



AGENDA

Mason Transit Authority Board
Regular Meeting
May 19, 2020, 4:00 p.m.
Mason Transit Authority

*Pursuant to Governor's Proclamation 20-05, the public meeting
to be held virtually using the following WebEx credentials*

To join by phone: 1-408-418-9388
Meeting number (access code): 623 829 390

OPENING PROTOCOL

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

CORRESPONDENCE

CONSENT AGENDA – ACTION

1. Pg. 03: Approval of Minutes: Approval of the minutes of the April 21, 2020 MTA regular Board meeting.
2. Pg. 08: Financial Reports: May, 2020
3. Pg. 17: Check Approval: April 15 – May 13, 2020

REGULAR AGENDA

UNFINISHED BUSINESS: [None]

NEW BUSINESS:

1. Pg. 22: CARES Act 5311 Operating Grant Agreement – Resolution No. 2020-10 – *ACTIONABLE* (Danette)
2. Pg. 42: Electronic Signature Policy (POL-705) – Resolution No. 2020-11 – *ACTIONABLE* (Danette)

INFORMATIONAL

Reports

1. Pg. 47: Park and Ride Update
2. Pg. 48: Management Reports

GENERAL MANAGER'S REPORT

COMMENTS BY BOARD

EXECUTIVE SESSION - An executive session will be held pursuant to RCW 42.30.140 relating to collective bargaining negotiations. Action may follow the executive session.

RESUME OPEN SESSION

ADJOURNMENT

UPCOMING MEETINGS:

**Mason Transit Authority
Regular Meeting
June 16, 2020 at 4:00 p.m.
MTA 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.

DRAFT



Paris, Musée du Louvre

Victoire de Samothrace

Dear Kathy Geist

Thanks for
your friendly
service from MTA

Your company
(MTA) is wonderful

→ coming -

S. Cromley



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MAY 2020 PM 3 L

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MASON Transit
790 E. Johns Parise Rd
Shelton, WA.
98584

**Mason Transit Authority
Minutes of the Regular Board Meeting
April 21, 2020**

Pursuant to Governor's Proclamation 20-05, the public meeting was held virtually using WebEx with the public being able to attend in listen-only mode.



OPENING PROTOCOL

CALL TO ORDER: 4:29 p.m.

Authority Voting Board Members Present: Wes Martin, Chair; Sharon Trask, Vice Chair; John Campbell, Kevin Dorcy, Matt Jewett, Deb Petersen, Kevin Shutty and Sandy Tarzwell. **Quorum met, all named Board members present via WebEx virtual conference.**

Authority Voting Board Members Not Present: Randy Neatherlin.

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

Citizen Advisor to the Board Present: John Piety

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

Others Present via WebEx conference:

Robert Johnson, Legal Counsel and Melinda Johnson of the Governor's Committee on Disability Issues and Employment (GCDE).

ACCEPTANCE OF AGENDA

Moved that the agenda for the April 21, 2020 Mason Transit Authority (MTA) regular board meeting be approved. **Campbell/Petersen. Motion carried.**

CONSENT AGENDA

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

1. **Moved** to approve the minutes of the MTA regular Board meeting of March 17, 2020 and special board meeting of March 24, 2020.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for April, 2020 as presented.

3. **Moved** that the Mason Transit Authority Board approve the payments of March 12 through April 15, 2020 financial obligations on checks #33904 through #34032, as presented for a total of \$996,070.09.

Trask/Campbell. Motion carried.

INFORMATIONAL PRESENTATION BY DR. KEVIN FRANKEBERGER

Dr. Frankeberger provided an update since his presentation at the MTA Authority Board meeting held on September 17, 2019 in connection with the Accessible Community Advisory Committees Act (ACAC). This update included the Shelton and Mason County Outreach Summary from the Governor's Committee on Disability Issues and Employment of which he is a member. He also spoke of his relationship to Shelton, Mason County and Mason Transit Authority as well as discussions with Mason Transit's General Manager, Danette Brannin. Melinda Johnson expressed her appreciation of Mason Transit Authority Board providing Dr. Frankeberger with an opportunity to share his presentation with the Board.

REGULAR AGENDA

UNFINISHED BUSINESS [None.]

NEW BUSINESS

1. **2020 Certifications and Assurances** – Ms. Brannin informed the Board that these certifications and assurances are annual requirements. By signing these documents, Mason Transit Authority agrees to continue to comply with all federal statutes, regulations, Executive Orders and administrative requirements applicable to applications and grants received from the Washington State Department of Transportation (WSDOT). **Moved** that the Mason Transit Authority Board approve and authorize the Board Chair to sign the FTA Fiscal Year 2020 Certifications and Assurances to acknowledge compliance as required. **Tarzwel/Petersen. Motion carried.**
2. **Families First Coronavirus Response Act (FFCRA) Policy (POL-313)** – Ms. Brannin briefed the Board regarding the purpose of this proposed policy that is to provide additional leave coverage for employees impacted by COVID-19 through the FFCRA. This policy is distinct from and in addition to the other types of leave approved by MTA policies. This policy was reviewed and approved for consideration by the Board by legal counsel and MTA's policy committee. **Moved** that the Mason Transit Authority Board approve Resolution No. 2020-09 and the attached Families First Coronavirus Response Act Policy (POL-313). **Tarzwel/Trask. Motion carried.**
3. **Paid Administrative Leave Authorization** – Ms. Brannin described the need for the Board's authorization of the General Manager to authorize paid administrative leave for MTA employees that are working reduced schedules during the COVID-19 pandemic. MTA values their trained staff and has significant time and money invested in its employees. During the COVID-19 pandemic, Ms. Brannin has been authorizing paid Administrative Leave for MTA employees that are working reduced schedules as provided in the Employee Handbook. To provide full transparency, she is seeking the Board's authorization for such action. **Moved** that the Mason Transit Authority Board authorizes the General Manager to authorize paid Administrative Leave for employees that are working reduced schedules. **Campbell/Petersen. Motion carried.**

4. **Change Order #6 – Roundabout Project** – Ms. Brannin shared with the Board that this change order was a result of the need to satisfy a colored concrete requirement of WSDOT. The plans that were bid on did not specify the colored concrete clearly, which caused the contractor to not bid accordingly. The Board asked questions relating to the costs. The Board asked Ms. Brannin to make notes about the various change orders so that the Board could have a conversation with the contractor following completion of the project as they felt the contractor should have known about the WSDOT colored concrete requirement.
5. **Board Committee Meetings Update** – Ms. Brannin reviewed the discussions of the Finance and Operations/Maintenance Committee meetings with the Board and the recommendations from the Committees and staff.

INFORMATIONAL

Ms. Brannin indicated that the Belfair Park and Ride construction bid process will be performed again. This second bid process will be done with the building as an alternate, so that there would be a bid for the parking lot and another for the building, resembling a phased project. This is due to considerations such as funding timing and potential scope changes.

GENERAL MANAGER’S REPORT – No further additions.

COMMENTS BY THE BOARD – Board member Campbell stated that this is not the most satisfactory way to hold a meeting. Board member Petersen expressed thanks for the skills of Josh Jacobs, IT Administrator. Board member Tarzwell expressed appreciation for the test run and Mr. Jacob’s assistance. LeeAnn McNulty, Administrative Services Manager shared with the Board that Governor Inslee had stated in his press conference that he would not be releasing the stay at home order on May 4.

Moved that the meeting be adjourned.

ADJOURNED 5:32 p.m.

UPCOMING MEETINGS AND PUBLIC HEARINGS

**Mason Transit Authority
Regular Meeting**
May 19, 2020 at 4:00 p.m.
MTA Transit-Community Center
601 West Franklin Street
Shelton

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 2 – *Actionable*
Subject: Financial Reports – April 2020
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: May 19, 2020

Summary for Discussion Purposes:

Included are the final draft as submitted for December 2019 and April 2020 Financial Reports with a breakout of T-CC revenue and expenses that shows cost allocation between Transit and Community Center. 2019 YTD totals should be considered in draft form until audited by the State Auditor's Office.

Highlights:

Sales Tax Revenue

Sales tax revenue for February 2020 (received April 30, 2020) was \$372,932, 5% higher than February 2019 and 40% higher than February 2020's budgeted sales tax revenue.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 33% (4/12) of the budget through the end of the year. Total YTD Revenue is under budget at 28.57%. The percentage of Operating grant revenue is lower as we are catching up the match so there is no disruption to cash flow at the end of the biennium. Total YTD Operating Expenses are under budget at 26.92%.

- The operating grant revenue accrual for April is based on the 2020 budgeted amount per grant award letters and an assumption of receiving \$500,000 sales tax equalization revenue award, of which no indication has been made for whether this can be expected due to the unresolved I-976 initiative. Per WSDOT guidance, all eligible operating and Covid 19 related expenses will be claimed from CARES grant funding effective April 1, 2020 through December 31, 2020, or until the awarded \$1.8 million 5311 federal funds are expended.

Fiscal Impact:

April's fiscal impact reflects total revenues of \$604,551 and operating expenses of \$518,950 for a net income of \$85,600.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the financial reports for the period of April 2020, as presented.

Mason Transit Authority Statement of Financial Activities

May 2020 Board Report

% through the year: 33.00%

April Statement of Financial Activities

	April Actual	2020 YTD Actual	2020 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares	\$ 1,256	\$ 23,325	\$ 105,000		22.21%
PSNS Worker/Driver & Vanpool Fares	9,256	65,694	260,000		25.27%
Total Operating Revenue (Fares)	10,512	89,019	365,000		24.39%
Sales Tax	317,834	1,431,289	4,054,264	(1)	35.30%
Operating Grants	254,107	580,755	3,049,288	(2)	19.05%
Rental Income	11,578	52,508	179,520		29.25%
Investment Income	10,153	52,895	50,000		105.79%
Other Non-operating Revenue	367	10,230	61,510	(3)	16.63%
Total Revenue	604,551	2,216,696	7,759,582		28.57%
Expenses					
Wages and Benefits	428,927	1,665,843	6,223,621		26.77%
Contracted services	22,021	64,724	180,475		35.86%
Fuel	10,970	93,513	377,450	(4)	24.77%
Vehicle/Facility Repair & Maintenance	15,436	61,919	325,354		19.03%
Insurance	20,217	80,868	242,605		33.33%
Intergovernmental - Audit Fees	-	-	33,000		0.00%
Rent - Facilities and Park & Ride	2,440	9,760	32,500		30.03%
Utilities	10,423	43,556	137,508		31.67%
Supplies & Small Equipment	3,995	46,182	122,801	(5)	37.61%
Training & Meetings	859	5,142	47,035		10.93%
Other operating expenses	3,662	52,734	167,639	(6)	31.46%
Total Operating Expenses	518,950	2,124,240	7,889,988		26.92%
Net Income (Deficit) from Operations	\$ 85,600	\$ 92,456	\$ (130,406)		
Pooled Reserves	105,635	547,033		(7)	

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 Q1-2020 actual amount requested, plus April accrual.
- (3) Includes LMTAAA Volunteer program revenue - \$7,219, Volunteer Donations - \$277, Sale of Maintenance Services \$595, Community Van - \$553, Sales Tax Interest Income - \$1,462 and Insurance Recoveries - \$77, plus other misc. supplies and small equipment.
- (4) Average diesel price per gallon year to date is \$2.02. Average gasoline price per gallon year to date is \$2.31
- (5) Printing jobs with a total cost of \$13,209.31; TCC Operations Supervisor Office had cabinets, countertops, and lockers installed totaling \$9,747; and new furniture purchased for an Admin office. In addition cleaning/sanitation supplies have seen an increase due to Covid-19. Total cleaning/sanitation supplies expense for the year are \$5,876.
- (6) Includes budget line items from Vehicle Licensing, Copier lease, Advertising/Promotion, Volunteer Driver Reimbursement, Dues, Memberships, and Subscriptions. Expenses through the year include: Volunteer Driver Program reimbursements \$7,289, Advertising \$14,739, Merchant/credit card fees \$2,143 Office Equipment Lease \$1,651, Dues, Memberships, Subscriptions \$23,631, plus other misc. expenses.
- (7) Pooled Reserves is the amount of actual sales tax money received for 2020 in excess of the 2020 budgeted amount. The 2020 YTD Actual amount is not an expenditure and represents the amount put to cash reserves.

Mason Transit Authority Statement of Financial Activities

May 2020 Board Report

% through the year: 100.00%

December Statement of Financial Activities

*As submitted in 2019 Annual Report

	December Actual	2019 YTD Actual	2019 Budget	Notes	Percentage of Budget Used
Revenue					
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	512,346	5,478,270	3,936,179	(1),(8)	139.18%
Operating Grants	129,428	3,447,207	3,189,554	(2)	108.08%
Rental Income	14,248	175,574	143,227		122.58%
Investment Income	13,545	178,661	45,000		397.02%
Other Non-operating Revenue	4,453	245,560	199,233	(3)	123.25%
Total Revenue	703,677	9,865,154	7,881,693		125.17%
Expenses					
Wages and Benefits	221,366	5,168,341	5,919,743	(8)	87.31%
Contracted services	15,407	223,619	208,223		107.39%
Fuel	33,205	384,880	400,250	(4)	96.16%
Vehicle/Facility Repair & Maintenance	32,818	353,183	351,750	(5)	100.41%
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	11,394	127,036	139,781		90.88%
Supplies & Small Equipment	16,998	262,739	131,720	(5)	199.47%
Training & Meetings	774	37,271	74,705		49.89%
Other operating expenses	7,779	125,003	174,863	(6)	71.49%
(Less Operating Expenses Covered by Capital Grants)	-	(146,071)		(5)	
Total Operating Expenses	361,804	6,832,407	7,699,512		88.74%
Net Income (Deficit) from Operations	\$ 341,873	\$ 3,032,746	\$ 182,181	(8)	
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 2019's actual reimbursement request for the year.
- (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.
- (8) Two adjustments were made since the previous published financial statements. One was the adjustment to December's actual sales tax received on 2/29/2020. The other adjustment was to pension expense for the year, which was a reduction in expense by nearly \$400k.

Mason Transit Authority Statement of Financial Activities - TCC

May 2020 Board Report

April Statement of Financial Activities

% through the year: 33.00%

	2020 April Actual	2020 YTD Actual	2020 Budget	Notes	% of Budget Used	YTD - Community Center	YTD - Transit Operations
Revenue							
T-CC Rental	\$ 9,923	\$ 45,887	\$ 158,020	(4)	29.04%	\$ 45,887	\$ -
Other Revenue	-	42	-			42	-
Total Revenue	9,923	45,929	158,020		29.07%	45,929	-
Expenses							
Wages and Benefits	10,959	40,724	140,365		29.01%	40,724	-
Contracted services	741	6,040	20,823		29.01%	5,415	626
Repair & Maintenance	3,120	8,193	15,354	(1)	53.36%	3,954	4,238
Insurance	1,347	5,387	16,161		33.33%	5,387	-
Utilities	3,841	17,085	49,684		34.39%	12,160	4,925
Supplies & Small Equipment	768	3,187	8,011	(2)	39.78%	1,867	1,320
Other Operating Expenses	269	867	2,112	(3)	41.06%	867	-
Total Operating Expenses	21,044	81,482	252,510		32.27%	70,373	11,109
Net Income (Deficit) from Operations	\$ (11,122)	\$ (35,554)	\$ (94,490)			\$ (24,445)	\$ (11,109)

- (1) The HVAC system received new filters and cleaning totaling \$1,157 bringing this line slightly over budget YTD. In addition to this, two new digital store front locks were purchased and installed totaling \$2,869, 5-yr comprehensive fire suppression inspection - \$3,068 .
- (2) Cleaning/sanitation supplies have seen an increase due to Covid-19. Total TCC-related cleaning/sanitation supplies expense for the year is \$1,202
- (3) Annual dues and subscriptions were renewed in January, this line should start to come more in-line with the budget as the year progresses.
- (4) There were no TCC Events held in April, resulting in a decrease of T-CC Rental revenue. Average budgeted monthly TCC Event Rental income is \$2,668.

Mason Transit Authority Statement of Financial Activities - TCC

May 2020 Board Report

December Statement of Financial Activities

% through the year: 100.00%

*As submitted for 2019 Annual Report

	2019 December Actual	2019 YTD Actual	2019 Budget	Notes	% of Budget Used	YTD - Community Center	YTD - Transit Operations
Revenue							
T-CC Rental	\$ 12,618	\$ 156,018	\$ 125,630		124.19%	\$ 156,018	\$ -
Other Revenue	-	179	-			179	-
Total Revenue	12,618	156,197	125,630		124.33%	156,197	-
Expenses							
Wages and Benefits	14,636	135,191	132,383		102.12%	135,191	0
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	-	1,203	3,400		35.37%	1,141	62
(Less Operating Expenses Covered by Capital Grants)	-	(4,216)		(2)		(4,216)	
Total Operating Expenses	24,226	230,292	240,271		95.85%	206,626	23,666
Net Income (Deficit) from Operations	\$ (11,608)	\$ (74,095)	\$ (114,641)			\$ (50,429)	\$ (23,666)

(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

May 2020 Board Report

Cash Balances

	3/31/2020	4/30/2020	Change
Cash - MC Treasurer	\$ 634,172.63	\$ 448,816.68	\$ (185,355.95)
Investments - MC Treasurer	9,000,000.00	8,500,000.00	(500,000.00)
Payroll - ACH Columbia Bank	197,340.39	\$ 329,914.46	\$ 132,574.07
Petty Cash/Cash Drawers	500.00	500.00	\$ -
TOTAL	\$ 9,832,013.02	\$ 9,279,231.14	\$ (552,781.88)

Cash Encumbrances

Grant Related:

Three (3) 35' Coaches, Six (6) Cutaways - 5339 Fed 25% Match	\$ 558,769
This encumbrance is dependent on grant application success.	
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
Total Grant Match	<u>2,156,685</u>

Reserves:

Total Grant Match	2,156,685
General Leave Liability	207,249
Emergency Operating Reserves	2,000,000
Facility Repair Reserve	150,000
Emergency/Insurance Reserves	100,000
Operating Grant Match Reserve	84,875
Future Operating Reserves	2,679,700
Capital Project Reserves ¹ /Belfair Roundabout	1,406,728
Fuel Reserves	120,000
IT Investments	40,000
Total Encumbered	<u>\$ 8,945,237</u>

Total of Cash	\$ 9,279,231.14
Less Encumbrances	<u>8,945,237.00</u>
Undesignated Cash Balance Total (Including Reserves)	333,994.14
Investments - MC Treasurer (Reserves)	9,000,000.00
Less Encumbrances	<u>8,945,237.00</u>
Undesignated Cash Reserves	\$ 54,763.00

Sales Tax Revenue received in excess of the budgeted amount is reserved in Future Operating Reserves to provide break-even for 5-yr. sustainability projections, with additional amounts reserved for Capital Project Reserves¹.

Mason Transit Authority Capital Budget

May 2020 Board Report

As of April 30, 2020

Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Costs to Date	Purpose
T-CC Parking Lot	302,500	250,000	102,500	-	-	5,615	Parking lot behind TCC
Park & Ride Development - 2015-2019 RMG Funds	6,371,134	5,617,000	950,000	-	1,180,703	3,817,826	Construct Belfair P&R; upgrade other P&Rs
JP Copy Machine	7,000	-	7,000	-	5,412	5,412	Purchase new copy machine rather than leasing over 5-year term.
JP Exterior Paint	85,000	-	-	85,000	-	-	
Radich building roof repair	35,000	-	-	35,000	-	-	
Scissor Lift - TCC	15,000	-	-	15,000	-	-	Lift for atrium and gymnasium maintenance
HVAC Units	50,000	-	-	50,000	-	-	Replace units in Buildings 1 and 2
Bus Technology	30,915	-	30,915	-	-	-	Final Payment for incorporated bus technology.
Coach Repairs	116,500	116,500	-	-	37,161	68,057	Rebuild engines and transmissions in 3 coaches to extend life. Funded by Sales Tax Equalization.
Total Miscellaneous Capital Projects	7,013,049	5,983,500	1,090,415	185,000	1,223,276	3,896,910	
2 Worker Driver Coaches	1,779,228	1,482,690	296,538	-	1,542,503	1,542,503	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
Mini Cutaway	80,000	80,000	5,374	-	85,374	85,374	Expansion vehicle; funded through Sales Tax Equalization
1 Coach	510,000	-	-	510,000	-	-	Need to replace a coach and will seek grant opportunity. Purchase will be contingent on successful grant application.
Total Vehicle Replacements	4,341,696	2,989,742	847,328	510,000	1,627,877	1,627,877	
Total Capital Projects	\$ 11,354,745	\$ 8,973,242	\$ 1,937,743	\$ 695,000	\$ 2,851,153	\$ 5,524,787	

Cash encumbered for Granted Related MTA Match Portion - \$2,156,685.

Capital Project Reserves - \$1,406,728 (Sales tax revenue above budgeted amount set aside in Capital Project Reserves monthly.)

Mason Transit Authority Sales Tax Receipts

May 2020 Board Report

Sales Tax Collected as of 4/30/2020 for 02/29/2020

Monthly Cash-Flow Trend (January - December)

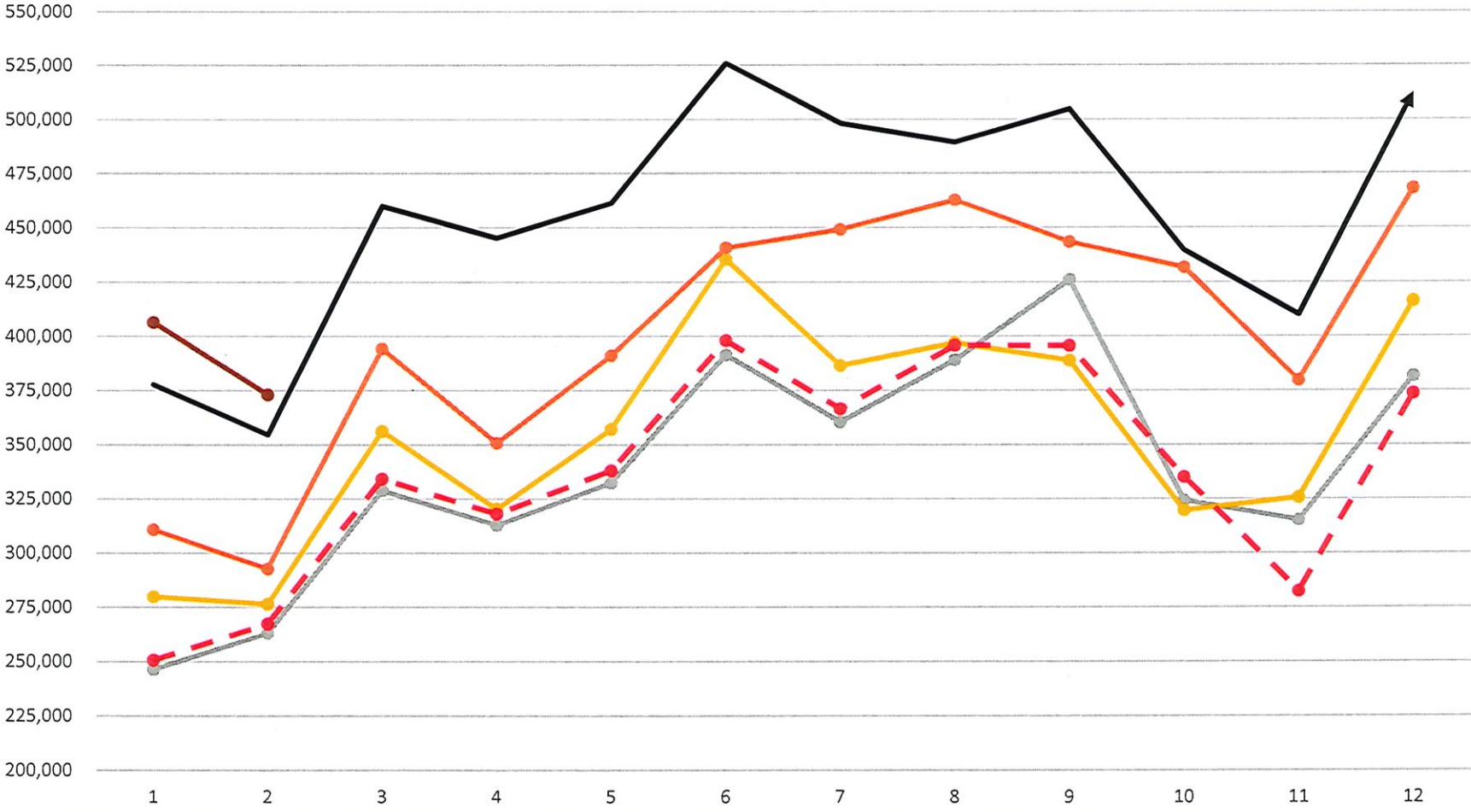
	2015	2016	2017	2018	2019	2020 Budget	2020 Actual	2019 Budget Variance	% Change 2019 - 2020 Actual
January	279,122	246,415	279,777	310,547	377,689	250,512	406,391	62%	8%
February	281,559	262,925	276,310	292,604	354,467	267,297	372,932	40%	5%
March	307,482	328,665	356,214	394,293	459,822	334,132			
April	286,903	312,635	320,241	350,586	445,171	317,834			
May	347,236	332,428	357,049	391,052	461,236	337,957			
June	354,920	391,485	435,445	440,606	525,839	397,996			
July	350,290	360,375	386,531	449,080	498,248	366,369			
August	336,522	389,222	397,061	462,622	489,291	395,696			
September	348,805	426,039	388,845	443,327	504,696	395,670			
October	309,042	324,125	319,477	431,530	439,534	334,940			
November	261,713	314,996	325,586	379,605	409,930	282,327			
December	367,053	381,623	416,254	467,960	512,346	373,534			
	3,830,645	4,070,933	4,258,790	4,813,813	5,478,270	4,054,264	779,323		

Budget Variance Average - YTD 51%

% Change 2019 vs 2020 Actual Average - YTD 6%

Monthly Sales Tax Trend

—●— 2016
 —●— 2017
 —●— 2018
 —●— 2019
 - - -●- - - 2020 Budget
 —●— 2020 Actual



Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 3 – ***ACTION***
Subject: Check Approval
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: May 19, 2020

Summary for Discussion Purposes:

Disbursements:

- *Active Construction, Inc.
 - Check #34034 – \$661,000 – Park & Ride Project
- CDW Government
 - Check #34042 – \$22,063.98 – Software Licenses
- *Active Construction, Inc.
 - Check #34098 – \$203,043.72 – Park & Ride Project
- *Landau Associates
 - Check #34110 – \$9,700.88 – TCC Parking Lot

*Disbursements grant eligible.

April Fuel Prices: Diesel \$2.61 Unleaded \$2.48

- The cost of both diesel and unleaded increased in April due to a larger percentage of fuel purchased outside of accessing in-stock inventory based on where the service operated.

General Manager Travel Expenditures:

- No Travel

Check Disbursement Fiscal Impact:

\$1,547,165.51

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of April 15, 2020 through May 13, 2020 financial obligations on checks #34033 through #34127, as presented for a total of \$1,547,165.51.



Mason Transit Authority
May 19, 2020 Disbursement Approval

The following checks for the period of April 15, 2020 through May 13, 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 34033 - 34127	Total Amount \$1,547,165.51
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Included within the checks were:		
	Check #	Amount
Payroll & DRS – 4/15/2020	34033	166,038.63
Payroll & DRS – 4/29/2020	34065	168,475.16
Payroll & DRS – 5/13/2020	34127	171,215.12
Active Construction, Inc.	34034	661,000.00
CDW Government	34042	22,063.98
Active Construction, Inc.	34098	203,043.72
Landau Associates	34110	9,700.88

Submitted by: LeeAnn McNulty Date: 5-14-2020
 LeeAnn McNulty, Administrative Services Manager

Approved by: Danette Brannin Date: 5/14/2020
 Danette Brannin, General Manager

Mason Transit Authority Check Register

May 2020 Board Report

Activity From 4/15/2020 Through 5/13/2020

Document Date	Check #	Vendor Name	Amount
4/15/2020	34033	Mason Transit Authority - ACH Account	\$ 166,038.63
4/23/2020	34034	Active Construction, Inc.	661,000.00
4/23/2020	34035	Aflac	941.14
4/23/2020	34036	AIG Retirement	240.00
4/23/2020	34037	Always Safe and Lock	585.90
4/23/2020	34038	Aramark	155.70
4/23/2020	34039	Judy Arms	123.63
4/23/2020	34040	Bridge Church	90.00
4/23/2020	34041	Builders Exchange of Washington Inc	11.25
4/23/2020	34042	CDW Government	22,063.98
4/23/2020	34043	EMC - Mason Transit	135.80
4/23/2020	34044	Northwest Cascade Inc. DBA FloHawks	8.68
4/23/2020	34045	Gillig, LLC	1,139.81
4/23/2020	34046	Gillis Auto Center, Inc.	158.04
4/23/2020	34047	LegalShield	163.45
4/23/2020	34048	Les Schwab	1,566.06
4/23/2020	34049	Mason County Utilities/Waste Management	96.00
4/23/2020	34050	Mountain Mist Water	64.52
4/23/2020	34051	North Mason Chamber of Commerce	105.00
4/23/2020	34052	Northridge Properties, LLC	1,500.00
4/23/2020	34053	Northwest Administrators	94,362.55
4/23/2020	34054	Office Depot, inc.	72.05
4/23/2020	34055	O'Reilly Auto Parts	43.52
4/23/2020	34056	Romaine Electric	272.90
4/23/2020	34057	Schetky Northwest Sales, Inc.	34.54
4/23/2020	34058	Mason County Journal	468.00
4/23/2020	34059	South Sound Investment Properties, LLC	300.00
4/23/2020	34060	Sportworks Northwest, Inc.	209.47
4/23/2020	34061	Staples Business Advantage	562.84
4/23/2020	34062	Summit Law Group	264.00
4/23/2020	34063	United Way of Mason County	33.00
4/23/2020	34064	Westbay Auto Parts	784.87
4/29/2020	34065	Mason Transit Authority - ACH Account	168,475.16
5/6/2020	34066	AIG Retirement	240.00
5/6/2020	34067	Aramark	311.40
5/6/2020	34068	Black Star	4,936.75

Mason Transit Authority Check Register

May 2020 Board Report

Activity From 4/15/2020 Through 5/13/2020

Document Date	Check #	Vendor Name	Amount
5/6/2020	34069	Kirk C Church dba 3C's	250.00
5/6/2020	34070	City of Shelton	2,163.88
5/6/2020	34071	Cascade Natural Gas	140.59
5/6/2020	34072	Comcast	199.57
5/6/2020	34073	EMC - Mason Transit	135.80
5/6/2020	34074	Employment Security Department - WA State	224.16
5/6/2020	34075	Gillig, LLC	79.68
5/6/2020	34076	Good To Go!	265.75
5/6/2020	34077	Hood Canal Communications	1,832.68
5/6/2020	34078	HR Direct	86.79
5/6/2020	34079	Johnson Controls Fire Protection LP	3,068.16
5/6/2020	34080	Mason County PUD #3	1,734.87
5/6/2020	34081	Eco Elite and Mathis Pest Management	146.48
5/6/2020	34082	Mountain Mist Water	80.80
5/6/2020	34083	Mood Media	118.77
5/6/2020	34084	Mt. View Locating Services, LLC	212.50
5/6/2020	34085	Office Depot, inc.	496.38
5/6/2020	34086	O'Reilly Auto Parts	4.33
5/6/2020	34087	Pacific Office Automation	369.23
5/6/2020	34088	Builders FirstSource	75.59
5/6/2020	34089	Rexus Corporation	102.00
5/6/2020	34090	Schetky Northwest Sales, Inc.	52.39
5/6/2020	34091	Staples Business Advantage	97.45
5/6/2020	34092	Tozier Brothers, Inc.	46.37
5/6/2020	34093	United Way of Mason County	78.40
5/6/2020	34094	US Transmissions, Inc.	466.55
5/6/2020	34095	Westbay Auto Parts	182.08
5/6/2020	34096	Washington State Transit Insurance Pool	450.00
5/6/2020	34097	ZEP Manufacturing Company	423.11
5/13/2020	34098	Active Construction, Inc.	203,043.72
5/13/2020	34099	Allstream	129.58
5/13/2020	34100	Aramark	155.70
5/13/2020	34101	Mick Baker	89.13
5/13/2020	34102	Belfair Water District #1	172.82
5/13/2020	34103	Berg Marketing Group	1,319.44
5/13/2020	34104	Cascade Natural Gas	1,619.40

Mason Transit Authority Check Register

May 2020 Board Report

Activity From 4/15/2020 Through 5/13/2020

Document Date	Check #	Vendor Name	Amount
5/13/2020	34105	Gene Currier	162.15
5/13/2020	34106	Gillig, LLC	289.03
5/13/2020	34107	District 160	1,449.32
5/13/2020	34108	Robert W. Johnson, PLLC	1,600.00
5/13/2020	34109	Kitsap Transit	1,724.29
5/13/2020	34110	Landau Associates Inc	9,700.88
5/13/2020	34111	Mason County Garbage, Inc.	601.21
5/13/2020	34112	Mason County PUD #3	2,587.85
5/13/2020	34113	Office Depot, inc.	26.25
5/13/2020	34114	Pacific Office Automation	123.74
5/13/2020	34115	Pitney Bowes Purchase Power	171.00
5/13/2020	34116	Schetky Northwest Sales, Inc.	31.91
5/13/2020	34117	Mason County Journal	538.00
5/13/2020	34118	The Shoppers Weekly	42.42
5/13/2020	34119	Titus-Will	244.71
5/13/2020	34120	Tozier Brothers, Inc.	12.54
5/13/2020	34121	U.S. Bank	2,831.45
5/13/2020	34122	Verizon Wireless	406.90
5/13/2020	34123	Voyager Fleet Systems, Inc.	3,172.12
5/13/2020	34124	Westbay Auto Parts	250.41
5/13/2020	34125	Whisler Communications	1,776.42
5/13/2020	34126	AWorkSAFE Service, Inc.	535.00
5/13/2020	34127	Mason Transit Authority - ACH Account	171,215.12
			<u>\$ 1,547,165.51</u>

Mason Transit Authority Credit Card Activity
 May 2020 Board Report

April Activity

GL Title	Transaction Description	Expenses
Prepaid Expenses	Amazon - Electric disinfection machine (not received)	\$ 346.75
Uniform Allowance	Shoppers - Uniform t-shirts	197.15
Facility Repair/Maintenance	Home Depot - Paint	205.68
Facility Repair/Maintenance	Home Depot - Sprayer	87.48
Facility Repair/Maintenance	Honey Bucket - Rental refund from double pymt	(207.78)
Facility Repair/Maintenance	Lowe's - Picnic Table	229.73
Facility Repair/Maintenance	Tractor Supply - Backpack sprayer	(184.44)
Facility Repair/Maintenance	Tractor Supply - Backpack sprayer	184.44
Facility Repair/Maintenance	Walmart - Spray nozzles	11.95
Facility Repair/Maintenance	Westbay Napa Auto - Fuel stabilizers for snow plow	2.52
Facility Repair/Maintenance	Westbay Napa Auto - Fuel stabilizers for snow plow	6.17
Operating Supplies	Shop 4 Ties - 250 masks	508.56
Operating Supplies	Walmart - TCC kitchen supplies, covid response	32.61
Operating Supplies	Walmart - TCC kitchen supplies, covid response	69.89
Office Supplies	Amazon - Prevailing wage stamp	10.84
Cleaning/Sanitation Supplies	Ace Hardware - Bus window cleaning	120.52
Cleaning/Sanitation Supplies	Fred Meyer - Wet mop for JP upstairs bathroom	28.58
Cleaning/Sanitation Supplies	Safeway - Batteries for hand sanitizer machines	5.20
Cleaning/Sanitation Supplies	Safeway - Batteries for hand sanitizer machines	12.74
Cleaning/Sanitation Supplies	Walmart - Cleaning supplies	9.05
Cleaning/Sanitation Supplies	Walmart - Cleaning supplies	11.37
Cleaning/Sanitation Supplies	Walmart - Cleaning supplies	22.14
Cleaning/Sanitation Supplies	Walmart - Cleaning supplies	27.83
Safety Supplies	Amazon - Batteries for TCC defib machine	81.01
Safety Supplies	Amazon - Batteries for TCC defib machine	198.34
Veh License/Registration Fee	Good to Go - Registration of 16 vehicles	118.16
Dues, Memberships, Subscriptions	Wash Municipal Clerks Assoc. - Annual Dues	75.00
Travel & Meeting Expense MTA	Fred Meyer - Light refreshment for training	14.96
Training / Seminars	AWC - D & A reasonable suspicion	25.00
Travel Tolls	Good to Go - Auto replenishment	30.00
Passenger Parking Facilities	Glacier West - Belfair parking	550.00
	Total	<u>\$ 2,831.45</u>

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 1 – *Actionable*
Subject: CARES Act 5311 Operating Grant Agreement PTD0192
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: May 19, 2020

Background:

MTA has been awarded an Operating Grant Agreement (PTD0192) as a part of the Washington State Department of Transportation's Operating Grant Program representing fiscal year 2020 in connection with the Federal Transit Administration 5311 Coronavirus Aid, Relief, and Economic Security (CARES) Act.

These funds are provided to assist with COVID-19 related impacts on revenue and operating expenses incurred beginning January 20, 2020, including:

- Maintaining transit services;
- Repaying lost revenue and administrative leave for transit personnel due to reduced operations during an emergency;
- Hiring temporary workers and overtime;
- Cleaning/sanitizing vehicles and facilities; hazard pay,
- Additional material and telework equipment; and
- Training, increased security, fees and other expenses.

Mason Transit Authority has and will continue to incur significant costs and loss of revenue relating to COVID-19 and desires to receive seek reimbursement of funds under this agreement.

The agreement has been reviewed by legal counsel.

Summary: Approve Operating Grant Agreement PTD0192.

Fiscal Impact:

\$1,884,450

Staff Recommendation:

Approve

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2020-10 that approves the Operating Grant Agreement PTD0192 and authorizes the General Manager to sign that Agreement.



WSDOT Contact: Elizabeth Safsten 360-705-6885

SafsteE@wsdot.wa.gov

CARES Act 5311			
Operating Grant Agreement			
Agreement Number	PTD0192	Contractor:	Mason County Public Transportation Benefit Area Mason Transit Authority 790 E Johns Prairie Shelton, WA 98584-1265
Term of Agreement	January 20, 2020 through June 30, 2023		
Vendor #	911554133		
CFDA #	20.509 (\$5311)		
DUNS	832544217		
Service Area	As defined in Scope of Work and Budget		
		Contact:	Danette Brannin 360-426-9434

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

WHEREAS, Federal funding is authorized under the Coronavirus Aid, Relieve, and Economic Security (CARES) Act, Public Law No. 116-136, March 27, 2020, and other authorizing legislation that may be enacted;

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

Section 1
SCOPE OF WORK AND BUDGET

Current Agreement Costs		
Federal Funds	\$	1,884,450
State Funds	\$	-
Total Grant Funds	\$	1,884,450
Contractor's Funds	\$	-
Total Current Agreement Cost	\$	1,884,450

Funding by Project

Project A: CARES Act Related Operating Expenses

UPIN # PTCA0012

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

Scope of Work: Funding is provided to assist with COVID 19 related impact and operating expenses incurred beginning on January 20, 2020 including maintaining transit services as well as paying for lost revenue and administrative leave for transit personnel due to reduced operations during an emergency. Agencies as part of their response to COVID 19 may seek reimbursement for hiring of temporary workers, overtime, cleaning/sanitizing of vehicles and facilities, additional material and telework equipment, hazard pay, training, increased security, fees and other expenses.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
FY20 FTA 5311 CARES Act	WA-2020-038	100%	\$ 1,884,450		\$ 1,884,450
Contractor's Funds	N/A	0%	\$ -		\$ -
Total Project Cost		100%	\$ 1,884,450	\$ -	\$ 1,884,450

Note: CARES Act 5311 Funding is provided at 100% federal share.

Section 2
Purpose of Agreement

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

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

Section 3
Scope of Project

The CONTRACTOR shall undertake and complete the Project(s) described and detailed in Section 1 - Scope of Work and Budget, which is by this reference fully incorporated herein as if fully set out in this AGREEMENT and operate the service within the area described in the caption space header titled "Service Area," in accordance with the terms and conditions of this AGREEMENT. The caption space header titled "Service Area" and all caption space headers are by this reference incorporated herein as if fully set out in this AGREEMENT.

Section 4
Term of Agreement

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

Section 5
General Compliance Assurance

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

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

Section 6
Contractor's Share of Project Costs

A. The total Project cost shall not exceed the amounts detailed in the "Funding by Project" table. The CONTRACTOR agrees to expend eligible funds, together with any "Contractor Funds" allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR further agrees that there shall be no reduction in the amount specified as the "Contractor Funds" unless there is a concurrent proportional reduction in the "State Funds", and/or if the AGREEMENT includes federal funds, in the "Federal Funds", or WSDOT pre-approves the reduction in writing. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT will exceed or be less than the amount identified as "Total Project Cost" the CONTRACTOR shall notify WSDOT in writing within thirty (30) business days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. Minimum Match: The CONTRACTOR is required to provide a minimum match of funds for the Project(s) as identified in the "Funding by Project" table reflected in the Contractor Funds. Any reduction in match will result in a proportional reduction in grant funds.

Section 7

Reimbursement and Payment

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

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

Section 8

Assignments and Subcontracts

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

B. The CONTRACTOR agrees to include Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any 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 9

Reports

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

1. Project Passenger Trips Provided

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

B. If the project is receiving Transit Coordination, Tier or Regional Mobility grant funds, in addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

C. **Remedies for Misuse or Noncompliance.** The CONTRACTOR shall not use the Project or any part thereof in a manner different from that described in Section 1 - Scope of Work and Budget, as set forth in Section 3 of the AGREEMENT. If WSDOT determines that the Project has been used in a manner different from, Section 1 - Scope of Work and Budget, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the "Project Costs." WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to comply with any provision of this AGREEMENT.

Section 10

No Obligation by the State Government

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

Section 11

Personal Liability of Public Officers

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

Section 12

Ethics

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

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

Section 13

Compliance with Laws and Regulations

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

Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 14 Environmental Requirements

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

Section 15 Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project(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 16 Audits, Inspection, and Retention of Records

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

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

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

Section 17 Labor Provisions

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

hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with Title 49 RCW, Labor Regulations.

Section 18
Changed Conditions Affecting Performance

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

Section 19
Coordination of Special Needs Transportation

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

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

Section 20
Disputes

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

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

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

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by 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 21 Termination

A. Termination for Convenience. WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

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

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

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

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to

WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

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

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

Section 22 Forbearance by WSDOT Not a Waiver

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

Section 23 Lack of Waiver

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

Section 24 Limitation of Liability

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of the WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT. B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

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

Section 25 Agreement Modifications

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

Section 26 WSDOT Advice

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

Section 27 Venue and Process

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

Section 28 Subrogation

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

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

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

Section 29 Counterparts

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. 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 30
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 31
Severability**

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

**Section 32
Order of Precedence**

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

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

**Section 33
Execution**

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

**Section 34
Binding Agreement**

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

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

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date

APPROVED AS TO FORM BY:

Susan Cruise

Assistant Attorney General

2-19-2020

Date

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

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

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

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

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

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

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

2. Civil Rights

(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.

**Eligible and Ineligible Activities
Coronavirus Aid, Relief, and Economic Security Act (CARES) Act of 2020 (49 USC 5311)
Rural Area Formula Program**

General information

Under FTA’s Emergency Relief Program, Rural Area formula funds may be used for expenses related to a declared emergency, including funds to prevent, prepare for, and respond to COVID-19.

Beginning January 20, 2020, all activities normally eligible under the Urbanized Area (49 USC 5307) and Rural Area (49 USC 5311) formula programs are eligible for CARES Act funding.

There are no matching requirements. All projects funded by CARES Act are 100 percent covered by federal share.

All federal transit program (49 USC Ch. 53) requirements apply to CARES Act funding.

Operating and capital expenses that do not involve a substantial change to the location, function, or capacity of an asset do not need to be in a TIP/STIP or long-range transportation plan.

The use of a noncompetitive (sole source) procurement is permitted when the circumstances of an emergency (or public exigency) would permit a delay resulting from competitive solicitation.

If training costs are explicitly stated in an award document and the recipient cannot renegotiate or obtain a refund of the costs, Section 5311 RTAP funds may be used to pay for them.

A transit agency may not restrict Americans with Disabilities Act complementary paratransit trips to essential medical trips.

Eligible activities

Ineligible activities

<p>Capital expenses</p> <ul style="list-style-type: none"> - Preventive maintenance - Rolling stock - Equipment 	<p>Reimbursements to third-party operations and maintenance contractors for the amounts provided in their contracts.</p>
<p>Operating expenses directly related to responding to COVID-19 as emergency relief (those costs necessary to operate, maintain, and manage a public transportation system).</p> <ul style="list-style-type: none"> - Paying administrative leave to operations personnel due to reductions in service or quarantine - Driver salaries - Fuel - Items having a useful life of less than one year - Personal protective equipment - Cleaning supplies such as hand sanitizer, gloves, soap, and cleaners - Paratransit service - Enhanced cleaning/sanitizing of rolling stock - Enhanced cleaning/sanitizing of bus stations and bus shelters - Placing hand sanitizer dispensers in high-traffic areas - Removal of health and safety hazards - Costs associated with shutting down or restarting service - Temporary service (not part of regular service) provided in response to the emergency 	<p>Operating expenses incurred <i>prior to</i> January 20, 2020.</p>
<p>Pre-award authority for all projects starting on January 20, 2020 (expenses may be incurred prior to grant award).</p>	<p>Section 5310 funds.</p>
<p>Previously apportioned expenses for capital and operating expenses directly related to COVID-19 response with an increased federal share of up to 80 percent.</p>	

Reimbursements to a contracted operations or maintenance provider for employees placed on administrative leave if service levels are reduced, <i>if</i> the FTA recipient is responsible for salaries and benefits under the terms of its contract.	
Public transportation assets, such as vehicles and facilities, acquired with FTA funds used for non-transit activities in response to COVID-19, provided that such use does not conflict with the approved purposes of the asset and does not interfere with the intended transit uses of the project property.	
Acceptable incidental uses such as meal or grocery delivery.	
New routes added to take children to school or other sites for meals.	
New routes that serve other critical community needs.	
Charter service for up to 45 days from the beginning of each state of emergency incident period.	
Planning.	

Questions about eligibility? Email FTAresponse@dot.gov.

RESOLUTION NO. 2020-10

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE CARES ACT 5311 OPERATING GRANT AGREEMENT
PTD0192 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 Operating Grant Program to receive federal dollars in connection with the FTA 5311 Coronavirus Aid, Relief, and Economic Security (CARES) Act; and

WHEREAS Operating Grant Agreement PTD0192 sets forth the requirements and qualifications for receiving funding assistance relating to COVID-19 impacts on revenue and operating expenses;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Operating Grant Agreement PTD0192 with the Washington State Department of Transportation for \$1,884,450, in which no local match is required; and

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

Adopted this 19th day of May, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Kevin Shutty, Authority Member

Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, General Manager

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

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

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 2 – *Actionable*
Subject: Electronic Signature Policy (POL-705)
Prepared by: Tracy Becht, Public Records Officer
Approved by: Danette Brannin, General Manager
Date: May 19, 2020

Background:

The purpose of this new policy is to establish an electronic signature policy for MTA by establishing guidelines and scope of MTA’s use of electronic signatures to ensure reasonable assurance of the integrity, authenticity and nonrepudiation of electronic documents when electronic signatures are used by MTA staff and Board members.

Due to the Governor’s Proclamations of emergency and stay-at-home requirements, it has become necessary for MTA to use electronic signatures for the continuity of current business. MTA has found that using electronic signatures will be beneficial in the future.

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

Summary: Approve Electronic Signature Policy (POL-705)

Fiscal Impact:

\$120 annually


Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2020-11 and the attached Electronic Signature Policy (POL-705).



	<p>Title: Electronic Signature Policy</p> <p>Number: 705</p> <p>Effective: May 19, 2020</p> <p>Cancels: N/A</p> <p>Prepared by: Tracy Becht, Public Records Officer</p> <p>Approved by: Authority Board Resolution No. 2020-11</p>
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POL-705 ELECTRONIC SIGNATURE POLICY

This policy applies to all Mason Transit Authority (MTA) Board members and employees.

1.0 Purpose

To establish an electronic signature policy for MTA developed to:

- a. Promote efficiency in order to conserve public resources;
- b. Establish guidelines for the use of electronic signatures for certain MTA transactions;
- c. Provide reasonable assurance of the integrity, authenticity and nonrepudiation of electronic documents when electronic signatures are used by MTA; and
- d. Determine the scope of MTA’s use of the current electronic signature to an electronic record. This policy will apply to all current and future electronic signature platforms.

2.0 Definitions

Electronic Signature: An electronic sound, symbol or process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

Record: Information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form, except as otherwise defined for the purpose of state or local agency record retention, preservation or disclosure.

Wet Signature: A signature created when a person physically marks a document with the intent to sign the record.

3.0 Policy

- 3.1 MTA encourages electronic transactions and the use of electronic signatures and recognizes electronic signatures as legally binding and equivalent in force and effect as a wet signature.
- 3.2 MTA authorizes the use of an electronic signature platform to affix electronic signatures to MTA records.



Title:	Electronic Signature Policy
Number:	705
Effective:	May 19, 2020
Cancels:	N/A
Prepared by:	Tracy Becht, Public Records Officer
Approved by:	Authority Board Resolution No. 2020-11

- 3.3 Board members, General Manager, Legal Counsel and Clerk of the Authority Board, are authorized to use the electronic signature platform to affix electronic signatures to MTA records as provided in this policy.
- 3.4 The electronic signature platform is authorized to affix electronic signatures to the following records: minutes of Authority Board meetings, resolutions approved by the Authority Board, and any and all contracts and agreements to which MTA is a party.
- 3.5 Electronic signatures may be used on MTA records requiring execution by a third party.
- 3.6 Electronic signatures cannot be applied using another employee's name. Records signed on behalf of the General Manager or Clerk of the Authority Board by a designee, shall use their own electronic signature.
- 3.7 An electronic signature is an acceptable substitute for a wet signature on records requiring the signature of any record whenever the use of a wet signature is authorized or required, except as provided herein, and tort claim forms under RCW 4.96.020.
- 3.8 If an electronic signature is used for interstate transactions or for documents required by the US Federal government, the electronic signature shall comply with the requirements of the Electronic Signatures in Global and Electronic Commerce Act.
- 3.9 This policy in no way affects MTA's ability to conduct a transaction using a physical medium and shall not be construed as a prohibition on the use of wet signatures.

RESOLUTION NO. 2020-11

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ESTABLISHING A METHOD AND ADOPTING AN ELECTRONIC
SIGNATURE POLICY (POL-705).**

WHEREAS, RCW 19.360.020 allows local agencies to permit the use of electronic signature technologies, and to establish a method and process for such use by resolution, policy or rule; and

WHEREAS, using electronic signature technologies can benefit MTA by decreasing MTA's reliance on paper transactions and physical documents, thereby saving time and reducing the costs associated with conducting MTA business;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the Electronic Records Policy (POL-705), which is attached hereto and incorporated herein, be established and adopted.

Adopted this 19th day of May, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Kevin Shutty, Authority Member

Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, General Manager

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

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

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Report Item 1 - *Informational*
Subject: Mason Transit Authority Regional Mobility Park and Ride Progress Update
Prepared by: Patrick Holm, SCJ Alliance
Approved by: Danette Brannin, General Manager
Date: May 19, 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: Permits have been completed for the MTA Park and Ride Development Program

Log Yard Road/SR 3 Roundabout Project:

- **Construction**
 - ACI is progressing construction
 - Upcoming construction includes:
 - Final Paving
 - Punch list
 - Close out items.

Belfair Park and Ride Project Advertisement: The Belfair park and ride documents are being revised to be re-bid with the certain aspects detailed as alternates to allow MTA to phase construction if necessary.

Pear Orchard Construction: Scarsella said it would be approximately \$78,000 additional to re-mobilize, clean up the manhole, and complete construction.

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

Other progress: SCJ is preparing documents for MTA's agreement with WSDOT regarding the Shelton Matlock park and ride. WSDOT is waiting on a cost estimate from Scarsella/Parsons before being able to proceed with the agreement.

SCJ is coordinating with Hood Canal Communications to provide security cameras at the Pickering Road park and ride.

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: May 19, 2020

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board May 19, 2020

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GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

Park & Ride Development:

- Belfair: Roundabout is approximately three-quarters of the way completed. We will be re-releasing the bid in phases with the first being the park & ride lot then the building and bus lot. Working with the consultant to create a timeline once we know the cost of Shelton-Matlock. This project is a priority due to the contractor already being on site and that the park & ride will be done as part of their in-kind obligation.
- Pickering: We are working on installing cameras now due to recent vehicle break ins. In the upgrade to Pickering, cameras were planned but the project is not slated to be released until mid-2021. We will be able to reuse the cameras when the project is done,
- Please see Park & Ride informational page for more details.

T-CC Parking Lot:

- Due to COVID-19, the project was on hold for approximately a month and now has resumed as of May 11.
- Marshall is overseeing the project now with my assistance on the DOE process.

EDC: Attended monthly EDC Board meeting (virtually).

WSTIP: Attended the following meetings/webinar (virtually):

- Monthly Executive Committee
- Governance Policy Committee
- Coverage Review Committee
- Cyber Liability Coverage Webinar

WSTA/SMTA: Participated in weekly SMTA call with other GMs.

Webinars: Attended the following webinars:

- Regional Planning and the COVID-19 Pandemic.
- Managing Transit Funding and Financing during the COVID-19 Pandemic.
- Perspectives on Community Recovery post COVID-19.

Internal Activities:

- Continued efforts on a daily and weekly basis on COVID-19 matters and planning for when the state reopens.
- Worked with Ops and Maintenance on barriers for drivers and ensuring masks and gloves are available.
- Prepared information for WSDOT on spending expectations for our Consolidated Operating Grant.
- Reviewed various aspects of service data.
- Prepared for and attended two negotiations meetings for the drivers' contract.
- Worked with each department regarding future outlook on staffing and other planning aspects.
- Began preparing a policy review schedule.
- Worked with marketing firm on finalizing tail signs and pamphlets.
- Begin preparing for WSDOT (virtual) Site Visit in June.
- Began reviewing Title VI and DBE policies.
- Reviewed new Electronic Signature policy and attended Policy Committee meeting.

Board Assistance, Awareness and Support:

The CARES Act grant will help MTA with operating expenses and COVID-19 related additional costs as well as loss of revenue from grants by not having enough expenses to charge against grants and from loss of sales tax.

TEAM UPDATES

ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

HR Support

- Provided continuing support to the employees who are out on COVID-19 related medical leave.
- Submitted and received approval for an MTA Shared Work Plan with Employment Security.
- Attended webinar training for management of Shared Work Plan.
- Attended DRS training for Employer Reporting.
- Working with Mike and Danette to develop next step strategies for what a return to service looks like.
- Participating in ongoing SHRM COVID-19 panel representing rural public employer response to the pandemic.

Wellness

- We have pressed pause on the wellness program while our employees manage the stresses of the current situation.

Recruiting

- We have said goodbye to Accounting Supervisor, Brian Phillips.
- There are currently no open positions.

Administrative Functions

- Working with Danette to determine the best course of CARES grant utilization and the management of staff who may be placed on standby while we await a return to a more normal service structure.
- The 2019 Annual Report is complete and submitted to the State Auditor's Office. We await notification of when the annual audit will take place.
- Preparing for WSDOT virtual D&A, Admin and Financial audits to take place June 9, 2020.
- Attended Policy Committee meeting for the review of the drafted Electronic Signature Policy.
- Attended required annual training required by Dept of Licensing to ensure compliance for driver license monitoring.
- Attended WSDOT training for the new Summary of Public Transportation reporting portal.
- With the departure of the Accounting Supervisor, the Admin Services team is currently reviewing department needs, how tasks will be re-assigned, and whether there will be a need to fill the vacant position.

MAINTENANCE/FACILITIES – Marshall Krier

T-CC Facility:

- **Gym:** No activity due to COVID-19 virus.
- **Conference Room:** No activity due to COVID-19 virus.
- **Kitchen:** No activity due to COVID-19 virus.

T-CC Building Projects/Purchases/Maintenance

Projects/Purchases

- Developed and implemented a deep sanitizing schedule with Mike Morrison for the T-CC.
- Painted all T-CC gym doors and, frames, windowsills.
- The parking lot project has resumed construction and estimated to be completed in mid to late June.

Johns Prairie and Belfair Building Projects/Purchases/Maintenance:

- Continued prep work for Unite GPS. We expect to begin testing the week of April.
- Brackets and mounts ordered for tablet testing of the Ecolane software. Testing to begin the week of May 18.
- Ordered driver barriers for five Gillig coaches.
- The two 40-foot Gillig Worker Driver buses will resume production the week of June 1, with expected completion June 19.
- The nine new cutaways are having graphics installed the week of May 18. Drivers seats are still on order.

- Prepping for WSDOT vehicle procurement audit.
- Preparing for virtual WSTA Spring Maintenance meeting and vendor presentations.
- Assisted Mason County Sheriff's Office with K-9 and other training.

OPERATIONS – Mike Ringgenberg

- **Abandoned Vehicles:** We worked with Mason County Sherriff's office in April to remove two abandoned vehicles from Cole Road park and ride.
- **COVID-19:** I want to say "Thank You" to the 23 drivers on the road for helping our residents get to essential services.
- **Ecolane:** We are getting ready to conduct a soft launch on May 19 with 2 drivers to test the new software and hardware for Ecolane.
- **Recovery Rides:** We conducted 41 recovery rides in April to help stranded passengers who missed routes due to reduced services. Operations Supervisors conducted 45 driver/passenger assistance calls in April.
- **Training:** Five Operations staff attended a 90-minute refresher training on Reasonable Suspicion Training. Lisa trained 8 worker drivers on CPR/AED/FA training in April 2020 and conducted 4 hours of "Coach" refresher training for one driver. Busing on the Lookout Training was completed by one worker/driver.
- **Meals on Wheels:** Senior Center requested our help with the Meals on Wheels program. In April we delivered 1,022 meals to Mason County residents. A special "Thanks" to Kathy, Dan S., James K. and Windy for their help in locating and delivering supplies to our neighbors!!
- **New Cutaways:** We have nine new DAR vehicles currently sitting in Lakewood, getting cameras installed, reader boards, and MTA graphics. We hope to see them on the road by the end of May.
- **PPE:** MTA staff have the ability to wear: a N95 mask, surgical mask or our new MTA cloth masks, or their own masks. We also have 100 face shields on order. We also are working on installing driver shields on a few of our coaches to give the driver more protection from COVID-19. We are still reviewing our DAR options for added protection.
- **Shake up:** We are working on the next driver shake up that will take effect on June 15, 2020. Our goal is to get the blocks of work to the drivers by May 29 so we can start the bidding on June 8.
- **Worker Drivers:** Braden passed his CDL passenger endorsement driving exam on April 18. Congratulations! We would also like to welcome Ed Reiner back into the MTA family. He is a returning back up worker/driver!
- **Outreach presentations:** All outreach presentations have stopped during the COVID-19 outbreak.
- **Vanpool:** Usage rate for April 2020 was 70%; 7 of 10 vans were in use.

2020 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

2020 Work Items	Completed as of 5/15/2020	Progress
Objective 1: Safe and Secure		
1st Quarter Driver training and refresher training as required	✓	First Quarter Training included: 10 CPR/AED/FA Trainings; all drivers did 8 hours of refresher training on ADA callouts, Mindful Driving, G.O.A.L., Safety Incentives and PASS(wheelchair) Training. One Vol. Driver trained and one new Worker/Driver; 57 of Operations staff participated in a 90 minute presentation by the National Alliance of Mental Illness; retrained one driver on a coach; and training on the new Hybrid bus with Worker/Drivers.
2nd Quarter Driver training and refresher training as required		See Mike's Operations Update in the Manager's Report.
Complete CAD/AVL/GPS installation		Letter of Termination has been sent; waiting refund and starting the process over. Testing with UniteGPS for CAD/AVL and working on contract with Ecolane for scheduling software. Have almost completed training on new scheduling software. Testing of Unite GPS is going well. Currently testing passenger counting. Ready for soft launch on Ecolane!
Change from flag stop to fixed stop in urban area of Shelton		
Curbs or bollards at Johns Prairie		
Purchase rain jackets		Working on logo to be placed on the jackets; will be using our WSTIP Safety Grant of \$2,500 to purchase the rain jackets.
Manager or supervisor on-duty during service - Move Ops office	✓	Operations office at T-CC is complete. Operations Supervisors are now available while service is operating.
Ensure L & I safety compliance through training		
Review WSTIP Best Practices for Safety		
Define Safety Committee's purpose and direction		
Objective 2: Effective Transportation Services		
Review DAR services and hours for efficiency and availability	✓	Once regular service hours resume, we will continue to track DAR and complete a survey on the whether the changes we made in Feb are providing efficiency and availability. Until then, the project is considered completed as our Feb. 3, 2020 shake up changes showed an 8% increase in DAR ridership.
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	✓	We have completed looking at recommendations from the Comp. Service Review. However, we will continue to use this document as a reference.
Conduct outreach for all service changes		We did outreach on our current service changes - public meetings, direct communication with riders and a radio spot. Outreach has/is being conducted during the COVID-19 crisis through press releases and rider alerts; keeping website up-to-date with current information and route changes.
Improve passenger amenities		Completed the information center at the T-CC; working on new scheduling software that has an app for scheduling a ride and knowing where the bus is.
Plan for 2021 service adjustments due to impact of funding		Discussion with Board Finance and Operations Committee seeking recommendations on how the Board would like staff to move forward. Report will be given at the Board meeting in April. Start will begin creating different scenarios.

Benchmark route performance and monitor low-performing routes	
Objective 3: Financial Stewardship	
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	We will begin to look at the financial impact as it appears the initiative will be upheld.
Create needed financial policies or manual	
Ensure compliance of grant contracts	
Review 5-year sustainability plan	√ The 5-year sustainability plan has been updated. Staff will be seeking input from the Board.
Prepare for Paid Family Medical Leave rollout	√ Policy has been created. Employees have been presented with information at the All-MTA Meeting.
Maintain Fair Labor Standard Act compliance through updated training	
Records Management - Network reorganization	The file structure has been planned and the IT Team is in the process of creating a new drive. New drive has been created. Next step is to begin using new drive and naming structure.
Objective 4: Community Partnerships and Responsibility	
Conduct Community Conversations to solicit input	
Participate in community events	Delivering meals to seniors during the COVID-19 crisis. Participating in the County-wide emergency response team.
Promote City and County partnerships	Working with City on T-CC Parking Lot project
Participate in outside committees, RTPO and boards	Danette: PRTPO, EDC, WSTIP, WSTA. Kathy: Moving Mason Forward, TIP CAP, Opiate Stakeholders. LeeAnn: WSTIP. Marshall: Centralia College Diesel Advisory Committee.
Participate in mentorship programs	No activities this month.
Promote Volunteer Driver Program	Staff talked to Patty Wagon to discuss forming a partnership so if we are short drivers we can get some assistance from them. Since several of our Volunteer Drivers are older, they are not driving as much so MTA drivers are filling the gap and taking clients to essential appointments in an MTA vehicle.
Park & Ride project (through 2023)	See Park & Ride informational page for update.
Brand vehicles	√ Standard design for branding buses is complete; some of the new cutaways will have taglines on them promoting MTA.
Progression toward inclusion of electric vehicles	

Objective 5: Workplace Culture

Improve communications through established methods	The Employee Engagement Committee is working through a communication plan.
Incorporate wellness program and encourage participation	Kick off of Wellness Program was done at the All-MTA Meeting with the first wellness challenge. The committee has several activities planned.
Promote skills and job knowledge	GM working with Ops and Finance on expanding knowledge of staff.
Bargain contracts for drivers and Comm Center	Two negotiation meetings have been held.
Employee Engagement committee	Committee continues to meet. A survey was prepared for the All-MTA meeting and we had 78% participation. The next project to work on is a communication flow chart. Last committee meeting was canceled due to coronavirus. Will reschedule in May.
Enhance meaningful employee recognition	We have revised the employee recognition policy; have incorporated a safety bonus for drivers; are being mindful of showing appreciation.
Provide more Belfair interaction and oversight	
Prepare a policy review schedule	GM began review of policy dates.