMTAAA and request LMTAAA approval as to how such program income will be used.

The Contractor shall assure that clients receiving Older Americans Act services have the opportunity to make a voluntary donation towards the cost of service provided under this Agreement. The Contractor shall assure that the methods of receiving donations from individuals shall be handled in such a manner to ensure confidentiality. The Contractor shall not differentiate among individuals based on their ability, or inability, to make a donation.

37. **Public Information.** All notices, informational brochures, press releases, research reports, and similar public notices prepared and released by the Contractor for the services described in this Agreement shall include a statement indicating the funding source as awarded under this Agreement with the Lewis-Mason-Thurston Area Agency on Aging. Failure to comply with the requirements of this section may result in the termination or suspension of this Agreement and/or non-reimbursement for the costs of said brochures, advertising, etc.

38. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to the Agreement. LMTAAA and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. LMTAAA and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either LMTAAA or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

39. **Restrictions Against Lobbying.** The Contractor certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Contractor must file a disclosure form in accordance with 45 CFR Section 93.110.

The Contractor shall include a clause in all subcontracts restricting subcontractors from lobbying in accordance with this section and requiring subcontractors to certify and disclose accordingly.

40. **Same-Sex Marriage.** The Contractor shall recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC §7.

41. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other

provisions of this Agreement.

42. **State or Federal Audit Requests.** The Contractor is required to respond to State or Federal audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either State or Federal agency staff or their designees.
43. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Statement of Work (Exhibit B).
44. **Subcontracting.**
  - a. The Contractor must obtain prior written approval from LMTAAA to subcontract any portion of the services provided within the terms of this Agreement.
  - b. Any subcontracts shall be in writing and the Contractor shall be responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all client services subcontracts.
  - c. Subcontractors are prohibited from further subcontracting for direct client services without prior written approval from LMTAAA.
  - d. When the nature of the service the Subcontractor is to provide requires a certification, license or approval, the Contractor may only subcontract with such Subcontractors that have and agree to maintain the appropriate license, certification or accrediting requirements/standards.
  - e. In any contract or subcontract awarded to or by the Contractor in which the authority to determine service recipient eligibility is delegated to the Contractor or to a Subcontractor, such contract or subcontract shall include a provision acceptable to LMTAAA that specifies how client eligibility will be determined and how service applicants and recipients will be informed of their right to a grievance procedure in case of denial or termination of a service, or failure to act upon a request for services with reasonable promptness.
  - f. If LMTAAA, the Contractor, and a Subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for damages arising from any act or omission from this Agreement, then LMTAAA shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the Subcontractor be unable to satisfy its joint and several liability, LMTAAA and the Contractor shall share in the Subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than LMTAAA and the Contractor. This term shall not apply in the event of a settlement by either LMTAAA or the Contractor.
  - g. Any subcontract shall designate subcontractor as Contractor's Business



Associate, as defined by HIPAA, and shall include provision as required by HIPAA for Business Associate contract. The Contractor shall ensure that all client records and other PHI in possession of subcontractor are returned to Contractor at the termination or expiration of the subcontract.

**45. Subrecipients.**

- a. General. If the Contractor is a Subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
  - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractor who are Subrecipients;
  - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
  - (6) Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Right Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a Subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for the fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to LMTAAA the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

- (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F, prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
  - c. Overpayments. If it is determined by LMTAAA, or during the course of the required audit, that the Contractor has been paid unallowable costs under the Agreement, LMTAAA may require the Contractor to reimburse LMTAAA in accordance with 2 CFR Part 200.
    - (1) For any identified overpayment involving a subcontract between the Contractor and a Tribe, LMTAAA agrees it will not seek reimbursement from the Contractor, if the identified overpayment was not due to any failure by the Contractor.
46. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
47. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.** If the funds LMTAAA relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Agreement:
- a. At LMTAAA's discretion, the Agreement may be renegotiated under the revised funding conditions.
  - b. At LMTAAA's discretion, LMTAAA may give notice to the Contractor to suspend performance when LMTAAA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the Contractor's performance to be resumed prior to the normal completion date of this contract.
    - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
    - (2) When LMTAAA determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance. Upon the receipt of this notice, the Contractor will provide written notice to LMTAAA informing LMTAAA whether it can resume performance and, if so, the date of resumption. For purposes of this sub-subsection, "written notice" may include email.
    - (3) If the Contractor's proposed resumption date is not acceptable to LMTAAA and an acceptable date cannot be negotiated, LMTAAA may terminate the contract by giving written notice to the Contractor. The parties agree that

the Agreement will be terminated retroactive to the date of the notice of suspension. LMTAAA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

- c. LMTAAA may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. LMTAAA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to LMTAAA in the event the termination option in this section is exercised.

**48. Termination for Convenience.** Either party may terminate this Agreement in whole or in part for convenience by giving a minimum of thirty (30) calendar days' written notice addressed to the other party.

**49. Termination for Default.**

- a. LMTAAA may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if LMTAAA has a reasonable basis to believe that the Contractor has:
  - 1) Failed to meet or maintain any requirement for contracting with LMTAAA;
  - (2) Failed to perform, or perform adequately, under any provision of this Agreement;
  - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
  - (4) Otherwise breached any provision or condition of this Agreement.
- b. Before LMTAAA may terminate this Agreement for default, LMTAAA shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, LMTAAA may then terminate the Agreement. LMTAAA may terminate the Agreement for default without such written notice and without opportunity for correction if LMTAAA has a reasonable basis to believe that a client's health or safety is in jeopardy.
- c. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to LMTAAA, if the Contractor has a reasonable basis to believe that LMTAAA has:
  - (1) Failed to meet or maintain any requirement for contracting with the Contractor;
  - (2) Failed to perform under any provision of this Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement.

d. Before the Contractor may terminate this Agreement for default, the Contractor shall provide LMTAAA with written notice of LMTAAA's noncompliance with the Agreement and provide LMTAAA a reasonable opportunity to correct LMTAAA's noncompliance. If LMTAAA does not correct LMTAAA's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

50. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:

a. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination, and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The Contractor shall promptly deliver to LMTAAA, all LMTAAA assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return LMTAAA property within ten (10) working days of the Agreement termination, the contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of LMTAAA that is in the possession of the Contractor pending return to LMTAAA.

c. LMTAAA shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. LMTAAA may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by LMTAAA.

d. If LMTAAA terminates this Agreement for default, LMTAAA may withhold a sum from the final payment to the Contractor that LMTAAA determines necessary to protect LMTAAA against loss or additional liability. LMTAAA shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

51. **Treatment of Client Property.** Unless otherwise provided in the applicable Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's

personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricted clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

52. **Waiver**. Waiver of any breach of default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in the section entitled "Amendment". Only LMTAAA has the authority to waive any term or condition of this Agreement on behalf of LMTAAA.

# GENERAL TERMS AND CONDITIONS

## APPENDIX 1

### Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:
  - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
  - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS/LMTAAA Confidential Information, and who has or have been authorized to do so.
  - c. "Business Associate Agreement" means an agreement between LMTAAA and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
  - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
  - e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

- f. "CLC" means Community Living Connections, Washington State's name for its No-Wrong-Door access network of Area Agencies on Aging and their state, regional and local partners.
- g. "CLC-GetCare" means a version of RTZ's GetCare product modified to support Washington State's Community Living Connections. It is used for managing programs funded by the Older Americans Act, CMS, state general fund, local resources, and federal grants, including Medicaid Alternative Care (MAC) and Tailored Supports for Older Adults (TSOA). It supports reporting for the National Aging Program Information System and Medicare Improvements for Providers Act. It also supports the CLC public website with a consumer portal and a resource directory.
- h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- i. "FedRAMP" means the Federal Risk and Authorization Management Program (see [www.fedramp.gov](http://www.fedramp.gov)), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- j. "GetCare" is a secure cloud-based platform for client and program management. It is a product of RTZ Systems.
- k. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- l. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- m. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- n. "Portable Device" means any computing device with a small form factor,

designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

- o. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- p. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- q. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- r. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

**2. Systems Access and Method of Access.** The Contractor may request permission to access the following:

- a. Provider One payment system, or successor payment system, for payment data; and
- b. The Community Living Connections (CLC)/GetCare System in order to manage, record, and report service provision and utilization, demographic, resource directory, and consumer website information.

**3. Access and Disclosure Information.** The Contractor shall not disclose the contents of any client records, files, papers and communications except as necessary for the administration of programs to provide services to clients as required by law.



- a. The Contractor shall limit access to client data to staff whose duties specifically require access to such data in the performance of their assigned duties. Contractor staff shall not access any individual client data for personal purposes. Clients shall only be permitted to access their own data
- b. The Contractor shall ensure each employee with access to data systems signs the *Contractor Agreement on Nondisclosure of Confidential Information* form, provided by LMTAAA, to acknowledge the data access requirements prior to LMTAAA granting access. Access will be given only to data necessary to the performance of this Agreement. The Contractor shall retain the original Nondisclosure form on file. The Contractor shall have the form available for LMTAAA review upon request.

The Contractor must provide an annual written reminder of the Nondisclosure requirements to all employees with access to data to remind them of the limitations, use or publishing of data. The Contractor shall retain documentation of such reminder on file for monitoring purposes.

- c. The Contractor shall not use or disclose any information concerning any client for any purpose not directly connected with the administration of the Contractor's responsibilities under this Agreement except by prior written consent of the client, his/her attorney, parent or guardian.
- d. LMTAAA and the Contractor may disclose information to each other or to DSHS for purposes directly connected with the administration of DSHS/LMTAAA programs. This includes, but is not limited to, determining eligibility, providing services, and participation in an audit. The Contractor shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies, DSHS and LMTAAA. LMTAAA must authorize in writing the disclosure of this information to any other party not identified in this section.
- e. The Contractor shall not link the data with personal data or individually identifiable data from any other source nor re-disclose the data unless specifically authorized in this Agreement or by the prior written consent of LMTAAA.
- f. The Contractor shall notify LMTAAA within five business days when a User leaves employment or otherwise no longer requires system access. Upon notification, the system Administrator will deactivate the User ID and terminate access to the applicable application(s).
- g. The Contractor shall ensure that only registered system Users access and use the systems in this Agreement, use only their own User ID and password to access the systems and do not allow employees who are not registered to borrow a User ID or password to access any systems.
- h. Access to systems may be continuously tracked and monitored. LMTAAA and DSHS reserve the right at any time to conduct audits of systems access and use, and to investigate possible violations of this Agreement and/or violations

of federal and state laws and regulations governing access to protected health information.

**4. Dissemination to Staff.** Prior to making information available to new staff and annually thereafter, the Contractor shall ensure that staff accessing the Personal Information or PHI under this Agreement are trained in HIPAA use and disclosure of PHI requirements and understand:

a. Confidentiality of Client Data

(1) Client data is confidential and is protected by various state and federal laws. The basis for this protection is the individual's right to privacy as outlined in the HIPAA Privacy Rule- 45 CFR 160 to 45 CFR 164.

(2) Personal Information means demographic and financial information about a particular individual that is obtained through one or more sources (such as name, address, SSN, and phone numbers). RCW 42.56.210 lists the information that is exempted from public inspection and copying.

b. Use of Client Data

(1) Client data may be used only for purposes of these contracted services, directly related to providing services to the client or for the operation of aging and long-term care programs.

(2) Any personal use of client information is strictly prohibited.

(3) Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties.

c. Disclosure of Information

(1) Client information may be provided to the client, client's authorized guardian, or a client-authorized 3rd party per WAC 388-01.

(2) Client information may be disclosed to other individuals or agencies only for purposes of administering DSHS/LMTAAA programs.

(3) Questions related to disclosure are to be directed to the LMTAAA Contracts Manager.

(4) Any disclosure of information contrary to this section is unauthorized and is subject to penalties identified in law

**5. Security of Data.**

a. The Contractor shall take reasonable precautions to secure against unauthorized physical and electronic access to data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving data by means of computer, remote terminal, or other means. The Contractor shall take due care to ensure the Contractor and its

subcontractors protect said data from unauthorized physical and electronic access. The Contractor is authorized to store data on portable devices and media. The data will be stored on computers with security systems that require individual user IDs and hardened passwords. Only persons who have signed the *Contractor Agreement on Nondisclosure of Confidential Information form* will be able to access the data that Washington State shares with LMTAAA and the Contractor under this Agreement.

- b. The Contractor shall ensure disks and/or documents generated in printed form from the electronic file are properly returned, destroyed or shredded when no longer needed so unauthorized individuals cannot access client information. Data destroyed shall include all copies of any data sets in possession after the data has been used for the purpose specified herein or within 30 days of the date of termination, and certify such destruction to LMTAAA. LMTAAA shall be responsible for destroying the returned documents to ensure confidentiality is maintained. The Data provided by DSHS/LMTAAA will remain the property of DSHS/LMTAAA and will be promptly destroyed when the Contractor and its subcontractors have completed the work for which the information was required, as fully described herein.
- c. The Contractor shall protect information according to state and federal laws including the following incorporated by reference:
  - (1) Privacy Act 1974 5 USC subsection 552a;
  - (2) Chapter 40.14 RCW Preservation and Destruction of Public Records;
  - (3) Chapter 74.04 RCW General Provisions – Administration;
  - (4) Chapter 42.56.210 RCW Certain Personal & Other Records Exempt;
  - (5) 45 CFR 205.50 provides for safeguarding information for the financial assistance programs and identifies limitations to disclosure of said information; and
  - (6) Public Law 99-508 (18 USC section 2510et. Seq. Electronic Communications Privacy Act of 1986) Part A of Title IV of the Social Security Act authorizes disclosure of client information and provides for safeguards, which restrict the use or disclosure of information concerning applicants or recipients to purposes directly connected with administration of the program.

**6. Administrative Controls.** The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. If the Data shared under this agreement is classified as Category 4, the

Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

**7. Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
  - (1) Upon suspected compromise of the user credentials.
  - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
  - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS/LMTAAA Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
  - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
  - (2) That a password does not contain a user's name, logon ID, or any form of their full name.

- (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
  - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
- (1) Ensuring mitigations applied to the system don't allow end-user modification.
  - (2) Not allowing the use of dial-up connections.
  - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
  - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
  - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
  - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
- (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
  - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
  - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
- (1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

8. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS/LMTAAA Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 7 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by LMTAAA on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS/LMTAAA Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by LMTAAA on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network

using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify the LMTAAA Contracts Manager immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS/LMTAAA Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data.
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
    - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
      - i. Keeping them in a Secure Area when not in use,
      - ii. Using check-in/check-out procedures when they are shared, and
      - iii. Taking frequent inventories.
  - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under

the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

**h. Data stored for backup purposes.**

(1) DSHS/LMTAAA Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS/LMTAAA Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 7 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS/LMTAAA Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 7 Data Disposition.

**i. Cloud storage.** DSHS/LMTAAA Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither LMTAAA nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS/LMTAAA.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.



(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes Protected Health Information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

**9. System Protection.** To prevent compromise of systems which contain DSHS/LMTAAA Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within three months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS/LMTAAA Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

**10. Data Segregation.**

a. DSHS/LMTAAA Data must be segregated or otherwise distinguishable from non-DSHS/LMTAAA data. This is to ensure that when no longer needed by the Contractor, all DSHS/LMTAAA Data can be identified for return or destruction. It also aids in determining whether DSHS/LMTAAA Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

(1) DSHS/LMTAAA Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS/LMTAAA Data; and/or

(2) DSHS/LMTAAA Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS/LMTAAA Data; and/or

(3) DSHS/LMTAAA Data will be stored in a database which will contain no

non- DSHS/LMTAAA data; and/or

- (4) DSHS/LMTAAA Data will be stored within a database and will be distinguishable from non- DSHS/LMTAAA data by the value of a specific field or fields within database records.
  - (5) When stored as physical paper documents, DSHS/LMTAAA Data will be physically segregated from non-DSHS/LMTAAA data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DSHS/LMTAAA Data from non- DSHS/LMTAAA data, then both the DSHS/LMTAAA Data and the non- DSHS/LMTAAA data with which it is commingled must be protected as described in this Exhibit.

**11. Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 4.b, Data shall be returned to LMTAAA or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk.
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

**12. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS/LMTAAA shared Data must be reported to the LMTAAA Contact Person designated in the Agreement within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS/LMTAAA.

13. **Data shared with Subcontractors.** If DSHS/LMTAAA Data provided under this Agreement is to be shared with a subcontractor, the Agreement with the subcontractor must include all of the data security provisions within this Agreement and within any amendments, attachments, or exhibits within this Agreement. If the Contractor cannot protect the Data as articulated within this Agreement, then the contract with the Subcontractor must be submitted to the LMTAAA Contact Person specified for this Agreement for review and approval.

Agreement#: 18-1120-0041-06(3)  
Contractor: MTA  
Service: Transportation  
Effective Date: January 1, 2020

## EXHIBIT B -- STATEMENT OF WORK

LEWIS-MASON-THURSTON AREA AGENCY ON AGING (LMTAAA)

AND

MASON COUNTY TRANSPORTATION PUBLIC BENEFIT AREA  
dba  
MASON TRANSIT AUTHORITY  
(Hereinafter referred to as the "Contractor")

THE PURPOSE OF THIS DOCUMENT is to establish a Statement of Work for this Agreement between LMTAAA and the Contractor.

1. Service Description

The Contractor shall provide Transportation to individuals age 60 or older in Lewis, Mason and/or Thurston County. The Contractor shall provide services in accordance with WAC 480-30 and 480-31, RCW 81, WAC 388-106-110, Title III of the Older Americans Act and Americans with Disabilities Act Titles II and III.

The Contractor shall provide Transportation services designed to transport older persons to and from medical and health care services, social services, meal programs, senior centers, shopping and recreational activities so such service will be accessible to eligible individuals who have no other means of transportation or are unable to use transportation.

2. Eligibility Criteria

The Contractor shall provide Transportation services to persons age 60 and over who meet the following criteria:

- a. Need transportation to medical and health care services, social services, meal programs, senior centers, shopping and recreational activities; and
- b. Cannot manage their own transportation because:
  - They do not have a car; or
  - They cannot drive; or
  - They cannot afford to drive; and
  - They cannot use public transportation; or

- Public transportation is not available or accessible.

3. Target Population

The Contractor shall target Transportation services to older adults with the following characteristics:

- Elders with low income;
- Frail elders (75+) in need of support to age in place;
- Elders any age who live alone and who lack an adequate social support network;
- Elders any age who live in very remote rural settings;
- Elders with impaired health (including chronic medical, dental or mental illness);
- Elders of ethnic and/or cultural minorities, including individuals with limited-English proficiency.

4. Trip Prioritization

The Contractor shall prioritize trips as follows:

- Medically related trips
  - Physician or Physician Assistant
  - Physical/Occupational/Speech Therapy
  - Dentist
  - Mental/Behavioral Health
  - Pharmacy
- Adult Day Care
  - Adult day care program
  - Respite care
- Essential Errands
  - Shopping for food/household goods
  - Banking
  - Post office
- Social Services
  - Social Security
  - Home and Community Services/Area Agency on Aging
  - DSHS
  - Community Service Office
- Nutrition Programs
  - Congregate meal programs

5. Transportation Drivers-Paid and Volunteer

The Contractor shall ensure and document that all paid and volunteer drivers:

- Have an appropriate and valid Washington State Driver's license. State law requires commercial driver's license for those driving a vehicle with a capacity of 16 or more;
- Have had no moving traffic violations and have not been involved in any at-fault accidents within the past three years;
- Are physically capable of safely driving the program vehicles, with written verification from a physician or other creditable source; and
- Pass a criminal history background check.
- Individual volunteer drivers are required to carry the state mandatory minimum amounts of insurance for private vehicles.

## 6. Driver Training Guidelines

The Contractor shall assure paid vehicle drivers are trained adequately and are able to safely use all associated equipment through a formal training plan.

- New drivers should be fully briefed about the transportation program, reporting forms, vehicle operation and the geographic area in which they will operate their vehicles.
- Within the first six months of employment drivers should successfully complete the National Red Cross course in first aid training, including training, including the use of cardiopulmonary resuscitation (CPR) techniques. Other courses that provide equivalent training can be substituted with approval of the Area Agency on Aging - AAA. Drivers on an annual basis should complete refresher courses. Any alternative policies and procedures regarding emergency situations and required training for drivers can be reviewed and approved by the area agency.
- Within the first six months of employment drivers should complete a defensive driving course.
- Within the first six months of employment drivers should be provided training that will assist them in better serving the targeted population group within the provider's service area. Passenger assistance training such as ADAPT or PAT could be given directly by the provider or through other training resources available within the community with approval of the AAA. The targeted population they may be serving could include people with disabilities and people who have limited English proficiency
- Drivers should be made aware of the changes in the transportation program, reporting forms and vehicle operation through regular dissemination of such information in a formal verifiable manner (i.e. email, bulletin boards, newsletters, safety meetings, etc.)

The Contractor shall assure training of volunteer drivers as follows;

- Training of volunteer drivers should include orientation to the sponsoring agency and the purpose of the program, role of volunteers, right and responsibilities, reimbursement, reporting requirements and evaluation. On-going in-service training should be provided to volunteers as

opportunities arise and should be coordinated with other community programs to increase the volunteer's knowledge of services available for older persons in the community.

- Volunteer drivers should have defensive driving training and passenger assistance and sensitivity training within the first sixty days following the initial driving assignment. First Aid and CPR training is optional, depending on the sponsoring agency's policy on the issue.

#### 7. Driver Evaluation-Paid and Volunteer

The Contractor shall

- Evaluate each driver's performance on a semi-annual basis, which would include on-board evaluation of actual practice and general knowledge of the job. The results of these semi-annual evaluations should be documented.
- At least annually, each driver should have all of their job application information updated so that any changes in their status, which affect their ability to perform as a driver, would be noted. At the same time, their performance and job responsibilities should be reviewed.
- Investigate any accident involving a driver's agency-sponsored activities immediately. A report of the accident should be placed in the driver's personnel file.

#### 8. Maintenance Recommendations

The Contractor shall follow these maintenance recommendations;

- Prevention-The transportation provider should develop and implement a preventive maintenance program that adequately addresses all of the maintenance needs of vehicles and related equipment, utilizing, at a minimum, the maintenance schedule provided by the vehicle manufacturer.
- Documentation-There should be a system in place to document the time and circumstances of all maintenance services received by each vehicle and related equipment. Vehicle servicing should be based upon the preventive maintenance schedule.
- For profit and non-profit agency vehicles should meet ADA vehicle accessibility requirements and keep ADA equipment maintained.
- Personally owned vehicles (POV) must be maintained under state law minimum requirements. Volunteers are responsible for maintaining their own vehicles.

#### 9. Reporting Requirements

The Contractor shall complete a Participant Information Form (PIF) in its entirety (annually for every participant) and submit PIF's for all new clients to Contracts Manager monthly.

10. Referral to Information and Assistance/Case Management

The Contractor shall, subject to client consent, all clients who appear to meet the vulnerability criteria should be referred to the I&A component of the I&A/CM program screening to determine the need for case management.

11. Contribution Policy

The Contractor shall allow persons who receive services funded by Title III of the Older Americans Act a free and voluntary opportunity to contribute to the cost of services provided. The Contractor must protect each person's privacy with respect to his/her contribution, establish procedures to safeguard and account for all contributions made by users of the service and use all such contributions to expand the service for which the contribution was received.

The Contractor shall develop a suggested contribution schedule. If a schedule is developed, the provider must consider the income ranges of older persons in the community and the provider's other sources of income. No otherwise eligible person may be denied service because he/she will not or cannot contribute to the cost of the service.

12. Service Levels

The Contractor shall set as a goal for the current calendar year the following estimated services levels:

- Proposed number of trips to be provided in 2020:  
1,550 trips.
- Proposed number of miles to be provided in 2020:  
71,395 miles.
- Proposed number of unduplicated clients to be served in 2020:  
101 unduplicated clients.



Agreement#: 18-1120-0041-06(3)  
Contractor: MTA  
Service: Transportation  
Effective Date: January 1, 2020

## **SPECIAL TERMS AND CONDITIONS – EXHIBIT C**

LEWIS-MASON-THURSTON AREA AGENCY ON AGING

AND

MASON COUNTY TRANSPORTATION PUBLIC BENEFIT AREA  
dba  
MASON TRANSIT AUTHORITY

THE PURPOSE OF THIS DOCUMENT is to establish Special Terms and Conditions for this Agreement between LMTAAA and the Contractor.

- 1. Purpose.** It is the purpose of this Agreement to provide Transportation Services, in compliance with Washington State Department of Social and Health Services, Aging and Long Term Support Administration (hereinafter referred to as "DSHS") service definitions, standards and/or guidelines and in accordance with the herein enumerated work plan, to individuals age sixty (60) years and above who are determined to be eligible for this service under the Washington State Senior Citizens Services Act, and/or provisions of the Older Americans Act of 1965, as amended.
- 2. Period of Performance.** Subject to its other provisions, the period of performance of this Agreement shall **commence on January 1, 2020 and be completed on December 31, 2020** unless terminated sooner according to provisions enumerated in the General Terms and Conditions.
- 3. Service Area.** The geographic service area in which the Contractor shall provide the defined service is Mason County.
- 4. Eligibility Determination.** Determination of client eligibility for service under this Agreement shall be determined by the Contractor according to the applicable laws and regulations of the Washington State Senior Citizens Services Act, and/or provisions of the Older Americans Act of 1965, as amended. Priority will be given to vulnerable, low-income, minority and limited-English speaking elderly and those individuals meeting target population criteria as outlined in program standards the Aging and Long Term Support Administration Policy and Procedures Manual for Area Agency on Aging Operations. The Contractor shall develop methods for locating and identifying the priority individuals.

5. **Consideration and Reimbursement.**

A. Maximum Consideration

The maximum consideration for work performed under this Agreement shall not exceed **Thirty-Eight Thousand Nine Hundred and Ten Dollars (\$38,910)** from the provisions of the Older Americans Act of 1965, as amended and/or Washington State Senior Citizens Services Act.

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

B. Basis for Reimbursement

This is a Fee for Service sub-recipient contract. Payment shall be made on the basis of **Fifty-seven point five cents (\$.57.5) per mile** delivered in accordance with the terms of this Agreement.

C. Match Requirements

The federal share of the total cost, including match, may not exceed eighty-five percent (85%) of the total cost of this Agreement. The required non-federal match is **Six Thousand Eight Hundred Sixty-Seven (\$6,867)**. Local match may be met with cash and/or in-kind resources, identified in the budget and utilized in the performance of the service(s) described in this Agreement.

D. Reimbursement Procedure

- (1) LMTAAA shall provide payment to the Contractor for costs of services performed hereunder as evidenced by proper invoice submitted by the Contractor to LMTAAA no later than the fifteenth day of each calendar month following the calendar month during which the services were performed.
- (2) LMTAAA agrees to make payment with warrants for services provided as approved by the LMTAAA within thirty (30) days following receipt of the Contractor's claim for reimbursement, except as otherwise provided in the General Terms and Conditions.
- (3) LMTAAA may withhold reimbursement from the Contractor if the terms of this Agreement are not met. Reimbursement may be withheld for a time equal to the period of non-compliance.

(4) LMTAAA may reduce the Contractor's reimbursement by One Hundred Dollars (\$100.00) for each failure to include the required listing of LMTAAA and funding source information on Contractor controlled public materials and messages.

6. **Budget.** The Contractor must provide a description of how the budgeted and actual costs of the service provided under this Agreement were calculated. This may be in the form of a formal written Cost Allocation Plan or it might be a simple worksheet that includes formulas that were used to allocate a percentage of shared costs to the activities of this Agreement. Allocations must be based on measurable and verifiable indicators such as units provided, FTEs disbursed, or square footage among others. This description must be submitted annually with the new budget and whenever allocation changes are made during the contract year.

7. **Reports.**

A. The LMTAAA requires programmatic reports be submitted by the fifteenth day of the month following the month service was provided.

B. The Contractor shall submit revenue/expenditure reports by the last day of the month following the end of each calendar quarter.

Revenue/expenditure reports shall conform to the following requirements:

(1) Revenue and Expenditures

- a. A complete record of all revenues earned from all sources and all expenditures incurred in the provision of services performed hereunder;
- b. All amounts of revenue and expenditure are traceable to source documents;
- c. All revenue and expenditures are allocated using the approved cost allocation plan and budget developed for the provision of services performed hereunder;
- d. Worksheets and source documents are readily available and reviewable.

(2) Number of Service Units

- a. Traceable back to source documents;
- b. Source documents are readily available and reviewable.

(3) Projections

- a. Reasonable and complete;

- b. Worksheets and source documents are readily available and reviewable.

8. **Provisions of Service Delivery.** In addition to the Statement of Work and General Terms and Conditions, the Contractor agrees to the following:

- A. The Contractor shall provide advanced written notification to LMTAAA of all proposed changes in the administration of the program and/or staffing plan. Program and staffing plan changes must be reviewed and approved by LMTAAA prior to implementation.
- B. The Contractor shall provide written notification to LMTAAA when prioritization plans need to be implemented. Prioritization plans must be reviewed and approved by LMTAAA prior to implementation.
- C. The Contractor shall notify LMTAAA of any significant management problems or situations that may impact the provision of service.
- D. The Contractor shall conduct annual client satisfaction surveys and share the results with LMTAAA. Original responses to the client satisfaction surveys will be made available to LMTAAA upon request and/or monitoring visits.
- E. The Contractor shall provide substantially equal levels of service in all months within the period of performance of this Agreement.

Service	Transportation
Funding Source	OAA IIIB/SCSA

**Budget**  
2018-2021 RFP Attachment H

Total Budget	\$65,182
Units of Service	67,050
Unit Rate (if applicable)	\$0.97

Contract unit rate: \$0.580

Total \$99,191  
less in-kind \$32,725  
less non-qualified trips \$1,284  
Contract budget \$65,182

A	B	C	D	E	F	G
Description	Total All F+G	OAA/SCSA funds	Project Income	Other Cash	Subtotal C+D+E	In-Kind
<b>TOTALS</b>	<b>\$99,191</b>	<b>\$38,910</b>	<b>\$2,000</b>	<b>\$24,106</b>	<b>\$65,016</b>	<b>\$34,175</b>
<b>Salaries</b>	<b>\$46,665</b>		<b>\$2,000</b>	<b>\$11,315</b>	<b>\$13,315</b>	
<i>see staffing plan</i>	\$13,315		\$2,000	\$11,315	\$13,315	
<i>Volunteer Hours est @2,900</i>	\$33,350					\$33,350
<b>Benefits</b>	<b>\$8,196</b>			<b>\$8,196</b>	<b>\$8,196</b>	
<i>FICA</i>	\$1,019			\$1,019	\$1,019	
<i>Unemployment</i>	\$0				\$0	
<i>L&amp;I</i>	\$143			\$143	\$143	
<i>Retirement</i>	\$1,712			\$1,712	\$1,712	
	\$5,322			\$5,322	\$5,322	
<i>Dental</i>	\$0					
<i>Other (vision)</i>	\$0					
<b>Office Supplies</b>	<b>\$200</b>					
<i>Office supplies, copying</i>				\$200	\$200	
<b>Operating Supplies</b>	<b>\$0</b>					
<i>mail, gas</i>				\$20	\$20	
<b>Professional Services</b>	<b>\$0</b>					
<b>Communications</b>	<b>\$0</b>					
<i>phone, internet</i>						
<b>Staff Travel</b>	<b>\$0</b>					
<b>Other Travel</b>	<b>\$32,000</b>	<b>\$28,750</b>		<b>\$2,425</b>	<b>\$31,175</b>	<b>\$825</b>
<i>Other Travel- Additionally Awarded Funds</i>		\$9,810				
<b>Advertising</b>	<b>\$1,450</b>	<b>\$350</b>		<b>\$1,100</b>	<b>\$1,450</b>	
<i>advertising printing, advertising</i>						
<b>Operating Rentals</b>	<b>\$0</b>					
<i>(name type of rental)</i>						
<b>Insurance</b>	<b>\$0</b>					
<b>Public Utilities</b>	<b>\$0</b>					
<b>Repairs/Maintenance</b>	<b>\$0</b>					
<b>Miscellaneous Expense</b>	<b>\$320</b>					
<i>Volunteer Recognition, Postage</i>				\$320	\$320	
<b>Education/Training</b>	<b>\$150</b>			<b>\$150</b>	<b>\$150</b>	
<b>Contract Services</b>	<b>\$400</b>					
<i>Background &amp; DMV checks</i>				\$400	\$400	
<b>Equipment Expense</b>	<b>\$0</b>					
<i>(name type of expense)</i>						



# CONTRACT SIGNATURE AUTHORIZATION

## Lewis-Mason-Thurston Area Agency on Aging

CONTRACTOR: \_\_\_\_\_

SERVICE: \_\_\_\_\_

This is to certify that: the following named person(s) are authorized by the above named Contractor **to commit the Contractor to the terms and conditions of contracts** written between itself and the Lewis-Mason-Thurston Area Agency on Aging; and their specimen signatures are genuine.

1. \_\_\_\_\_  
Name (typed or printed) Title

\_\_\_\_\_  
Specimen Signature

2. \_\_\_\_\_  
Name (typed or printed) Title

\_\_\_\_\_  
Specimen Signature

3. \_\_\_\_\_  
Name (typed or printed) Title

\_\_\_\_\_  
Specimen Signature

4. \_\_\_\_\_  
Name (typed or printed) Title

\_\_\_\_\_  
Specimen Signature

**Certified By:** \_\_\_\_\_

Contractor Signature  
(President, Chairman of Board or comparable official)

\_\_\_\_\_  
Title Date

# INVOICE SIGNATURE AUTHORIZATION

Lewis-Mason-Thurston Area Agency on Aging

CONTRACTOR: \_\_\_\_\_

SERVICE: \_\_\_\_\_

This is to certify that: the following named person(s) are **authorized to sign requests for payment of services** provided by the Contractor; and their specimen signatures are genuine.

1. \_\_\_\_\_  
Name (typed or printed) Title  
\_\_\_\_\_  
Specimen Signature

2. \_\_\_\_\_  
Name (typed or printed) Title  
\_\_\_\_\_  
Specimen Signature

3. \_\_\_\_\_  
Name (typed or printed) Title  
\_\_\_\_\_  
Specimen Signature

4. \_\_\_\_\_  
Name (typed or printed) Title  
\_\_\_\_\_  
Specimen Signature

**Certified By:** \_\_\_\_\_  
Contractor Signature  
(President, Chairman of Board or comparable official)

\_\_\_\_\_  
Title Date



**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 2 – *Informational*  
**Subject:** Change Order #1 – Roundabout Project  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 21, 2020

**Background:**

The work included in the change order is directly tied to work scoped in the original bid documents. The original bid documents show work being performed on the MTA Belfair park and ride site. The MTA Belfair park and ride site has a comprehensive approved grading permit for the full park and ride site. The original contract was scoped to construct a portion of the park and ride site to provide shared stormwater improvements for the roundabout and the park and ride. The additional work scoped in the change order was to develop the grading of the site and the other stormwater pond to ensure proper function of the shared stormwater pond and to ensure the park and ride site integrated with the frontage road improvements. The additional grading also helps to prevent erosion and sediment for the original scope of work.

**Summary: Information provided regarding Change Order #1 in an amount not to exceed \$85,000.**

**Fiscal Impact:**

Not to Exceed \$85,000

**Belfair Park and Ride Development – Log Yard Road Roundabout**  
Mason Transit Authority

**Construction Change Directive: 001**

December 16, 2019

**Contract Modification:**

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

1. Progress with onsite rough grading based on the Mason County approved grading permit plans.

**Attachments:**

1. ACI T&M breakdown per approximate day of rough grading.

**PROPOSED CONTRACT ADJUSTMENTS:**


The contract sum will be adjusted on the following basis:


- Lump Sum:
- As follows: Time and Materials per the attached approximate daily rates from ACI not to exceed \$85,000.

The contract time will:

- Remain unchanged:
- (Increase) (Decrease) by \_\_\_\_\_ days

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

Issued By:  Date: 12/17/19

Approved By:  Date: 12/31/19

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

Accepted By:  Date: 12-17-19

Active Construction Inc.

**CHANGE ORDER  
001**

OWNER Mason Transit Authority  
 ENGINEER SCJ Alliance  
 CONTRACTOR Active Construction Inc.  
 FIELD  
 OTHER

PROJECT:  
 Log Yard Road Roundabout  
 MTA Belfair Park and Ride

CHANGE ORDER NO.: 001  
 DATE: June 5, 2019  
 ENGINEER'S PROJECT NO.: 738.05

TO CONTRACTOR:  
 Active Construction Inc.  
 PO Box 430  
 Puyallup, WA 98371

The Contract is changed as follows:

See attached detailed listing for CCD 001 NTE \$85,000.00

**Total Change Order # 001 \$85,000.00**

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

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

Net change by previously authorized Change Orders	\$0.00
The (Contract Sum) ( <del>Guaranteed maximum Price</del> ) prior to this Change Order was	\$2,422,172.00
The ( <del>Contract Sum</del> ) (Guaranteed Maximum Price) will be (increased) ( <del>decreased</del> ) (unchanged) by this Change Order in the amount of	\$85,000.00
The new ( <del>Contract Sum</del> ) (Guaranteed Maximum Price) including this Change Order will be	\$2,507,172.00

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

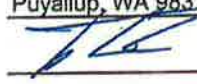
NOTE: This summary does not reflect changes in the Contract sum, Contract Time or Guaranteed Maximum Price which will have been authorized by Construction Change Directive.

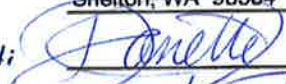
ENGINEER  
 SCJ Alliance  
 8730 Tallon Lane NE, Suite 200  
 Lacey, WA 98516

CONTRACTOR  
 Active Construction Inc.  
 PO Box 430  
 Puyallup, WA 98371

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

BY 

 Tyler Ceccanti



DATE 12/17/19

12-17-19

12/31/19

A.C.I. PROJECT	LOG YARD ROAD & SR-3 ROUNADABOUT				A.C.I. PHASE CODE
19-035					
<b>DESCRIPTION OF WORK</b>					
Below is a ROM for a daily rate to rough grade the MTA park and ride area.					
<b>LABOR CLASS / RATES</b>					
<b>MANPOWER</b>	<b>HOURS</b>	<b>@</b>	<b>RATE</b>	<b>TOTAL</b>	
WORKING FOREMAN 1.0	8.0	@	\$79.33	\$634.64	
OPERATOR @ 1.0	16.0	@	\$75.13	\$1,202.08	
LABORER @ 1.0	8.0	@	\$59.88	\$479.04	
<b>SUBTOTAL LABOR</b>				<b>\$2,315.76</b>	
<b>EQUIPMENT DESCRIPTION / RATES</b>					
<b>EQUIP. NO.</b>	<b>EQUIPMENT DESCRIPTION</b>	<b>HOURS</b>	<b>@</b>	<b>RATE</b>	<b>TOTAL</b>
	ON-HWY LIGHT DUTY TRK	8.0	@	\$32.00	\$256.00
461,465	A30 OFF ROAD TRUCK	8.0	@	\$118.00	\$944.00
243,391	650J DOZER	8.0	@	\$69.00	\$552.00
434	850J DOZER	8.0	@	\$114.00	\$912.00
286	ZAXIS 330L EXCAVATOR	8.0	@	\$134.00	\$1,072.00
<b>SUBTOTAL EQUIPMENT</b>				<b>\$3,736.00</b>	
<b>MATERIAL COSTS</b>					
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>@</b>	<b>RATE</b>	<b>TOTAL</b>	
<b>SERVICE COSTS</b>					
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>@</b>	<b>RATE</b>	<b>TOTAL</b>	
<b>SUB CONTRACTOR</b>					
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>@</b>	<b>RATE</b>	<b>TOTAL</b>	
			<b>MARK-UP ON LABOR</b>	29%	\$671.57
<b>SUBTOTAL LABOR</b>				<b>\$2,987.33</b>	
			<b>MARK-UP ON EQUIPMENT</b>	21%	\$784.56
<b>SUBTOTAL EQUIPMENT</b>				<b>\$4,520.56</b>	
<b>GRAND TOTAL</b>					<b>\$7,507.89</b>

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

**Agenda Item:** New Business – Item 3 – *Actionable*  
**Subject:** Salary Compensation and Wage Matrix  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 21, 2020

### **Background:**

With the second draft of the 2020 Budget, the Non-represented Compensation and Philosophy Plan and the updated Non-represented Placement Schedule were included for review as part of the Budget Narrative. When presenting the final budget for approval in December the actionable Salary Matrix item was omitted from the narrative.

The Non-represented Placement Schedule was last updated in 2015. Using the WSTA Salary Repository along with local area employers' wage data, each non-represented position was reviewed. It was discovered that a handful of positions were under-valued when comparing to other transit agencies or local employers. In fact, some positions were below the average low of some peers. This information was reviewed with both the Board HR & Finance Committees. As a result, it was proposed that the scale receive a 5% increase. The approved 2020 Budget included wage adjustments for the identified positions.

**Summary: Approve the Salary Matrix and Compensation Philosophy for non-represented employees.**

### **Fiscal Impact:**

Included in the 2020 Budget.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board adopt Resolution No. 2020-02, to approve the Non-represented Placement Schedule.

**MASON TRANSIT AUTHORITY  
NON-REPRESENTED PLACEMENT SCHEDULE 2020**

Job Classes / Job Titles	Grade	Range 1		Range 2		Range 3		Range 4		Positions for Comparison	Repository		2019 Actual 12/31/2019
											Avg Low	Avg High	
IT Support	<b>1</b>												
	Annual	\$ 30,160	\$ 31,668	\$ 31,668	\$ 33,251	\$ 33,251	\$ 34,914	\$ 34,914	\$ 36,660				
	Hourly	\$ 14.5000	\$ 15.2250	\$ 15.2250	\$ 15.9863	\$ 15.9863	\$ 16.7856	\$ 16.7856	\$ 17.6248				
	Proposed	Annual	\$ 31,668	\$ 33,251	\$ 33,251	\$ 34,914	\$ 34,914	\$ 36,660	\$ 36,660	\$ 38,493	Entry- Data Analyst	\$ 34,462	\$ 45,695
	Hourly	\$ 15.2250	\$ 15.9863	\$ 15.9863	\$ 16.7856	\$ 16.7856	\$ 17.6248	\$ 17.6248	\$ 18.5061				
Accounting Assistant T-CC Facilities Technician	<b>2</b>												
	Annual	\$ 36,546	\$ 38,373	\$ 38,373	\$ 40,292	\$ 40,292	\$ 42,306	\$ 42,306	\$ 44,421	Entry- Acctg Asst	\$ 38,813	\$ 51,243	
	Hourly	\$ 17.5700	\$ 18.4485	\$ 18.4485	\$ 19.3709	\$ 19.3709	\$ 20.3395	\$ 20.3395	\$ 21.3564	Mid- Acctg Asst	\$ 43,490	\$ 56,815	\$ 43,680
	Proposed	Annual	\$ 38,373	\$ 40,292	\$ 40,292	\$ 42,306	\$ 42,306	\$ 44,421	\$ 44,421	\$ 46,642	Entry- Fac. Maint. Worker	\$ 37,881	\$ 47,347
	Hourly	\$ 18.4485	\$ 19.3709	\$ 19.3709	\$ 20.3395	\$ 20.3395	\$ 21.3564	\$ 21.3564	\$ 22.4243	Mid-Fac. Maint. Worker	\$ 47,052	\$ 60,129	
T-CC Building Superintendent Executive Assistant	<b>3</b>												
	Annual	\$ 46,634	\$ 48,965	\$ 48,965	\$ 51,414	\$ 51,414	\$ 53,984	\$ 53,984	\$ 56,683	Mid- Clerk/Exec Asst	\$ 52,826	\$ 70,171	\$ 51,787
	Hourly	\$ 22.4200	\$ 23.5410	\$ 23.5410	\$ 24.7181	\$ 24.7181	\$ 25.9540	\$ 25.9540	\$ 27.2517	Mid- Fac. Maint. Supv	\$ 65,646	\$ 82,027	
	Proposed	Annual	\$ 48,965	\$ 51,414	\$ 51,414	\$ 53,984	\$ 53,984	\$ 56,683	\$ 56,683	\$ 59,518	Senior- Fac. Maint. Worker	\$ 49,095	\$ 67,824
	Hourly	\$ 23.5410	\$ 24.7181	\$ 24.7181	\$ 25.9540	\$ 25.9540	\$ 27.2517	\$ 27.2517	\$ 28.6142				
Staff Accountant Outreach/Transit Planner Lead Mechanic	<b>4</b>												
	Annual	\$ 48,984	\$ 51,433	\$ 51,433	\$ 54,005	\$ 54,005	\$ 56,705	\$ 56,705	\$ 59,540				
	Hourly	\$ 23.5500	\$ 24.7275	\$ 24.7275	\$ 25.9639	\$ 25.9639	\$ 27.2621	\$ 27.2621	\$ 28.6252				
	Proposed	Annual	\$ 51,433	\$ 54,005	\$ 54,005	\$ 56,705	\$ 56,705	\$ 59,540	\$ 59,540	\$ 62,517			
	Hourly	\$ 24.7275	\$ 25.9639	\$ 25.9639	\$ 27.2621	\$ 27.2621	\$ 28.6252	\$ 28.6252	\$ 30.0564	Mid-Mechanic	\$ 54,169	\$ 65,378	\$ 58,178
Ops/Safety Training Supervisor Systems Administrator Comm Center Supervisor	<b>5</b>												
	Annual	\$ 51,771	\$ 54,359	\$ 54,359	\$ 57,077	\$ 57,077	\$ 59,931	\$ 59,931	\$ 62,927	Mid- Dispatch Supv	\$ 56,444	\$ 75,781	\$ 58,285
	Hourly	\$ 24.8897	\$ 26.1342	\$ 26.1342	\$ 27.4409	\$ 27.4409	\$ 28.8129	\$ 28.8129	\$ 30.2536	*Entry-Ops Supv	\$ 60,591	\$ 78,514	\$ 52,936
	Proposed	Annual	\$ 54,359	\$ 57,077	\$ 57,077	\$ 59,931	\$ 59,931	\$ 62,927	\$ 62,927	\$ 66,074	*Road Manager	\$ 49,258	\$ 64,099
	Hourly	\$ 26.1342	\$ 27.4409	\$ 27.4409	\$ 28.8129	\$ 28.8129	\$ 30.2536	\$ 30.2536	\$ 31.7663	Mid-Trainer/Supv	\$ 67,167	\$ 89,550	\$ 55,004
Assistant Ops Manager	<b>6</b>												
	Annual	\$ 59,543	\$ 62,520	\$ 62,520	\$ 65,647	\$ 65,647	\$ 68,929	\$ 68,929	\$ 72,375	Entry- Acctg Supv	\$ 49,025	\$ 68,994	\$ 59,594
	Hourly	\$ 28.6266	\$ 30.0579	\$ 30.0579	\$ 31.5608	\$ 31.5608	\$ 33.1389	\$ 33.1389	\$ 34.7958	Mid-Acctg Supv	\$ 69,633	\$ 87,719	
Proposed	Annual	\$ 62,520	\$ 65,647	\$ 65,647	\$ 68,929	\$ 68,929	\$ 72,375	\$ 72,375	\$ 75,994	Mid-Ops Supv	\$ 61,330	\$ 79,206	\$ 66,056
	Hourly	\$ 30.0579	\$ 31.5608	\$ 31.5608	\$ 33.1389	\$ 33.1389	\$ 34.7958	\$ 34.7958	\$ 36.5356				
Admin. Services Manager Maintenance Manager Operations Manager	<b>7</b>												
	Annual	\$ 72,375	\$ 75,994	\$ 75,994	\$ 79,794	\$ 79,794	\$ 83,783	\$ 83,783	\$ 87,973	Mid- Finance Mgr.	\$ 71,673	\$ 97,321	\$ 79,397
	Hourly	\$ 34.7958	\$ 36.5356	\$ 36.5356	\$ 38.3624	\$ 38.3624	\$ 40.2805	\$ 40.2805	\$ 42.2945	Mid-HR Mgr.	\$ 75,668	\$ 98,656	
	Proposed	Annual	\$ 75,994	\$ 79,794	\$ 79,794	\$ 83,783	\$ 83,783	\$ 87,973	\$ 87,973	\$ 92,371	Mid-Ops Mgr.	\$ 81,556	\$ 109,994
	Hourly	\$ 36.5356	\$ 38.3624	\$ 38.3624	\$ 40.2805	\$ 40.2805	\$ 42.2945	\$ 42.2945	\$ 44.4092	Mid-Fleet & Fac. Mgr	\$ 75,441	\$ 101,420	\$ 81,886
General Manager	<b>8</b>												
	Annual	\$ 83,377	\$ 87,546	\$ 87,546	\$ 91,923	\$ 91,923	\$ 96,519	\$ 96,519	\$ 101,345	General Manager	\$ 86,601	\$ 113,622	\$ 100,740
	Hourly	\$ 40.0851	\$ 42.0894	\$ 42.0894	\$ 44.1938	\$ 44.1938	\$ 46.4035	\$ 46.4035	\$ 48.7237				
	Proposed	Annual	\$ 87,546	\$ 91,923	\$ 91,923	\$ 96,519	\$ 96,519	\$ 101,345	\$ 101,345	\$ 106,413			
	Hourly	\$ 42.0894	\$ 44.1938	\$ 44.1938	\$ 46.4035	\$ 46.4035	\$ 48.7237	\$ 48.7237	\$ 51.1599				

**RESOLUTION NO. 2020-02**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING THE ATTACHED NON-REPRESENTED PLACEMENT  
SCHEDULE.**

**WHEREAS, the Mason Transit Authority Board** has received the Non-Represented Placement Schedule (also known as a wage and salary matrix) and its proposed annual and hourly salary range increases; and

**WHEREAS,** the salaries, as proposed, have been provided for in the 2020 Budget that was approved by the Board pursuant to Resolution No. 2019-30;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the attached Non-Represented Placement Schedule attached hereto as Exhibit A, is hereby approved.

Adopted this 21<sup>st</sup> day of January, 2020.

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

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

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

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

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

\_\_\_\_\_  
[Vacant], Authority Member

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

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

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

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

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

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



## Mason Transit Authority Regular Board Meeting

**Agenda Item:** New Business – Item 4 – *Actionable*  
**Subject:** Capital Grant Agreement No. PTD0005  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 21, 2020

### Background:

MTA has been awarded a Capital Grant Agreement (PTD0005) as a part of the Washington State Department of Transportation's Discretionary Grant Program for the purchase of two (2) replacement heavy duty hybrid buses to replace two 40-foot diesel buses to support the commuter service in rural Mason County as described in Project A of the agreement. These hybrid buses will replace two of MTA's worker driver buses that are beyond their useful life.

The agreement has been reviewed by legal counsel.

**Summary: Approve Capital Grant Agreement No. PTD0005.**

### Fiscal Impact:

\$296,538

### Staff Recommendation:

Approve.

### Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2020-03 that approves the Capital Grant Agreement PTD0005 and authorizes the General Manager to sign that Agreement.



**WSDOT Contact:** Alan Soicher 360-333-8946

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

<b>Discretionary Grant Program Capital Grant Agreement</b>			
<b>Agreement Number</b>	PTD0005	<b>Contractor:</b>	<b>Mason County Public Transportation Benefit Area Mason Transit Authority 790 E Johns Prairie Shelton, WA 98584-1265</b>
<b>Term of Project</b>	July 1, 2019 through the useful life of the Project Equipment		
<b>Vendor #</b>	911554133		
<b>CFDA #</b>	20.526 (\$5339)		
<b>DUNS</b>	832544217		
<b>Service Area</b>	As defined in Scope of Work and Budget	<b>Contact:</b>	Danette Brannin 360-426-9434

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

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

WHEREAS, the CONTRACTOR has requested funds for the above shown project or program, which has been selected by WSDOT for funding assistance.

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

**SCOPE OF WORK AND BUDGET**

<b>Current Agreement Costs</b>	
Federal Funds	\$ 1,482,690
State Funds	\$ -
<b>Total Grant Funds</b>	<b>\$ 1,482,690</b>
Contractor's Funds	\$ 296,538
<b>Total Current Agreement Cost</b>	<b>\$ 1,779,228</b>

**Funding by Project**

**Project A:** Two (2) Replacement Heavy-Duty Buses

**UPIN #** PTV1803

**Service Area:** Mason County

**Scope of Work:** Purchase two (2) heavy duty hybrid buses to replace two 40-foot diesel buses to support commuter service in rural Mason County, Washington.

<b>Funds</b>	<b>Federal Award Identification #</b>	<b>Current Percentage</b>	<b>Current Funds</b>	<b>Projected Funds</b>	<b>Total Current and Projected Funds</b>
FTA 5339 (b)	TBD	83%	\$ 1,482,690		\$ 1,482,690
Contractor's Funds	N/A	17%	\$ 296,538		\$ 296,538
<b>Total Project Cost</b>		<b>100%</b>	<b>\$ 1,779,228</b>	<b>\$ -</b>	<b>\$ 1,779,228</b>

**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 "Current 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. 2020-03**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING THE CAPITAL GRANT AGREEMENT PTD0005 AND  
AUTHORIZING THE GENERAL MANAGER TO SIGN THE AGREEMENT.**

**WHEREAS**, the Mason Transit Authority Board has received notification of the award of funding assistance through Washington State Department of Transportation's Consolidated Grant Program to purchase two (2) heavy duty hybrid buses to replace two 40-foot diesel buses to support commuter service in rural Mason County; and

**WHEREAS** PTD0005 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 PTD005 with the Washington State Department of Transportation for \$1,482,690, which requires a local match of \$296,538; and

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

Adopted this 21<sup>st</sup> day of January, 2020.

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

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

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

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

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

\_\_\_\_\_  
[Vacant], 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 5 – *Actionable*  
**Subject:** Appointment of Citizen Adviser to MTA Authority Board  
**Prepared by:** Danette Brannin, General Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 21, 2020

**Background:**

The MTA Bylaw changes that were approved in 2019 provided for appointing a citizen adviser to the Board with the term to be January-December of each year, unless extended by motion of the MTA Board.

MTA has advertised for this position on its website, MTA's social media platforms (Twitter and Facebook) and in the Journal. During the advertising campaign, MTA received two applications – one by MTA's current citizen adviser to the Board, John Piety, and another from Thomas Farmer. Both applications are attached for consideration by the Board.

**Summary: Appoint Citizen Adviser for 2020.**

**Fiscal Impact:**

0

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board appoints citizen [\_\_\_\_\_] to serve as the non-voting citizen adviser to the Board with the term being January-December, 2020.





Non-Voting Adviser to MTA Authority Board

Application to Serve

DATE: 12/10/2019

NAME: John Piety

ADDRESS: [Redacted]
MAILING: [Redacted]
PHONE: [Redacted]
EMAIL: [Redacted]

PREFERRED METHOD OF CONTACT (PLEASE CIRCLE): PHONE EMAIL

OCCUPATION: retired: Administrator University of Washington
IF RETIRED, PLEASE INDICATE FORMER OCCUPATION

HOW LONG HAVE YOU LIVED IN MASON COUNTY? Property owner 55 yrs resident: 26 yrs

WHAT INTERESTS AND/OR SKILLS DO YOU WISH TO OFFER TO THE AUTHORITY BOARD? The Public member of the Authority Board is a volunteer (no pay). I have a number of years volunteering for fire departments, hospital the Democrats and MCTAB. I have a BS and MBA and ride the bus. I wish to offer these skills to the Board.

WHAT DO YOU PERCEIVE IS THE ROLE OR PURPOSE OF THE CITIZEN ADVISER TO THE AUTHORITY BOARD? The role of a Citizen Adviser is to provide information and advise to the Board concerning the bus riding public. This can be issues of concern that members of the Board may not be aware, especially if they are not active riders. This can also include advocacy increasing the active input from the public.

PLEASE LIST ANY FINANCIAL, PROFESSIONAL, OR VOLUNTARY AFFILIATIONS THAT MAY INFLUENCE OR AFFECT YOUR SERVICE AS ADVISER TO THIS BOARD (i.e. create conflict of interest)? I have no affiliations that might influence or affect my service as an adviser to this board. I have no conflict.



# Non-Voting Adviser to MTA Authority Board

Application to Serve

REALISTICALLY, HOW MUCH TIME CAN YOU COMMIT TO ADVISER DUTIES? (PLEASE CHECK BOX)

DAILY     WEEKLY     MONTHLY     QUARTERLY

WHY DO YOU WANT TO SERVE AS THE CITIZEN ADVISER TO THE AUTHORITY BOARD?

Having been an active bus rider since I was 10 yr old, I am a firm believer in public transit. I want to help expand the ability of Mason County Transit to model systems as exist in Europe and Africa. I worked in Seattle for over 20 yrs and used my car perhaps twice a month. A transit system in Mason County close to that capability would be great! I would like to help or best as I can in continuing that development.

SIGNATURE: \_\_\_\_\_

*[Handwritten Signature]*

APPLICANT

12/10/19

DATE

PLEASE RETURN COMPLETED APPLICATION TO: Mason Transit Authority, 790 East Johns Prairie Road, Shelton, WA 98584 ATTN: Board Clerk

\*\*\*\*\*FOR OFFICE USE ONLY\*\*\*\*\*

Visit Scheduled: \_\_\_\_\_

Appointed to Serve: \_\_\_\_\_

Renewal: \_\_\_\_\_

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



Non-Voting Adviser to MTA Authority Board

Application to Serve

DATE: 12/7/19

NAME: Thomas J. Farmer

ADDRESS: [Redacted]

MAILING: [Redacted]

PHONE: [Redacted]

EMAIL: [Redacted]

PREFERRED METHOD OF CONTACT (PLEASE CIRCLE): PHONE EMAIL

OCCUPATION: PUD 3 Commissioner  
IF RETIRED, PLEASE INDICATE FROMER OCCUPATION

HOW LONG HAVE YOU LIVED IN MASON COUNTY? 54 years

WHAT INTERESTS AND/OR SKILLS DO YOU WISH TO OFFER TO THE AUTHORITY BOARD?  
I was a business owner for 34 years in this county. I have a good understanding of the role of the board, through my position of 10 years at PUD 3.

WHAT DO YOU PERCEIVE IS THE ROLE OR PURPOSE OF THE CITIZEN ADVISER TO THE AUTHORITY BOARD?  
The purpose of this position is to be liaison between the public and management of the transit. I have experience working collaboratively with the board and management, at PUD 3.

PLEASE LIST ANY FINANCIAL, PROFESSIONAL, OR VOLUNTARY AFFILIATIONS THAT MAY INFLUENCE OR AFFECT YOUR SERVICE AS ADVISER TO THIS BOARD (i.e. create conflict of interest)?  
none



# Non-Voting Adviser to MTA Authority Board

Application to Serve

**REALISTICALLY, HOW MUCH TIME CAN YOU COMMIT TO ADVISER DUTIES? (PLEASE CHECK BOX)**

DAILY     WEEKLY     MONTHLY     QUARTERLY

**WHY DO YOU WANT TO SERVE AS THE CITIZEN ADVISER TO THE AUTHORITY BOARD?**

I believe I can bring insights to the board to further assist  
the public needs and the board goals. My deep connections  
to this community, and my long standing support of transit  
solutions will be a positive contribution to the Transit Authority

SIGNATURE: \_\_\_\_\_

APPLICANT

12.7.19

DATE

**PLEASE RETURN COMPLETED APPLICATION TO:** Mason Transit Authority, 790 East Johns Prairie Road, Shelton, WA 98584 ATTN: Board Clerk

\*\*\*\*\*FOR OFFICE USE ONLY\*\*\*\*\*

Visit Scheduled: \_\_\_\_\_

Appointed to Serve: \_\_\_\_\_

Renewal: \_\_\_\_\_

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



## 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:** January 21, 2020

### 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. Building Permit Plans were submitted 1/8/20 and are currently being reviewed. Plans were also submitted to Belfair Water District for review 1/3/20.

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 approved plans. Waiting on release of Construction Agreement until land is transitioned to MTA.
- 12/11/19 – MTA recorded transition of land from Overton to MTA. WSDOT required a title report to complete the transaction on their end.

- 1/6/20 – Construction Agreement Approval.

\*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.
  - The WSDOT Construction Agreement was approved 1/6/20 and the Log Yard Road Construction Project is ready

Belfair Park and Ride Project Advertisement: The project team is aiming to advertise the Belfair park and ride construction project 2/12/20. This date will allow incorporating of Mason County permit comments as an addendum. Anticipated bid open date would be 3/7.

Pear Orchard Construction: 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: SCJ sent Shelton Matlock park and ride plans to Parsons/Scarsella. Scarsella is evaluating the plans to begin to coordinate agreements with MTA and implementation.

**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:** January 21, 2020

**Summary for Informational Purposes:**

The monthly MTA Management Reports are attached for your information.

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board January 21, 2020

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board January 21, 2020

## 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.
- Work continues on the roundabout. The Construction Agreement has been signed by WSDOT so work on SR3 will commence.

**T-CC Parking Lot:** Per the City Administrator, 13 bids were received and the lowest bidder was R.W. Scott Construction, Inc. The bid was \$308,641.12. The grant from the Department of Ecology will cover \$257,125 and MTA's share will be \$51,516. We have the funds plus extra encumbered in reserves.

**WSTIP:** Attended Monthly Executive Committee meeting and Board Retreat. For 2020, I will be serving as the Vice President of the Pool as mentioned last month. As such, my duties will increase some by chairing two committees (Governance and Elections) in addition to chairing the Emerging Risk and Opportunity Committee I chaired last year.

**EDC:** Attended monthly EDC Board Meeting. The meeting was very encouraging to hear the support for Shelton School District by the Ridge Motorsports. Signs the community is invested and growing.

### **External Activities:**

- Attended EDC Leadership Breakfast meeting.
- Attended Legislature Send-off Breakfast.
- Participated in the Financial Bite of Reality Fair at Shelton High School.

### **Internal Activities:**

- Usual meetings with the Executive Team. Miscellaneous meetings with staff.
- Prepared for and met with Employee Engagement Committee.
- Met with Driver Shop Stewards.
- Continued work on space planning of Operations area at the T-CC.
- Edited Strategic Plan for Board approval.
- Met with each of my direct reports for pre-evaluation check in.
- Preparing for All-Staff meeting to be held February 9, 2020.
- Procurement training from Finance staff.
- Working through contract compliance with our bus technology vendor.
- Working with Tracy and Josh on file management and structure of our network.
- Assess Belfair office conditions. Marshall and I have a meeting setup with the landlord on January 29, 2020.
- Met with managers to discuss the MTA Sick Leave Policy and suggest edits to send to the Policy Committee. Shop Stewards will have opportunity to review prior to submitting the policy to the Policy Committee.

### **Board Assistance, Awareness and Support:**

We have determined it will be necessary to cancel our contract with the vendor for the bus technology project due to failure of the vendor to meet any project deadlines over the past two years.

Statistics from Clerk of the Board:

The MTA Authority Board made 94 motions of which 42 involved motions to approve resolutions. Of the 42 resolutions that were approved:

- 24 of the resolutions were to either update or approve new policies;
- 14 of the resolutions were to approve GM to sign agreements; and

- The four remaining resolutions were for approving miscellaneous items such as surplus vehicles, etc.

Most of the motions that were not involving resolution approval related to consent agenda items, short-term items and pass changes.

Other interesting items: The bylaws were amended in January, 2019.

## TEAM UPDATES

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

#### **HR Support**

- Participated in conversations with managers for the management of accrued time off, including the consistent application of L & I's definition for the qualifying reason when pertaining to sick leave.
- Participated in Safety Committee meeting. Presented to attendees how the recommendations from L & I were incorporated into the Health & Safety Manual.
- Hosted a Wellness Committee meeting. This meeting served as a launch point in developing a robust program that hopefully will result in MTA receiving AWC's Well City designation that will foster engagement and improve the health and wellness of our team.
- Participated in Employee Engagement Committee meeting.
- Negotiated with Paylocity to receive better (bundled) pricing. As a result, we will receive additional modules for learning management and performance review management for no additional dollars. These products will bring great efficiency to the annual performance review process and provide a platform to easily assign and track training for all staff.
- Researching a fresh approach for harassment training to be provided at the annual All-Staff meeting.
- Launched the nomination process for the Employee of the Year Award outlined in the recently updated Employee Recognition Policy. The nominees and winner will be recognized at the All-Staff meeting

#### **Recruiting**

- Recruiting for back-up Worker Drivers. Provided onboarding for the first of a couple of new hires needed to cover upcoming relocations & retirements.

#### **Administrative Functions**

- Developed a Procurement Checklist that aligns with the Procurement Policy. Updated the procedures document to include links to resources to assist purchasers in complying with the many necessary requirements when purchasing goods and services.
- Reviewed ridership data to provide statistical information as part of this board packet.

#### **Training**

- Marshall, Christina and I attended offsite prevailing wage training provided by L & I.
- Provided training to purchasers throughout the agency for updated procurement procedures. Attendees were alerted to the need for utilizing DBE vendors in their solicitations and to provide documentation as such.

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

#### **T-CC Facility:**

- **Conference Room:** About 150 people utilized the conference room for various functions in December. We hosted several MTA sponsored events (training, monthly board meeting, and our MTA benefits fair) as well as our monthly F.E.S.S. sponsored "Consider the Children" classes (23 students). NW Life Centers service attracted 40 participants this month and the A.R.C. of the Peninsula's program "Healthy Relationships" is winding down for the winter and hosted 7 participants for their bi-weekly get togethers. Fantasia Twirlers used our conference room during the parade to keep their members warm and dry before and after the festivities. Over 50 participants enjoyed the warmth of the conference room during the parade.
- **Kitchen:** Our new kitchen user "Tamales Dona Mary" continues to cook at the T-CC and make delicious tamales, empanadas, mole, various other Spanish favorites, and several traditional beverages. Maria has now opened her own tamale stand on Mountain View and will begin to use our kitchen five days a week beginning in late January. Our regular kitchen vendor "Wild and Woodsy" also used the kitchen at the T-CC to prepare for the OCCU Christmas party. Total numbers for the kitchen/dining room in December was 36 people.
- **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. Successfully scheduled and covered

all shifts with Operations staff for upcoming holiday season and Christmas Parade. Continuing discussions with LeeAnn M. and Marshall K. regarding "Pre-vailing wage." We had a meeting on January 8, 2020 regarding same.

#### Projects/Purchases

- Continuing procurement education with Marshall, LeeAnn, and Christina.
- Purchased carpet shampooer for T-CC.
- Coordinated with Toys for Tots on Christmas tree delivery, decorations, toy delivery, and distribution.
- Working with Raul Soto on the planning for 2020 Toys for Tots in Mason County program.

#### Maintenance

##### **Johns Prairie and Belfair Building Projects/Purchases/Maintenance:**

- Met with WSTA to continue planning the Spring Maintenance meeting and forum held in Vancouver March 31-April 2.
- Scheduling the shop hoist inspections with a local vendor.
- Monitoring weather conditions for possible snow and ice events that may impact service for our customers and staff.

##### **Vehicle Projects/Purchases/Maintenance:**

- Mini Cutaway: Performed the pre-delivery inspection and expect delivery by the end of the month.
- Hybrid Buses: Traveled to Gillig plant located at Livermore, CA and performed the pre-delivery inspection. We expect delivery by the end of the month.
- Cutaways (9): We have completed factory specification confirmation and expect delivery by the middle of May.
- Attended the Awarding Agency Prevailing Wage class in Tumwater on January 17, 2020.

#### **OPERATIONS – Mike Ringgenberg**

- **Driver Evaluations:** Operation Supervisors conducted 40 driver evaluations. Semi-annual driver evaluations are a recommended best practice from WSTIP.
- **Holiday Magic Parade:** The Operations team provided exceptional service during the Holiday Magic Parade and tree lighting ceremony. We provided two special runs for North Mason High School and Pioneer School to ensure all school kids arrived at the tree lighting ceremony on time. We provided one "Ride Transit" bus in the Holiday Magic Parade and moved our T-CC operations from the T-CC to Cedar Street without missing a beat for our riders!
- **2019-2020 Inclement Weather Plan:** The plan was completed and distributed to everyone on Paylocity, we added a few items/lessons learned from the Snowmagedden of 2019. We also have created an MTA Employee Alert text that we test out to be able to inform staff of office closures due to weather events.
- **Service Review Committee:** SRC finished creating the changes to our system that will go into effect on February 3, 2020, public hearings followed by the Community Conversations meetings were held on December 11 at the T-CC and December 12 at the library in Belfair.
- **Operations Supervisors:** Conducted 19 ride recovers and performed 26 driver assists.
- **Operations Office at the T-CC:** Operations helped create a plan for a new operations office at the T-CC and a larger driver break area.
- **Outreach presentations:** During the month of December, Kathy conducted outreach events at: Shelton Holiday Parade and travel training for Oakland Bay Junior High School. Kathy attended the following meetings: Moving Mason Forward and the monthly TIP CAP meeting.
- **Training:** Trina & Lisa trained 7 individuals in CPR/AED/FA and 1 individual in Defensive Driving for vanpool drivers. We had NAMI (National Alliance on Mental Illness), to conduct a 90-minute training session at our January 5, 2020 Operations training & meeting. Matt conducted driver refresher training in bus 650 for one driver. Emergency preparedness training: maintenance staff trained the Operations Supervisors on Emergency Shut-Off procedures for: the fuel island, electric, water, and natural gas.
- **Vanpool:** Usage rate for December 2019 was 80%; 8 of 10 vans were in use.

## 2020 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS



2020 Work Items	Completed as of 1/17/2020	Progress
<b>Objective 1: Safe and Secure</b>		
Quarterly Driver training and refresher training as required		Operations had a meeting on 1/5/2020 and had training from NAMI. Refresher training for first quarter is being scheduled.
Complete CAD/AVL/GPS installation		This continues to be a struggle and we are currently looking at options to terminate.
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		In process of moving Ops to T-CC. Working on procurement.
Ensure L & I safety compliance through training		
Review WSTIP Best Practices for Safety		
Define Safety Committee's purpose and direction		
<b>Objective 2: Effective Transportation Services</b>		
Review DAR services and hours for efficiency and availability		New DAR hours coming to February 3, 2020 service changes. Monitoring will take place throughout 2020.
Expand Zipper route time to 8:00am-5:00pm	✓	Zipper route time has been expanded.
Seek Pilot opportunities and funding		Working on pilot route for Lakeland Village.
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		
<b>Objective 3: Financial Stewardship</b>		
Procurement training for Public Works projects	✓	Staff attended training. Policy has been updated. Processes and forms have been created. Finance staff trained department heads.
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		Have begun first step in network reorganization by moving files that have not been opened for the past two years. Tracy will begin reviewing files to determine next action. Next step is to create a file structure.
<b>Objective 4: Community Partnerships and Responsibility</b>		
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)		See Park & Ride informational page for update.
Brand vehicles		Working on the worker-driver bus graphic design.
Progression toward inclusion of electric vehicles		
<b>Objective 5: Workplace Culture</b>		
Improve communications through established methods		
Incorporate wellness program and encourage participation		First Wellness Committee meeting held 1/16.
Promote skills and job knowledge		
Bargain contracts for drivers and Comm Center		
Employee Engagement committee		Meeting held 1/9 and one scheduled week of 1/27.
Enhance meaningful employee recognition		
Provide more Belfair interaction and oversight		
Prepare a policy review schedule		

## Mason Transit Authority Regular Board Meeting

**Agenda Item:** Informational Report Item 3 – *Informational*  
**Subject:** Operational Reports  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Danette Brannin, General Manager  
**Date:** January 21, 2020

### Summary for Discussion/Informational Purposes:

The 2019 Operations Statistics report highlights performance of costs per passenger trips, miles and hours with direct operational project expenses allocated by miles traveled for each major operational category. The rolling 12-month numbers represents the full year for 2019 compared to the previous rolling 12-month 2018 period.

#### Items of note:

- There was an increase of 77 riders between 2018 & 2019. Had it not been for the snow events of February 2019, ridership would have likely experienced an increase of approximately 19,000 riders. Ridership during this event was on average short by this amount compared to other months.
- Direct Project Expenses in 2019 were slightly less than 2018. Mostly due to the driver shortage that we experienced in addition to diligent cost management in 2019 in the anticipation of I-976.
- The replacement of Route 9 with the Zipper has a wonderful impact on Fixed Route (in county) performance. The Route 9 averaged 622 passengers a quarter, the Zipper is now averaging over 6,000 rides per quarter. We expect to see a greater increase to this service as we increase frequency beginning in February.
- Demand Response utilization is improving with a slight increase in 2019 compared to the past few years experiencing a decline.

Also included is Total Ridership data charted for years 2016-2019. The illustration reflects an improving ridership outlook.

### 2019 vs. 2018 Operations Statistics

<b>Fixed Route (in county)</b>	<b>Oct-Dec 2018</b>	<b>Oct-Dec 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
Passenger Trips <i>(one-way boardings)</i>	42,371	47,812	184,653	177,783	3.9%
<b>Total Vehicle Miles</b>	39,760	41,445	161,318	160,795	0.3%
<b>Total Vehicle Hours</b>	3,385	3,427	12,781	13,731	-6.9%
<b>Direct Project Expenses</b>	<b>\$ 232,780</b>	<b>\$ 252,634</b>	<b>\$ 917,335</b>	<b>\$ 842,769</b>	<b>8.8%</b>
Trips/Mile	1.07	1.15	1.14	1.11	3.5%
Cost/Trip	\$ 5.49	\$ 5.28	\$ 4.97	\$ 4.74	4.8%
Miles Per Hour	11.75	12.10	12.62	11.71	7.8%
Cost/Mile	\$ 5.85	\$ 6.10	\$ 5.69	\$ 5.24	8.5%
Trips/Hour	12.52	13.95	14.45	12.95	11.6%
Cost/Hour	\$ 68.77	\$ 73.73	\$ 71.78	\$ 61.38	16.9%
<b>Fixed Route (out of county)</b>	<b>Oct-Dec 2018</b>	<b>Oct-Dec 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
Passenger Trips <i>(one-way boardings)</i>	33,573	34,444	137,730	141,243	-2.5%
<b>Total Vehicle Miles</b>	98,940	99,327	391,873	393,631	-0.4%
<b>Total Vehicle Hours</b>	4,675	4,529	17,910	18,389	-2.6%
<b>Direct Project Expenses</b>	<b>\$ 627,538</b>	<b>\$ 605,463</b>	<b>\$ 2,173,301</b>	<b>\$ 2,220,450</b>	<b>-2.1%</b>
Trips/Mile	0.34	0.35	0.35	0.36	-2.0%
Cost/Trip	\$ 18.69	\$ 17.58	\$ 15.78	\$ 15.72	0.4%
Miles Per Hour	21.16	21.93	21.88	21.41	2.2%
Cost/Mile	\$ 6.34	\$ 6.10	\$ 5.55	\$ 5.64	-1.7%
Trips/Hour	7.18	7.61	7.69	7.68	0.1%
Cost/Hour	\$ 134.23	\$ 133.70	\$ 121.35	\$ 120.75	0.5%
<b>Demand Response</b>	<b>Oct-Dec 2018</b>	<b>Oct-Dec 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
Passenger Trips <i>(one-way boardings)</i>	9,857	10,668	42,438	42,370	0.2%
<b>Total Vehicle Miles</b>	70,119	79,575	302,877	304,356	-0.5%
<b>Total Vehicle Hours</b>	5,343	6,323	23,022	22,926	0.4%
<b>Direct Project Expenses</b>	<b>\$ 438,148</b>	<b>\$ 485,061</b>	<b>\$ 1,672,013</b>	<b>\$ 1,694,440</b>	<b>-1.3%</b>
Trips/Mile	0.14	0.13	0.14	0.14	0.6%
Cost/Trip	\$ 44.45	\$ 45.47	\$ 39.40	\$ 39.99	-1.5%
Miles Per Hour	13.12	12.58	13.16	13.28	-0.9%
Cost/Mile	\$ 6.25	\$ 6.10	\$ 5.52	\$ 5.57	-0.8%
Trips/Hour	1.85	1.69	1.84	1.85	-0.3%
Cost/Hour	\$ 82.01	\$ 76.71	\$ 72.63	\$ 73.91	-1.7%

<b>Worker Driver</b>	<b>Oct-Dec 2018</b>	<b>Oct-Dec 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
<b>Passenger Trips (one-way boardings)</b>	10,376	10,883	45,688	46,992	-2.8%
<b>Total Vehicle Miles</b>	13,898	13,968	60,042	60,073	-0.1%
<b>Total Vehicle Hours</b>	575	575	2,461	2,477	-0.6%
<b>Direct Project Expenses</b>	<b>\$ 52,899</b>	<b>\$ 51,749</b>	<b>\$ 194,909</b>	<b>\$ 209,118</b>	<b>-6.8%</b>
Trips/Mile	0.75	0.78	0.76	0.78	-2.7%
Cost/Trip	\$ 5.10	\$ 4.76	\$ 4.27	\$ 4.45	-4.1%
Miles Per Hour	24.18	24.28	24.40	24.26	0.6%
Cost/Mile	\$ 3.81	\$ 3.70	\$ 3.25	\$ 3.48	-6.7%
Trips/Hour	18.05	18.92	18.56	18.98	-2.2%
Cost/Hour	\$ 92.05	\$ 89.95	\$ 79.19	\$ 84.44	-6.2%
<b>Express Routes</b>	<b>Oct-Dec 2018</b>	<b>Oct-Dec 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
<b>Passenger Trips (one-way boardings)</b>	6,675	6,221	25,024	27,068	-7.6%
<b>Total Vehicle Miles</b>	23,789	23,948	96,208	85,974	11.9%
<b>Total Vehicle Hours</b>	1,070	933	3,847	4,002	-3.9%
<b>Direct Project Expenses</b>	<b>\$ 155,016</b>	<b>\$ 145,979</b>	<b>\$ 558,479</b>	<b>\$ 570,174</b>	<b>-2.1%</b>
Trips/Mile	0.28	0.26	0.26	0.31	-17.4%
Cost/Trip	\$ 23.22	\$ 23.47	\$ 22.32	\$ 21.06	5.9%
Miles Per Hour	22.22	25.66	25.01	21.48	16.4%
Cost/Mile	\$ 6.52	\$ 6.10	\$ 5.80	\$ 6.63	-12.5%
Trips/Hour	6.24	6.66	6.51	6.76	-3.8%
Cost/Hour	\$ 144.82	\$ 156.39	\$ 145.19	\$ 142.49	1.9%
<b>Total Service</b>	<b>Oct-Dec 2018</b>	<b>Oct-Dec 2019</b>	<b>Rolling 12 Months</b>	<b>Rolling Prev. 12 mos.</b>	<b>Rolling Variance</b>
<b>Passenger Trips (one-way boardings)</b>	102,852	110,028	435,533	435,456	0.0%
<b>Total Vehicle Miles</b>	246,506	258,263	1,012,318	1,014,856	-0.3%
<b>Total Vehicle Hours</b>	15,048	15,787	60,020	61,525	-2.4%
<b>Direct Project Expenses</b>	<b>\$ 1,506,382</b>	<b>\$ 1,540,885</b>	<b>\$ 5,516,037</b>	<b>\$ 5,536,951</b>	<b>-0.4%</b>
Trips/Mile	0.42	0.43	0.43	0.43	0.3%
Cost/Trip	\$ 14.65	\$ 14.00	\$ 12.67	\$ 12.72	-0.4%
Miles Per Hour	16.38	16.36	16.87	16.50	2.3%
Cost/Mile	\$ 6.11	\$ 5.97	\$ 5.45	\$ 5.46	-0.1%
Trips/Hour	6.84	6.97	7.26	7.08	2.5%
Cost/Hour	\$ 100.11	\$ 97.61	\$ 91.90	\$ 90.00	2.1%

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

