



AGENDA

Mason Transit Authority Board
Regular Meeting
December 15, 2020, 4:00 p.m.
Mason Transit Authority
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton

OR

Pursuant to Governor's Proclamation 20-28.8, the public meeting held virtually using the following WebEx credentials

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

Meeting number (access code): 126 159 1544 (Password) 0790

Mason County is currently in Phase 3, therefore members of the public may also attend in person.

OPENING PROTOCOL

CALL TO ORDER

ROLL CALL AND DETERMINATION OF QUORUM

ACCEPTANCE OF AGENDA – *ACTION*

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

ELECTION OF OFFICERS

CONSENT AGENDA – *ACTION*

1. Pg. 003: Approval of Minutes: Approval of the minutes of the November 17, 2020 MTA regular Board meeting.
2. Pg. 007: Financial Reports: November, 2020
3. Pg. 014: Check Approval: November 13 – December 7, 2020

REGULAR AGENDA

UNFINISHED BUSINESS:

1. Pg. 019: Approval of 2021 Budget – Resolution No. 2020-42 – *ACTIONABLE* (Danette and LeeAnn)

NEW BUSINESS:

1. Pg. 037: Surplus Inventory - Resolution No. 2020-43 – *ACTIONABLE* (LeeAnn)
2. Pg. 042: Customer Comment/Complaint Policy (POL-505) - Resolution No. 2020-44 – *ACTIONABLE* – (Mike)
3. Pg. 061: Equal Employment Opportunity Policy/Program (POL-307) – Resolution No. 2020-45 – *ACTIONABLE* - (Danette)
4. Pg. 117: Travel and Travel Reimbursement Policy (POL-402) - Resolution No. 2020-46 – *ACTIONABLE* – (LeeAnn)
5. Pg. 130: No Show Policy (POL-509) - Resolution No. 2020-47 – *ACTIONABLE* – (Mike)
6. Pg. 142: Strategic Plan Update – *DISCUSSION* – (Danette)
7. Pg. 156: Renewal of LMTAAA Contract - Resolution No. 2020-48 – *ACTIONABLE* - (Danette)

INFORMATIONAL

Reports

1. Pg. 212: Park and Ride Update
2. Pg. 213: Management Reports
3. Pg. 222: Operational Statistics
4. Pg. 224: 2020 Accomplishments

GENERAL MANAGER'S REPORT

COMMENTS BY BOARD

ADJOURNMENT

UPCOMING MEETINGS:

MTA Board Meeting

**Mason Transit Authority
Regular Meeting**

January 19, 2021 at 4:00 p.m.

Transit-Community Center Conference Room
601 West Franklin Street
Shelton

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

**Mason Transit Authority
Minutes of the Regular Board Meeting
November 17, 2020
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton**



Pursuant to Governor's Proclamation 20-28.8, the public meeting was held virtually using WebEx with the public being able to attend in listen-only mode as well as in person.

OPENING PROTOCOL

CALL TO ORDER: 4:02 p.m.

ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present: Wes Martin, Chair; Sharon Trask, Vice Chair; John Campbell, Kevin Dorcy, Matt Jewett, Randy Neatherlin and Kevin Shuttly. **Quorum met, Matt Jewett attended in person and all other named Board members were present via WebEx virtual conference.**

Authority Voting Board Members Not Present: Sandy Tarzwell and Vacant Position through remainder of 2020.

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

Citizen Advisor to the Board Present in Person: John Piety

Others Present in Person: Tracy Becht, Clerk of the Board

Others Present via WebEx virtual conference: Danette Brannin, General Manager, LeeAnn McNulty, Administrative Services Manager; Marshall Krier, Maintenance and Facilities Manager; and Mike Ringgenberg, Operations Manager.

Others Present via WebEx virtual conference: Robert Johnson, MTA Legal Counsel; Elizabeth Safsten, WSDOT liaison.

ACCEPTANCE OF AGENDA

Moved that the agenda for the November 17, 2020 Mason Transit Authority (MTA) regular board meeting be approved. **Campbell/Martin. Motion carried.**

PUBLIC COMMENT

Elizabeth Safsten of WSDOT said hello to Danette Brannin, General Manager.

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 October 20, 2020.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for October, 2020 as presented.
3. **Moved** that the Mason Transit Authority Board approve the payments of October 15, 2020 through November 12, 2020 financial obligations on checks #34595 through #34667, as presented for a total of \$683,468.04.

Shutty/Campbell. Motion carried.

REGULAR AGENDA

UNFINISHED BUSINESS

1. **Second View of 2021 Budget** – LeeAnn McNulty, Administrative Services Manager, shared with the Board that a few adjustments had been made to the 2021 proposed Budget since last month, such as:
 - a. The temporary Belfair base will now require weekly (as opposed to biweekly) fill and dumping;
 - b. Johns Prairie base will now have more separation between the tenants in the lease spaces, such as a wall construction;
 - c. Volunteer Driver program – Additional insurance need was identified to cover MTA; and
 - d. Additional items added to capital budget, such as a generator.

There is one more public hearing scheduled for December 1 and any other changes will be brought to the Board for consideration and approval at the December 15 Board meeting.

2. **Second View of Proposed 2021 Regular Meeting Calendar** – Tracy Becht, Clerk of the Authority Board, described for the Board her findings for available meeting space that would be available for the MTA Authority Board. She had come across challenges in finding meeting space in Hoodspport given the current state of the COVID-19 pandemic. Due to changes in management of the Hoodspport Fire Hall, as well as the Hoodspport Library still not holding meetings at this time, she recommended the continued use of Port of Allyn. Later in 2021 she will seek out location possibilities in Hoodspport and report back to the Board for 2022 Board meetings. **Moved** that the Mason Transit Authority Board approve Resolution No. 2020-35 establishing the 2021 schedule of regular MTA Authority Board meetings. **Campbell/Martin. Motion carried.**

NEW BUSINESS

1. **Surplus Inventory.** Ms. McNulty stated the items listed are surplus items that are old items with no value and being sent to recycling. **Moved** that the Mason Transit Authority

Board approve Resolution No. 2020-36 regarding the disposal of the assets as set forth in Exhibit A to that resolution. **Campbell/Jewett. Motion carried.**

2. **Records Management Policy (POL-206).** Ms. Becht, as Public Records Officer, stated that another transit agency had recently been made aware through a WSDOT on-site visit that their records retention policy did not properly address records that relate to grant funding. She indicated that the proposed changes to the policy specifically state that any records relating to WSDOT grant funding, shall be retained, at a minimum, for the term of the grant funded project plus six years thereafter and that this requirement shall override the retention schedule of the Washington State Archivist and Local Records Committee. **Moved** that the Mason Transit Authority Board approve and adopt Resolution No. 2020-37 that approves the revised Records Management Policy (POL-206). **Jewett/Martin. Motion carried.**
3. **Performance Counseling Policy (POL-304).** Ms. McNulty informed the Board as to the changes made to the policy and that any progressive discipline documentation submitted to an employee's personnel file will not be considered for disciplinary action after one (1) year so that the policy will be in alignment with the recent collective bargaining agreement for the drivers. **Moved** that the Mason Transit Authority Board approve and adopt Resolution No. 2020-38 that approves the revised Performance Counseling Policy (POL-304). **Dorcy/Martin. Motion carried.**
4. **Special Event Service Policy (POL-503).** Mike Ringgenberg, Operations Manager, stated that the policy was last updated in 2016 and that the only changes to the policy related to the entire citations being referenced and in Section 3.2.1 – the subsection was changed from (c) to (g). **Moved** that the Mason Transit Authority Board approve and adopt Resolution No. 2020-39 that approves the revised Special Event Policy (POL-503). **Jewett/Neatherlin. Motion carried.**
5. **Volunteer Driver Policy (POL-1000).** Ms. McNulty indicated that the last update to this policy was in 2013. She indicated that updates include title changes; new guidelines relating to reimbursements to volunteer drivers and MTA carrying excess liability insurance, which was also included in the proposed 2021 Budget. **Moved** that the Mason Transit Authority Board approve and adopt Resolution No. 2020-40 that approves the revised Volunteer Driver Program Policy (POL-1000). **Dorcy/Campbell. Motion carried.**
6. **Contract for Public Relations.** Danette Brannin, General Manager, described to the Board as to the process that staff had accomplished up to this point in JayRay being chosen as scoring highest in each of the criteria as MTA seeks new ways to reach the public. **Moved** that the Mason Transit Authority Board approve Resolution No. 2020-41 authorizing the General Manager to sign and execute the Terms and Conditions in the amount of \$54,112.50 between JayRay and Mason Transit Authority. **Jewett/Dorcy. Motion carried.**

INFORMATIONAL – Ms. Brannin provided an overview of the status of the various park and ride projects.

GENERAL MANAGER'S REPORT – Ms. Brannin had nothing further to contribute.

MANAGEMENT REPORT – Ms. Brannin indicated that ridership is flat right now and that some items on the 2020 Work Plan have not been accomplished due to the COVID-19 impact. Additionally, MTA's Admin group will be moving to the T-CC currently being rented by ESD#113. Admin move is anticipated to be at end of December or January.

Ms. McNulty also shared the results of the SAO Exit Conference and that MTA received a clean audit.

COMMENTS BY THE BOARD – Board member Campbell shared it was another well conducted meeting.

Moved that the meeting be adjourned.

ADJOURNED 4:39 p.m.

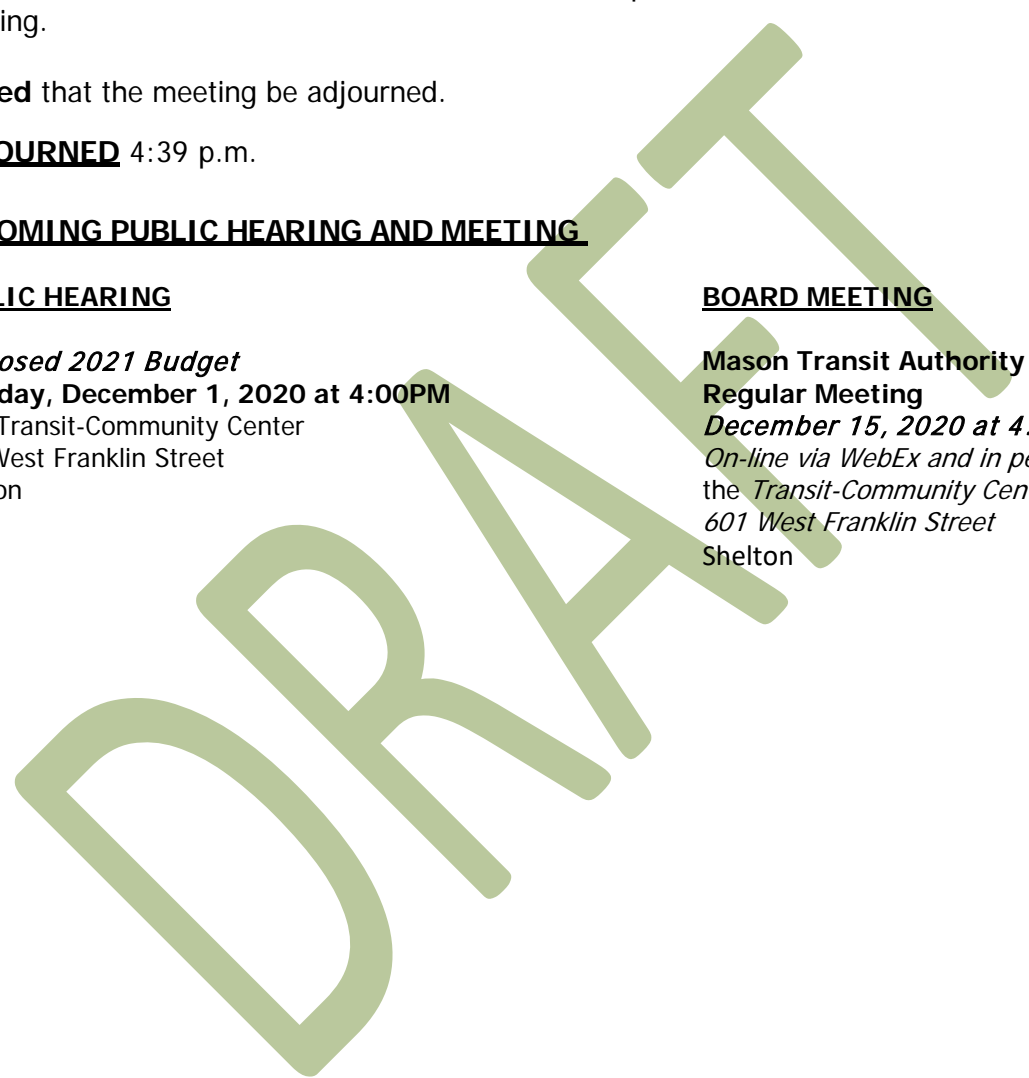
UPCOMING PUBLIC HEARING AND MEETING

PUBLIC HEARING

Proposed 2021 Budget
Tuesday, December 1, 2020 at 4:00PM
MTA Transit-Community Center
601 West Franklin Street
Shelton

BOARD MEETING

Mason Transit Authority
Regular Meeting
December 15, 2020 at 4:00PM
On-line via WebEx and in person at
the Transit-Community Center
601 West Franklin Street
Shelton



Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 2 – *Actionable*
Subject: Financial Reports – November 2020
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: December 15, 2020

Summary for Discussion Purposes:

Included is the November 2020 Financial Reports with a breakout of T-CC revenue and expenses that shows cost allocation between Transit and Community Center.

Highlights:

Sales Tax Revenue

Sales tax revenue for September 2020 (received November 30, 2020) was \$574,589, 14% above September 2019 and 45% higher than the budgeted sales tax revenue for September 2020. Sales tax revenue received in September was a record.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 92% (11/12) of the budget through the end of the year. Total YTD Revenue is over budget at 116.49%. The percentage of Total YTD Operating Expenses are under budget at 79.65%.

- Year-to-date sales tax revenue remains up 5% through September 2020 and 42% above the budgeted amount.
- MTA has spent \$96,954 YTD on Covid related safety supplies and equipment, legal services, training, public messaging, and unemployment insurance.

Fiscal Impact:

The November fiscal impact reflects total revenues of \$692,210, and operating expenses of \$507,318 for a net income of \$184,892.

Staff Recommendation:

Approve.

Motion for Consideration:

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

Mason Transit Authority Statement of Financial Activities

% through the year: 92%

December 2020 Board Report

| November Statement of Financial Activities | November Actual | 2020 YTD Actual | 2020 Budget | Notes | Percentage of Budget Used |
|---|-------------------|---------------------|---------------------|-------|---------------------------|
| Revenue | | | | | |
| Passenger Fares | \$ 2,344 | \$ 36,006 | \$ 105,000 | | 34.29% |
| PSNS Worker/Driver & Vanpool Fares | 12,439 | 150,013 | 260,000 | | 57.70% |
| Total Operating Revenue (Fares) | 14,783 | 186,019 | 365,000 | | 50.96% |
| Sales Tax | 282,327 | 4,958,558 | 4,054,264 | (1) | 122.30% |
| Operating Grants | 376,723 | 3,611,775 | 3,049,288 | (2) | 118.45% |
| Rental Income | 10,699 | 133,950 | 179,520 | | 74.62% |
| Investment Income | 1,609 | 72,091 | 50,000 | | 144.18% |
| Other Non-operating Revenue | 6,069 | 76,756 | 61,510 | (3) | 124.79% |
| Total Revenue | 692,210 | 9,039,149 | 7,759,582 | | 116.49% |
| Expenses | | | | | |
| Wages and Benefits | 411,448 | 4,934,835 | 6,223,621 | | 79.29% |
| Contracted services | 12,078 | 205,033 | 180,475 | | 113.61% |
| Fuel | 15,917 | 206,116 | 377,450 | (4) | 54.61% |
| Vehicle/Facility Repair & Maintenance | 12,367 | 155,033 | 325,354 | | 47.65% |
| Insurance | 20,217 | 222,388 | 242,605 | | 91.67% |
| Intergovernmental - Audit Fees | 4,072 | 29,236 | 33,000 | | 88.59% |
| Rent - Facilities and Park & Ride | 3,217 | 31,878 | 32,500 | | 98.09% |
| Utilities | 11,214 | 115,487 | 137,508 | | 83.99% |
| Supplies & Small Equipment | 11,671 | 272,262 | 122,801 | (5) | 221.71% |
| Training & Meetings | (326) | 6,660 | 47,035 | | 14.16% |
| Other operating expenses | 5,443 | 105,054 | 167,639 | (6) | 62.67% |
| Total Operating Expenses | 507,318 | 6,283,982 | 7,889,988 | | 79.65% |
| Net Income (Deficit) from Operations | \$ 184,892 | \$ 2,755,167 | \$ (130,406) | | |

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 - Q3 actuals, plus October & November accruals. |
| (3) | Includes LMTAAA Volunteer program revenue - \$21,926, Volunteer Donations - \$852, Sale of Maintenance Services \$,2574, Community Van - \$912, Sales Tax Interest Income - \$5,069 and Insurance Recoveries - \$77, \$1,400 credit card rebate, Gain/Loss on Disp of Asset (sale of 9 cutaways) \$38,875, and other misc. supplies. |
| (4) | Average diesel price per gallon year to date is \$1.77. Average gasoline price per gallon year to date is \$2.28. |
| (5) | Printing- \$18,829; TCC Ops Office cabinets, countertops, and lockers- \$9,747; furniture Admin office - \$7,264; Tablets for Ecolane - \$11,742; Cleaning/sanitation/safety supplies - \$87,912; Bulk advertising - pandemic related public messaging - \$1,800; Office Supplies - \$8,181; Shop Supplies - \$10,095; Small Tools & Equipment: Lawn mower bagger & blades, disinfecting equipment for fleet - \$2,322, \$80,051 implementation costs for bus technology, and other misc supplies and small equipment. |
| (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 \$18,125, Advertising \$25,311, Merchant/credit card fees \$4,639, Rent-Equipment \$633, Office Equipment Lease \$2,543, Dues, Memberships, Subscriptions \$29,645, plus other misc. expenses. |

Mason Transit Authority Statement of Financial Activities - TCC

% through the year: 92.00%

December 2020 Board Report

| November Statement of Financial Activities | 2020 Combined November Actual | 2020 YTD Actual | 2020 Budget | Notes | % of Budget Used | YTD - Community Center | YTD - Transit Operations |
|--|-------------------------------|-----------------|----------------|-------|------------------|------------------------|--------------------------|
| Revenue | | | | | | | |
| T-CC Rental | \$ 8,457 | \$ 115,153 | \$ 158,020 | (1) | 72.87% | \$ 115,153 | \$ - |
| Other Revenue | - | 49 | - | | | 49 | - |
| Total Revenue | 8,457.00 | 115,202 | 158,020 | | 72.90% | 115,202 | - |
| Expenses | | | | | | | |
| Wages and Benefits | 10,819 | 118,912 | 140,365 | | 84.72% | 118,912 | - |
| Contracted services | 90 | 8,947 | 20,823 | | 42.97% | 7,856 | 1,091 |
| Repair & Maintenance | 3,072 | 14,279 | 15,354 | (2) | 93.00% | 9,329 | 4,950 |
| Insurance | 1,347 | 14,814 | 16,161 | | 91.67% | 14,814 | - |
| Utilities | 3,750 | 41,832 | 50,174 | | 83.37% | 29,758 | 12,074 |
| Supplies & Small Equipment | 634 | 8,330 | 8,011 | (3) | 103.98% | 5,909 | 2,421 |
| Other Operating Expenses | - | 1,386 | 2,112 | | 65.63% | 1,386 | - |
| Total Operating Expenses | 19,711.75 | 208,500 | 253,000 | | 82.41% | 187,964 | 20,536 |
| Net Income (Deficit) from Operations | \$ (11,255) | \$ (93,298) | \$ (94,980) | | | \$ (72,762) | \$ (20,536) |

NOTES

| | |
|-----|--|
| (1) | T-CC Event rental revenue has been reduced due to cancelled event rentals during the pandemic. TCC Tenant Rental Income reduced with FESS move to JP. |
| (2) | HVAC repairs - \$710; HVAC Filters - \$975; Three digital store front locks totaling \$3,756; 5-yr comprehensive fire suppression inspection - \$3,068; Kitchen exhaust hood cleaning - \$707; Pallet ice melt, paint - \$1,558; plus other misc. repair/maintenance expenses. |
| (3) | Office supplies - \$1,385; Pandemic related Cleaning/Sanitation & Safety Supplies totaling \$6,004 YTD; plus other misc. supplies & small equipment. |

Mason Transit Authority Cash and Investments

December 2020 Board Report

Cash Balances

| | 10/31/2020 | 11/30/2020 | Change |
|-----------------------------|-------------------------|-------------------------|----------------------|
| Cash - MC Treasurer | \$ 1,523,508.03 | \$ 1,743,927.99 | \$ 220,419.96 |
| Investments - MC Treasurer | 10,500,000.00 | 10,500,000.00 | - |
| Payroll - ACH Columbia Bank | 193,828.93 | \$ 193,828.95 | \$ 0.02 |
| Petty Cash/Cash Drawers | 500.00 | 500.00 | - |
| TOTAL | \$ 12,217,836.96 | \$ 12,438,256.94 | \$ 220,419.98 |

Cash Encumbrances

Grant Related:

| | |
|---|------------------|
| Purchase two coaches. Received award of \$468,636 - 5339 Fed 25% Match. Encumbered funds to be used for the match and balance exceeding the award amount. | \$ 564,416 |
| Park & Ride Development Project RMG 2015-2019 Match | 950,000 |
| Purchase 1 - 35' coach and 6 cutaways. Contingent on grant application award. 25% match | 317,381 |
| Total Grant Match | 1,831,797 |

Reserves:

| | |
|---|----------------------|
| Total Grant Match | 1,831,797 |
| General Leave Liability | 207,249 |
| Emergency Operating Reserves | 2,000,000 |
| Facility Repair Reserve | 150,000 |
| Emergency/Insurance Reserves | 100,000 |
| Future Operating Reserves | 3,100,000 |
| Capital Project Reserves ¹ /Park and Ride Projects | 2,900,000 |
| Fuel Reserves | 120,000 |
| IT Investments | 40,000 |
| Total Encumbered | \$ 10,449,046 |

| | |
|---|---------------------|
| Total of Cash | \$ 12,438,256.94 |
| Less Encumbrances | 10,449,046.00 |
| Undesignated Cash Balance Total (Including Reserves) | 1,989,210.94 |
| Investments - MC Treasurer (Reserves) | 10,500,000.00 |
| Less Encumbrances | 10,449,046.00 |
| Undesignated Cash Reserves | \$ 50,954.00 |

Sales Tax Revenue received in excess of the budgeted amount will be reserved in Capital Project Reserves while we await the status of park and ride grant funding for the 2021-2023 biennium.

Mason Transit Authority Capital Budget

December 2020 Board Report

As of November 30, 2020

| Capital Projects | Budget | Grants | MTA Funding | Contingent Projects | YTD | Project Costs to Date | Purpose |
|---|----------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|---|
| T-CC Parking Lot | 302,500 | 250,000 | 177,500 | - | 216,313 | 221,928 | Parking lot behind TCC |
| Park & Ride Development - 2015-2019 RMG Funds | 6,371,134 | 5,617,000 | 950,000 | - | 2,524,448 | 4,474,512 | 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 | 40,000 | - | - | - | - | <i>Applied 2020/2021 Sales Tax Equalization \$ to complete</i> |
| Scissor Lift - TCC | 15,000 | 17,300 | - | - | - | - | Lift for atrium and gymnasium maintenance. <i>Applied 2020/2021 Sales Tax Equalization \$ to</i> |
| HVAC Units | 50,000 | - | - | 50,000 | - | - | Replace units in Buildings 1 and 2 |
| Bus Technology | 30,915 | - | 30,915 | - | 80,449 | - | YTD represents technology costs capitalized. |
| Coach Repairs | 116,500 | 116,500 | - | - | 82,559 | 113,455 | Rebuild engines and transmissions in 3 coaches to extend life. Funded by Sales Tax Equalization. |
| Total Miscellaneous Capital Projects | 7,013,049 | 6,040,800 | 1,165,415 | 135,000 | 2,909,181 | 4,815,308 | |
| 2 Worker Driver Coaches | 1,779,228 | 1,285,419 | 257,084 | - | 1,542,503 | 1,542,503 | Replace low SGR ranking coaches |
| 9 Cutaways | 932,157 | 699,118 | 294,492 | - | 993,610 | 993,610 | Replace low SGR ranking Cutaways |
| 2 40' Coaches, | 970,579 | 727,934 | 298,374 | - | 1,026,308 | 1,026,308 | Replace low SGR ranking Coaches |
| Mini Cutaway | 80,000 | 176,650 | 5,374 | - | 85,374 | 85,374 | <i>Applied 2020/2021 Sales Tax Equalization \$ to purchase a 2nd mini-cutaway</i> |
| 2 35' Coaches | 510,000 | 468,636 | 564,416 | - | - | - | Replace two coaches. <i>Update reflects 5339 award.</i> |
| Total Vehicle Replacements | 4,271,964 | 3,357,757 | 1,419,740 | - | 3,647,795 | 3,647,795 | |
| Total Capital Projects | \$ 11,285,013 | \$ 9,398,557 | \$ 2,585,155 | \$ 135,000 | \$ 6,556,976 | \$ 8,463,103 | |


Capital Project Reserves - \$2,900,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

Mason Transit Authority Sales Tax Receipts

December 2020 Board Report

Sales Tax Collected as of 11/30/2020 for 09/30/2020

Monthly Cash-Flow Trend (January - December)



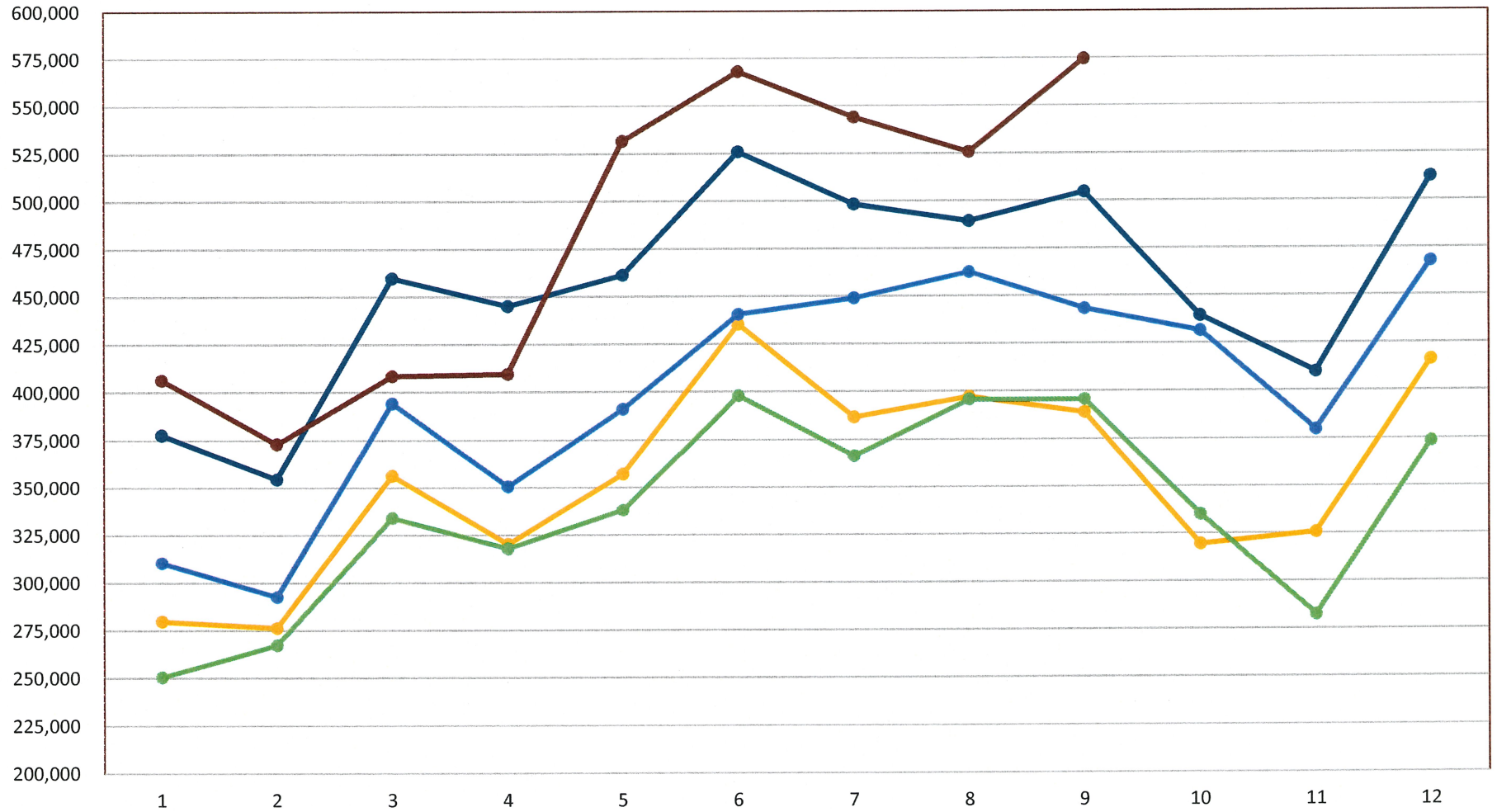
| | 2017 | 2018 | 2019 | 2020 Budget | 2020 Actual | 2019 Budget Variance | % Change 2019 - 2020 Actual |
|-----------|-----------|-----------|-----------|-------------|-------------|----------------------|-----------------------------|
| January | 279,777 | 310,547 | 377,689 | 250,512 | 406,391 | 62% | 8% |
| February | 276,310 | 292,604 | 354,467 | 267,297 | 372,932 | 40% | 5% |
| March | 356,214 | 394,293 | 459,822 | 334,132 | 408,506 | 22% | -11% |
| April | 320,241 | 350,586 | 445,171 | 317,834 | 409,532 | 29% | -8% |
| May | 357,049 | 391,052 | 461,236 | 337,957 | 531,711 | 57% | 15% |
| June | 435,445 | 440,606 | 525,839 | 397,996 | 568,045 | 43% | 8% |
| July | 386,531 | 449,080 | 498,248 | 366,369 | 543,942 | 48% | 9% |
| August | 397,061 | 462,622 | 489,291 | 395,696 | 525,644 | 33% | 7% |
| September | 388,845 | 443,327 | 504,696 | 395,670 | 574,589 | 45% | 14% |
| October | 319,477 | 431,530 | 439,534 | 334,940 | | | |
| November | 325,586 | 379,605 | 409,930 | 282,327 | | | |
| December | 416,254 | 467,960 | 512,346 | 373,534 | | | |
| | 4,258,790 | 4,813,813 | 5,478,270 | 4,054,264 | 4,341,291 | | |

Budget Variance Average - YTD 42%

% Change 2019 vs 2020 Actual Average - YTD 5%

Monthly Sales Tax Trend

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: December 15, 2020

Summary for Discussion Purposes:

Disbursements:

- Creative Office
 - Check #34716 – \$3,632.06 – TCC Admin Office Furniture

*Disbursements capital grant eligible.

November Fuel Prices: Diesel \$1.87, Unleaded \$2.25

General Manager Travel Expenditures:

- No Travel

Check Disbursement Fiscal Impact:

\$327,981.75

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of November 13, 2020 through December 7, 2020 financial obligations on checks #34668 through #34745, as presented for a total of \$327,981.75.



Mason Transit Authority
December 15, 2020 Disbursement Approval

The following checks for the period of November 13, 2020 through December 7, 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 34668 – 34745 | Total Amount \$327,981.75 |
|--|--------------------------------|------------------------------|

| Included within the checks were: | | |
|----------------------------------|---------|------------|
| | Check # | Amount |
| Payroll & DRS – 11/24/2020 | 34705 | 170,010.77 |
| Payroll & DRS – | | |
| Payroll & DRS – | | |
| Creative Office | 34716 | 3,632.06 |
| | | |
| | | |
| | | |
| | | |
| <i>Check Spoilage</i> | 34441 | 1,221.00 |

Submitted by:  Date: 12-8-2020
LeeAnn McNulty, Administrative Services Manager

Approved by:  Date: 12/9/2020
Danette Brannin, General Manager

Mason Transit Authority Check Register
 December 2020 Board Report

Activity From 11/13/2020 Through 12/07/2020

| Document Date | Check # | Vendor Name | Amount |
|---------------|---------|---------------------------------------|---------------|
| 11/13/2020 | 34441 | Summit Law Group | \$ (1,221.00) |
| 11/16/2020 | 34668 | AIG Retirement | 240.00 |
| 11/16/2020 | 34669 | Allstream | 121.61 |
| 11/16/2020 | 34670 | Aramark | 155.08 |
| 11/16/2020 | 34671 | Mick Baker | 194.35 |
| 11/16/2020 | 34672 | Belfair Water District #1 | 86.41 |
| 11/16/2020 | 34673 | Cascade Natural Gas | 1,708.34 |
| 11/16/2020 | 34674 | Comcast | 199.57 |
| 11/16/2020 | 34675 | Gene Currier | 914.65 |
| 11/16/2020 | 34676 | EMC - Mason Transit | 111.65 |
| 11/16/2020 | 34677 | Northwest Cascade Inc. DBA FloHawks | 909.53 |
| 11/16/2020 | 34678 | Carolyn Gravatt-Bowles | 888.25 |
| 11/16/2020 | 34679 | District 160 | 1,703.34 |
| 11/16/2020 | 34680 | Jerry's Automotive & Towing, Inc. | 586.66 |
| 11/16/2020 | 34681 | Robert W. Johnson, PLLC | 1,600.00 |
| 11/16/2020 | 34682 | Kitsap Transit | 1,538.23 |
| 11/16/2020 | 34683 | Les Schwab | 251.62 |
| 11/16/2020 | 34684 | Mason County PUD #3 | 2,528.21 |
| 11/16/2020 | 34685 | Cheryl Moore | 100.63 |
| 11/16/2020 | 34686 | Nisqually Automotive and Towing | 510.30 |
| 11/16/2020 | 34687 | Office Depot, inc. | 326.29 |
| 11/16/2020 | 34688 | Olympic Lock & Key | 821.44 |
| 11/16/2020 | 34689 | Pitney Bowes Purchase Power | 171.00 |
| 11/16/2020 | 34690 | Builders FirstSource | 30.41 |
| 11/16/2020 | 34691 | State Auditor's Office - WA | 4,071.60 |
| 11/16/2020 | 34692 | Mason County Journal | 156.00 |
| 11/16/2020 | 34693 | The Shoppers Weekly | 466.55 |
| 11/16/2020 | 34694 | Staples Business Advantage | 339.42 |
| 11/16/2020 | 34695 | Tozier Brothers, Inc. | 160.10 |
| 11/16/2020 | 34696 | United Way of Mason County | 27.00 |
| 11/16/2020 | 34697 | UniteGPS, LLC | 624.00 |
| 11/16/2020 | 34698 | U.S. Bank | 6,119.22 |
| 11/16/2020 | 34699 | Verizon Wireless | 911.83 |
| 11/16/2020 | 34700 | Voyager Fleet Systems, Inc. | 5,766.47 |
| 11/16/2020 | 34701 | Westbay Auto Parts | 317.45 |
| 11/16/2020 | 34702 | Whisler Communications | 1,776.42 |
| 11/16/2020 | 34703 | Robert Williams | 97.18 |
| 11/16/2020 | 34704 | AWorkSAFE Service, Inc. | 409.00 |
| 11/24/2020 | 34705 | Mason Transit Authority - ACH Account | 170,010.77 |
| 12/3/2020 | 34706 | Aflac | 941.14 |

Mason Transit Authority Check Register
December 2020 Board Report

Activity From 11/13/2020 Through 12/07/2020

| Document Date | Check # | Vendor Name | Amount |
|---------------|---------|--------------------------------------|-----------|
| 12/3/2020 | 34707 | AIG Retirement | 240.00 |
| 12/3/2020 | 34708 | Associated Petroleum Products, Inc. | 18,904.99 |
| 12/3/2020 | 34709 | Aramark | 309.28 |
| 12/3/2020 | 34710 | Bridge Church | 90.00 |
| 12/3/2020 | 34711 | Belfair Water District #1 | 86.41 |
| 12/3/2020 | 34712 | Black Star | 1,312.85 |
| 12/3/2020 | 34713 | The Bus Coalition | 1,000.00 |
| 12/3/2020 | 34714 | Kirk C Church dba 3C's | 500.00 |
| 12/3/2020 | 34715 | Commercial Brake & Clutch, Inc. | 320.73 |
| 12/3/2020 | 34716 | The Creative Office | 3,632.06 |
| 12/3/2020 | 34717 | Cummins Northwest, LLC | 1,850.23 |
| 12/3/2020 | 34718 | EMC - Mason Transit | 106.65 |
| 12/3/2020 | 34719 | Gillig, LLC | 2,631.85 |
| 12/3/2020 | 34720 | Hood Canal Communications | 1,720.45 |
| 12/3/2020 | 34721 | LegalShield | 131.55 |
| 12/3/2020 | 34722 | Les Schwab | 576.38 |
| 12/3/2020 | 34723 | Mason County Garbage, Inc. | 733.94 |
| 12/3/2020 | 34724 | Mason County PUD #3 | 2,259.50 |
| 12/3/2020 | 34725 | Eco Elite and Mathis Pest Management | 146.48 |
| 12/3/2020 | 34726 | McNulty, LeeAnn | 72.54 |
| 12/3/2020 | 34727 | Mountain Mist Water | 89.84 |
| 12/3/2020 | 34728 | Mood Media | 118.77 |
| 12/3/2020 | 34729 | Northridge Properties, LLC | 1,500.00 |
| 12/3/2020 | 34730 | Office Depot, inc. | 26.12 |
| 12/3/2020 | 34731 | Pacific Mobile Structures, Inc. | 1,076.88 |
| 12/3/2020 | 34732 | Pacific Power Group, LLC | 132.50 |
| 12/3/2020 | 34733 | Builders FirstSource | 256.62 |
| 12/3/2020 | 34734 | Ricoh USA, Inc | 136.67 |
| 12/3/2020 | 34735 | Robison Plumbing | 328.28 |
| 12/3/2020 | 34736 | Seattle Automotive Distributing | 231.64 |
| 12/3/2020 | 34737 | The Shoppers Weekly | 2,453.09 |
| 12/3/2020 | 34738 | Summit Law Group | 1,221.00 |
| 12/3/2020 | 34739 | Titus-Will | 65.51 |
| 12/3/2020 | 34740 | Total Battery & Automotive Supply | 174.60 |
| 12/3/2020 | 34741 | Tozier Brothers, Inc. | 187.93 |
| 12/3/2020 | 34742 | United Way of Mason County | 15.00 |
| 12/3/2020 | 34743 | AWC Employee Benefit Trust | 75,868.83 |
| 12/3/2020 | 34744 | Westbay Auto Parts | 726.86 |
| 12/3/2020 | 34745 | Washington State Transit Association | 75.00 |

Totals \$ 327,981.75

Mason Transit Authority Credit Card Activity
 December 2020 Board Report

November Activity

| GL Title | Transaction Description | Expenses |
|-----------------------------------|--|-----------------|
| Uniform Allowance | Aramark - Driver rain coats | \$ 2,655.04 |
| Employee Recognition | Fred Meyer - Gift card retirement | 35.86 |
| Employee Recognition | Tags - Scot Haskell retirement mug | 17.50 |
| Facility Repair/Maintenance | Amazon - Ballasts for lights | 8.14 |
| Facility Repair/Maintenance | Amazon - Ballasts for lights | 19.94 |
| Facility Repair/Maintenance | Amazon - Replacement battery HVAC | 16.41 |
| Facility Repair/Maintenance | Amazon - Replacement battery HVAC | 40.19 |
| Facility Repair/Maintenance | Home Depot - Dead bolts | 20.75 |
| Facility Repair/Maintenance | Home Depot - Dead bolts | 41.51 |
| Facility Repair/Maintenance | Home Depot - Door locks | (84.13) |
| Facility Repair/Maintenance | Home Depot - Door thresholds | 196.30 |
| Facility Repair/Maintenance | Lowes - Ice melt | 296.90 |
| Facility Repair/Maintenance | Lowes - Ice melt | 726.91 |
| Facility Repair/Maintenance | Sherwin-Williams - Paint & painting supplies TCC | 770.94 |
| Facility Repair/Maintenance | Tractor Supply - Wheels for service cart | 52.06 |
| Operating Supplies | Amazon - Restocking first aid cabinet | 73.24 |
| Cleaning/Sanitation Supplies | Safeway - Carpet cleaner | 16.93 |
| Cleaning/Sanitation Supplies | Safeway - D Batteries hand sanitizer dispensers | 4.73 |
| Cleaning/Sanitation Supplies | Safeway - D Batteries hand sanitizer dispensers | 11.58 |
| Safety Training Material & Supply | CTAA - Pass Materials | 90.00 |
| IT Equipment | Amazon - Unite GPS AVA | 27.10 |
| IT Equipment | Amazon - Unite GPS AVA | 159.74 |
| Safety Supplies | Amazon - Stabilicers Maxx | 65.05 |
| Safety Supplies | Creative Safety Supply - Hand Sanitizing signs | 242.45 |
| Safety Supplies | Niels Pharmacy- Mounting APTA Posters | 3.47 |
| Safety Supplies | Tozier - Mounting APTA Posters | 39.45 |
| Safety Supplies | Tozier - Tape for PSA signs | 26.86 |
| Small Equipment & Furniture | Amazon - Foldable table | 465.18 |
| Small Equipment & Furniture | Office Depot - New chairs for comm center | 227.84 |
| Small Equipment & Furniture | Office Depot - New chairs for comm center | 694.38 |
| Dues, Memberships, Subscriptions | Docusign - Membership fee (partial) | 8.04 |
| Dues, Memberships, Subscriptions | MRSC - Small works roster | 135.00 |
| Dues, Memberships, Subscriptions | Network Solutions - Domain Name | 78.09 |
| Dues, Memberships, Subscriptions | WAPRO - Membership Renewal | 25.00 |
| Advertising/Promotion Media | Tractor Supply - Bungie cords | 34.63 |
| Credit Card Fees | USB - credit for October late fees | (73.58) |
| Passenger Parking Facilities | Glacier - Belfair Parking | 550.00 |
| | Total | <u>7,719.50</u> |

Mason Transit Authority Regular Board Meeting

Agenda Item: Unfinished Business – Item 1 – *Actionable*
Subject: 2021 Budget for Approval
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: December 15, 2020

Background:

A second view of the proposed 2021 budget was provided to the Board at its November 17, 2020 meeting and following the Board's second view of the Budget, the December 1, 2020 Public Hearing was held with no members of the public attending virtually or in person. The 2021 proposed annual budget was prepared in conjunction with team managers, the Administrative Services Manager and General Manager.

The attached 2021 proposed annual budget narrative provides assumptions and background to the budget and compensation plan.

Since the two previous versions of the budget that have been provided to the Board, the following items have been modified:

- Removed Systems Administrator FTE, incorporated a portion of the cost to Contract Services for a third-party support arrangement.
- Apply non-rep performance compensation to be effective 1/1/2021 rather than 04/01/2021. See the Budget Narrative for more detail.
- An additional \$5,000 was added for the audit of Federal CARES Act funds received in 2020.
- In recent years, MTA has supplemented the Volunteer Driver Program with an additional \$10,000 above the grant we receive from the program. The \$10,000 has been moved to wages to fund MTA Drivers who are providing rides for the program since the beginning of the pandemic. We see this continuing throughout 2021.
- Moved a previously applied Capital item Install Sign to an operating software expense.
- The Capital Budget was increased by \$10,000 as we receive initial bids to construct office space for Administrative Services at the T-CC.
- As in past years, revenue received above budget will be moved to reserves for future operating and capital costs.

This third and final draft has projected revenue at \$7,477,706 and expenses of \$7,410,931, for a projected Net Income of \$66,775.

Summary: Approval of Proposed 2021 Budget, Compensation Plan and Capital Budget.

Fiscal Impact:

Net income from Operations \$66,775.

Projected MTA Funding for Capital Projects \$2,157,368

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2020-42 adopting the 2021 Budget and Compensation Plan with Gross Operating Revenues of \$7,477,706 and Total Operating Expenses of \$7,410,931 with Net Income from Operations of \$66,775 including the capital budget therein.



2021 Annual Budget & Compensation Plan

December 15, 2021

Objective

The purpose of the 2021 Budget is to ensure that Mason Transit Authority (MTA) continues to meet the needs of its community and operate effectively with its available financial resources.

Goals

1. Maintain a 4-month Operating reserve fund
2. Establish spending levels that contribute to a 5-year sustainability plan
3. Ensure fiscal responsibility and stewardship of public funds
4. Progress towards 80% State of Good Repair
5. Maintain facilities for optimal performance
6. Streamline operations and admin
7. Restore pre-pandemic service levels and recall laid off workers.

2021 Budget Overview

The COVID-19 pandemic has had a significant impact on the agency and the demand for service. In response to the recent trend for ridership demand, the agency found it necessary to separate with 12 individuals either by attrition or layoff throughout the Operations department in 2020. The 2021 budget reflects a 12% reduction to wages and benefits. The FTE budget has been reduced from 42 to 34 driver positions. Of the 34 budgeted driver positions, 4 are currently vacant to account for drivers laid off with recall rights through September 2021. We have budgeted for their hopeful return.

Uncertainty remains for 2021 State grant funding. Although I-976 was overturned in the courts, the economic impacts from COVID-19 are yet to be seen. Operating Grant revenue in the 2021 budget reflects projected funds awarded and apportioned beginning July 1, 2021.

Sales tax revenue has been at a record pace in 2020. However, with persisting restrictions to a normal economic flow of business, and the potential impacts to employment, it is uncertain that consumer spending will continue to increase. Therefore, the sales tax budget reflects a 0% increase from the 2020 budget.

The 2021 Budget reflects the impacts of the compression of step scales from 10 to 7 years to reach the top of the scale as part of the Drivers CBA agreement negotiated in 2020. The average tenure of a MTA driver is 10 years, 77% of all MTA drivers will be at the top of the step scale by the end of 2021.

2021 Budget Highlights

1. Operating Revenue (Fares) is budgeted for a net 50% decrease, this forecast mirrors ridership trends seen for the last few months of 2020. Passenger, Worker Driver and Vanpool fares are anticipated to see fewer riders throughout 2021.
2. Non-Operating Revenue is slightly less due to the loss of TCC Rental Income, the result of MTA assuming previously rented space for business needs. Community Van income is also forecasted with a decline for 2021. Overall Revenue is forecasted down by 5%.
3. Budgeted expenses are anticipated to decrease by 6%, attributable primarily to staff reductions, reduced service output, and a decreased insurance premium.
4. 2021 Full Time Employees (FTE) reflect 68, a decrease of 13 budgeted FTE's. 12 previously budgeted FTE's are from within the Operations team. 1 FTE in Administration is being outsourced in 2021.
5. In addition to the continued work on the Park & Ride Project, the bulk of the capital budgeted for 2021 is for vehicle replacement: 2 35' Coaches, 1 Mini Cutaway, and the hope of securing grant to fund an additional 35' coach and 6 Cutaways. Costs associated with moving Admin Services to the TCC are included in the 2021 Capital Budget as well as upgrades to IT and phone system equipment.
6. The T-CC's Operating Budget's^[13] net deficit is projected as significantly higher than 2020 in part to a reduction in event rental revenue, and a larger investment in building maintenance and repairs, along with an increase in cleaning/sanitization and safety supplies. Utility expenses at the T-CC have been increased in 2021 to accommodate for more MTA working at the T-CC facility.

2021 Proposed Operating Budget

The Operating Budget does not include Capital expenditures (see Capital Budget on page 12).

| Consolidated 2021 Budget | | | | | | | Budget % | | |
|---|----|------------------|------------------|------------------|--------------------|------------------|------------------|------------|----|
| | | 2017 Actual | 2018 Actual | 2019 Actual | 2020 Projection | 2020 Budget | 2021 Budget | Change YoY | |
| Operating Revenue (Fares) | | | | | | | | | |
| Passenger Fares | 1 | 98,224 | 101,791 | 96,358 | 39,349 | 105,000 | 32,500 | -69% | |
| WD/VP | 2 | 265,129 | 254,753 | 243,169 | 163,936 | 260,000 | 150,500 | -42% | |
| | | <u>363,353</u> | <u>356,544</u> | <u>339,527</u> | <u>203,285</u> | <u>365,000</u> | <u>183,000</u> | -50% | 1 |
| Non-Operating Revenue | | | | | | | | | |
| Sales Tax | 4 | 4,258,175 | 4,807,028 | 5,478,270 | 5,418,783 | 4,054,264 | 4,054,264 | 0% | 2 |
| Operating Grants | 5 | 2,913,315 | 3,378,164 | 3,447,207 | 4,327,062 | 3,049,288 | 2,992,852 | -2% | 3 |
| Rental Income | 6 | 181,205 | 180,439 | 175,574 | 145,691 | 179,520 | 144,180 | -20% | 4 |
| Investment Income | 7 | 44,156 | 106,978 | 178,661 | 78,782 | 50,000 | 50,000 | 0% | 5 |
| Other income | 8 | 277,418 | 350,089 | 245,560 | 79,992 | 61,510 | 53,410 | -13% | 6 |
| | | <u>7,674,269</u> | <u>8,822,698</u> | <u>9,525,272</u> | <u>10,050,310</u> | <u>7,394,582</u> | <u>7,294,706</u> | -1% | |
| Operating Reserves Allocation | | | | | | 130,406 | - | | |
| Total Revenue | | <u>8,037,622</u> | <u>9,179,242</u> | <u>9,864,799</u> | <u>10,253,595</u> | <u>7,889,988</u> | <u>7,477,706</u> | -5% | |
| Expenses | | | | | | | | | |
| Wages & Benefits | 9 | 5,127,618 | 4,975,696 | 5,548,074 | 5,392,808 | 6,223,621 | 5,474,061 | -12% | 7 |
| Contracted Services | 10 | 254,849 | 353,117 | 223,619 | 207,320 | 180,475 | 346,332 | 92% | 8 |
| Fuel | 12 | 331,502 | 389,011 | 384,880 | 218,835 | 377,450 | 300,750 | -20% | 9 |
| Vehicle/Facility Repair & Maintenance | 13 | 268,631 | 319,553 | 353,183 | 169,194 | 325,354 | 265,751 | -18% | 10 |
| Insurance Premium | 14 | 238,034 | 238,506 | 235,477 | 243,028 | 242,605 | 210,364 | -13% | 1 |
| Intergovernmental - Audit Fees | 15 | 26,604 | 29,411 | 31,649 | 33,000 | 33,000 | 38,000 | 15% | 12 |
| Facility Rent and Park & Ride | 16 | 27,662 | 28,930 | 29,280 | 35,529 | 32,500 | 42,500 | 31% | |
| Utilities | 17 | 117,810 | 124,471 | 127,036 | 126,205 | 137,508 | 156,539 | 14% | |
| Supplies | 18 | 93,803 | 109,087 | 265,679 | 189,326 | 123,801 | 230,390 | 86% | 13 |
| Training & Meetings | 19 | 26,433 | 29,439 | 37,271 | 7,244 | 47,035 | 40,237 | -14% | 14 |
| Other Operating Expenses | 20 | 131,735 | 253,846 | 121,710 | 113,081 | 166,639 | 306,007 | 84% | 15 |
| Total Expense | | <u>6,644,681</u> | <u>6,851,067</u> | <u>7,357,858</u> | <u>6,735,570</u> | <u>7,889,988</u> | <u>7,410,931</u> | -6% | |
| Net Income (Loss) | | <u>1,392,941</u> | <u>2,328,175</u> | <u>2,506,941</u> | <u>3,518,025</u> | <u>-</u> | <u>66,775</u> | | |
| Operating Reserves Allocation | | | (699,494) | | | - | - | | |
| Net Income (Loss) Net Reserves Allocated | | <u>1,392,941</u> | <u>1,628,681</u> | <u>2,506,941</u> | <u>3,518,025</u> | <u>-</u> | <u>66,775</u> | | |

2021 Budget Notes

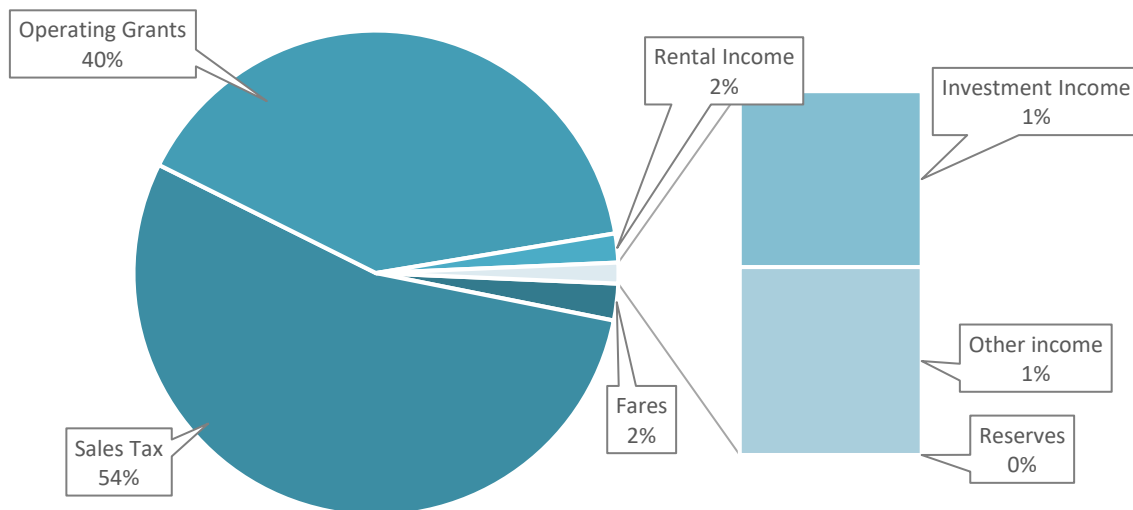
1. Operating Revenues (Fares) are budgeted substantially lower for 2021 due to the loss of ridership and the anticipated slow return to normal. Vanpool continues to decline, with only 4 groups remaining.
2. Sales Tax Revenue has been at a record level in 2020. Given the unforeseen long-term impacts from the public health crisis, management is budgeting 2021 Sales Tax Revenue at a 0% growth rate from 2020's budget. The practice to set aside sales tax revenue above budget in reserves for future operating and capital expenditures continues.
3. Operating grant revenue is based off the 2019-2023 biennium contracted awards. At this time, it is unclear whether state funding for the July 2021 - June 2023 award will be contracted as expected.
4. Budgeted Rental Income is based upon current fixed leases through commitments from tenants. Rental income is decreased to MTA forgiving income to consolidate operations at the Transit Community Center. Event rental income is projected with a significant decrease with fewer in person gatherings expected in 2021.
5. The treasury pool investment continues to outperform. Budgeted amount for 2021 remains conservative, as interest rates may fluctuate.
6. Other Income is reduced based on anticipated decreased demand for Community Van rentals throughout 2021.
7. Wages and Benefits are reduced by staffing cuts made in response to decreased ridership and the need to right size the agency to the expected service level required and provided. Regarding health care benefit premiums, both medical plans saw increases for 2021: Regence had an increase of 4%, and Kaiser increased by 5%. No other health care coverages changed for 2021. L&I rates saw a slight decrease for 2021.
8. Contract Services for 2021 include additions from 2020 for a planning study for a Park and Ride in the Hoodspout/Allyn area, the engagement of an advertising/public relations firm, and outsourced IT support with the elimination of the 1 (1) FTE Systems Administrator.
9. Fuel is forecasted with a 20% decrease to account for the service reduction expected to persist deep into the year. MTA encumbers \$120K for fuel reserves.
10. Within Repairs and Maintenance many projects at both the JP and T-CC facilities are being planned for in 2021. These costs are offset by the reduced cost of vehicle maintenance and repairs after the addition of 4 Worker Driver coaches and nine new cutaways received in 2020.
11. WSTIP Insurance coverage is quoted to decrease by 13% due after including additional liability coverage for the Volunteer Driver program. The sizeable decrease is the result of reduced claims, and reflects reduced miles driven in response to reduced service levels.
12. Standard Intergovernmental Audit fees for 2021 are quoted to be consistent to 2020. \$5,000 has been added to cover anticipated additional costs for the audit of the federal CARES Act Operating Grant funds claimed.
13. The increase in Supplies largely comes from costs associated with increased cleaning/sanitization, safety supplies, software for both Ops and Maintenance and increased printing costs for passenger outreach.

- 14. External trainings and meetings are still in question for 2021, however funding has been included should meetings require travel as 2021 progresses. Funds have been provided to allow employees for staff knowledge enhancement.
- 15. The 84% increase in Other Operating Expenses as compared to 2020 includes costs to redesign the MTA website, to accommodate for an advertising/public relations firm, and additional funds to provide increased advertised public messaging to promote a safe return to riding public transit.

Operating Revenues

Total operating revenue budgeted is projected to decrease from \$7,889,988 in 2020 to \$7,477,706 in 2021. The two major revenue sources making up 94% of our revenue are sales taxes collected in Mason County and grant funding from WSDOT.

Funding Source Breakdown



Sales Tax

Sales tax revenue continues to remain the largest source of funding - projected to be 54% of revenue for 2021. Sales tax revenues were approximately \$5.4m in 2019 compared to 2018's \$4.8m showing a growth of 11%. The current projections for sales tax in 2020 come at approximately \$5.3m mark. Sales tax revenue continues to be forecasted conservatively.

Historical and Projected Sales Tax Revenue

The following table shows actual sales tax revenue for 2017 through September 2020, the remainder of the year is at the 2020 budgeted amount (in gray).

| | 2017 Actual | 2018 Actual | 2019 Actual | 2020 Actual | 2020 Budget | 2021 Budget |
|-----------|----------------|----------------|----------------|----------------|----------------|----------------|
| January | 279,777 | 310,547 | 377,689 | 406,391 | 250,512 | 250,512 |
| February | 276,310 | 292,604 | 354,467 | 372,932 | 267,297 | 267,297 |
| March | 356,214 | 394,293 | 459,822 | 408,506 | 334,132 | 334,132 |
| April | 320,241 | 350,586 | 445,171 | 409,532 | 317,834 | 317,834 |
| May | 357,049 | 391,052 | 461,236 | 531,711 | 337,957 | 337,957 |
| June | 435,445 | 440,606 | 525,839 | 568,045 | 397,996 | 397,996 |
| July | 386,531 | 449,080 | 498,248 | 543,942 | 366,369 | 366,369 |
| August | 397,061 | 462,622 | 489,291 | 525,644 | 395,696 | 395,696 |
| September | 388,845 | 443,327 | 504,696 | 574,589 | 395,670 | 395,670 |
| October | 319,477 | 431,530 | 439,534 | 334,940 | 334,940 | 334,940 |
| November | 325,586 | 379,605 | 409,930 | 282,327 | 282,327 | 282,327 |
| December | 416,254 | 467,961 | 512,346 | 373,534 | 373,534 | 373,534 |
| | 4,258,790 | 4,813,813 | 5,478,270 | 5,332,093 | 4,054,264 | 4,054,264 |

Grant Revenues

Operating grant revenue is comprised of state and federal funds awarded by WSDOT from the Consolidated Operating Grants Program. Operating grant revenue is forecasted to make up 40% of MTA's 2021 operating revenue. MTA awaits notice from WSDOT as to whether previously awarded projected funds for the 2021-2023 biennium will be contracted. Budgeted operating grant revenue is predicated on receiving awarded projected funds by either state or federal dollars. Different than recent years, Sales Tax Equalization revenue has not been budgeted for 2021. It remains unclear how the defeat of I-976 will affect the State's ability to fund elements of operating and capital grants.

Fares

Fares consist of three sources: out-of-county fares, Worker/Driver fares, and Vanpool fares. The out-of-county fares make up nearly 18% of total budgeted fares while Worker/Driver makes up roughly 66% and Vanpool the remaining 16%.

Transit-Community Center Revenues

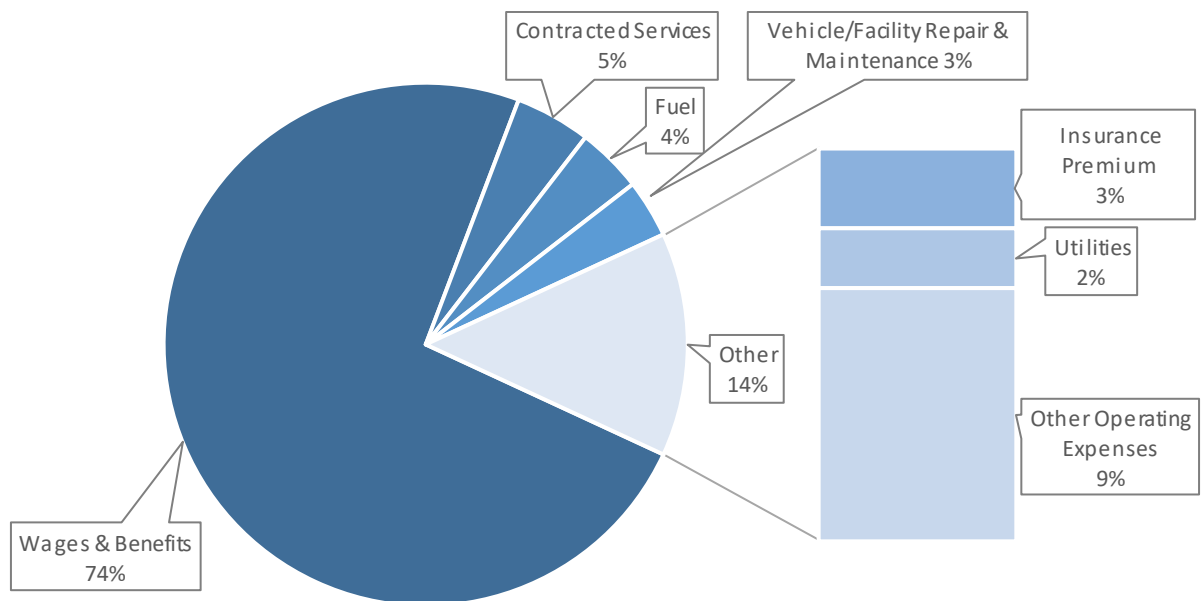
The T-CC provides revenue through leases and providing event space in the gym, conference room, kitchen, and atrium. The revenues generated from the Transit-Community Center typically are 80% from active leases, and the remaining 20% is attributed to event use throughout the year. Event rental income is budgeted at 80% less than recent years based on pandemic impacts. Tenant rental is budgeted with an

increase after renewing all long-term tenants' leases by mid-2021 and applying appropriate CPI or fair market value adjustments to lease agreements.

Operating Expenses

Total operating expense budgeted is projected to decrease from \$7,889,988 in 2020 to \$7,410,931 in 2021; which is roughly a 6% decrease from 2020. The largest operating expense is employee wages and benefits, accounting for 74% of total operating expense, with the second highest expense category being Contracted Services at about 5%.

Expense Source Breakdown



Wages and Benefits

Wages and Benefits are budgeted 12% lower than 2020. The Budgeted Positions and Full-Time Equivalent Table ^[10] outlines the staff changes between 2020 and 2021. As has been previously mentioned several Operations positions were eliminated based on a lack of work. We have budgeted to call back 4 drivers sometime in 2021, needs dependent.

In 2020 the Drivers contract was renegotiated resulting in a significant change to the wage scale. By changing the number of years to reach the top of the scale from 10 years to 7 and placing each driver per their years of service, 77% of drivers will be at the top of the wage schedule by the end of 2021.

Dispatcher/Schedulers chose not to negotiate a new collective bargaining agreement upon the expiration of their existing contract August 31, 2020. This group has been incorporated into the Non-Represented Compensation Philosophy and Salary Matrix.

Details for 2021 non-represented employee compensation can be found on page 11. The proposed GWI and performance compensation elements have been factored in to 2021 budgeted wages and benefits.

Benefits

No changes in benefits are anticipated for 2021. The cost of medical premiums experienced an increase of 4% for 2021. The cost of all other health care benefits stayed the same for 2021.

Labor & Industries Workers Comp rates for 2021 saw a slight decrease for 2021.

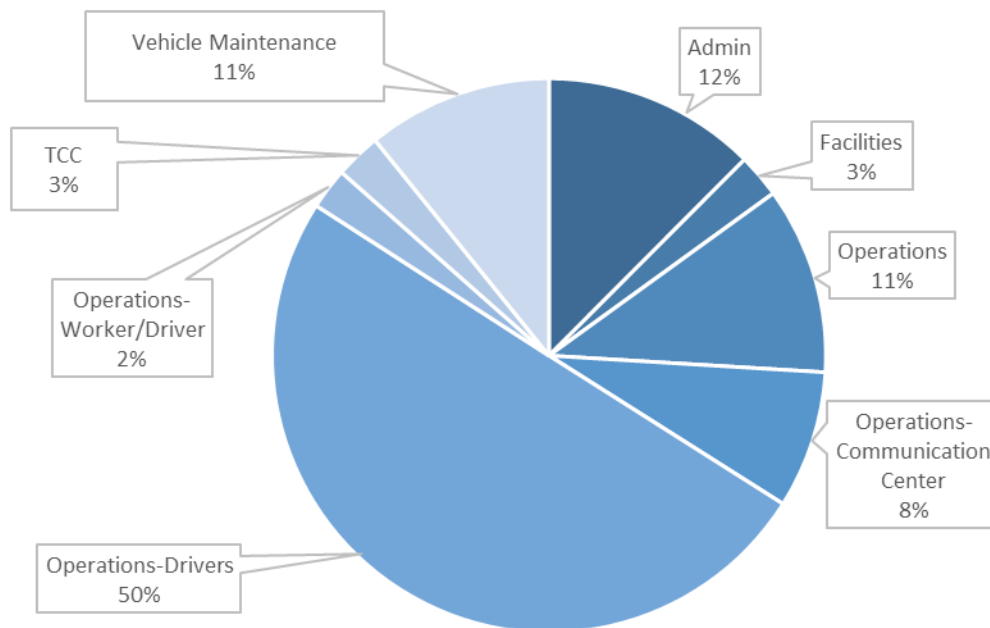
Public Employees' Retirement System (PERS) has posted rates as adopted but deemed unofficial until approved by the 2021 Legislature. The employer portion would drop by 2.72% effective July 1, 2021. Since these rates are not confirmed at this time, the PERS expense has been left at the higher current rates for all of 2021.

Wages and Benefits by Department

The following table below breaks out budgeted FTEs, wages, and benefits for each department for 2021

| Department | FTEs | Wages | Benefits | 2021 Budget Total | 2020 Budget |
|---------------------------------|-------------|------------------|------------------|-------------------|------------------|
| Admin | 8 | 456,738 | 218,500 | 675,238 | 710,231 |
| Admin-Board | | 4,320 | 337 | 4,657 | 4,650 |
| Facilities | 2 | 88,595 | 49,701 | 138,296 | 134,538 |
| Operations | 6.8 | 383,033 | 208,061 | 591,094 | 675,909 |
| Operations-Communication Center | 7 | 293,005 | 140,928 | 433,933 | 560,908 |
| Operations-Drivers | 42 | 1,742,684 | 969,473 | 2,712,157 | 3,216,798 |
| Operations-Worker/Driver | 8 | 103,267 | 26,817 | 130,084 | 126,635 |
| Transit Community Center | 2 | 98,303 | 46,273 | 144,576 | 139,965 |
| Vehicles/Maintenance | 6 | 382,500 | 202,668 | 585,168 | 572,690 |
| Volunteer Driver | | 15,891 | 6,314 | 22,205 | 21,989 |
| Vanpool | | - | - | - | 6,648 |
| Total | 81.8 | 3,568,336 | 1,869,072 | 5,437,408 | 6,170,961 |

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



Budgeted Positions and Full-Time Equivalents

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

| Department | 2020 Budget - Positions | Change | 2021 Budget - Positions | 2020 Budget FTEs | Change | 2021 Budget FTEs |
|---|-------------------------------|--------------|-------------------------------|------------------------|--------------|------------------------|
| Administration | | | | | | |
| General Manager | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| Administrative Services Manager | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| Executive Assistant | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| Accounting Assistant | 2.0 | 0.0 | 2.0 | 2.0 | 0.0 | 2.0 |
| Staff Accountant | 1.0 | -1.0 | 0.0 | 1.0 | -1.0 | 0.0 |
| Accounting Coordinator | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 | 1.0 |
| Systems Administrator ¹ | 1.0 | -1.0 | 0.0 | 1.0 | -1.0 | 0.0 |
| Technical Support Analyst | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| <i>Total Administration</i> | 8.0 | -1.0 | 7.0 | 8.0 | -1.0 | 7.0 |
| Maintenance/Facilities | | | | | | |
| Maintenance Manager | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| Lead Mechanic | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| Service Mechanics | 3.0 | 0.0 | 3.0 | 3.0 | 0.0 | 3.0 |
| Fueler/Detailer | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| Facilities Technician | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| Custodian/Detailer | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| <i>Total Maintenance/Facilities</i> | 8.0 | 0.0 | 8.0 | 8.0 | 0.0 | 8.0 |
| Operations | | | | | | |
| Operations Manager | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| Assistant Operations Manager ² | 1.0 | -1.0 | 0.0 | 1.0 | -1.0 | 0.0 |
| Operations Supervisor ³ | 3.0 | 0.0 | 3.0 | 3.0 | 0.0 | 3.0 |
| Dispatcher/CSR/Lead ³ | 7.0 | -2.0 | 5.0 | 7.0 | -2.0 | 5.0 |
| Drivers ³ | 42.0 | -8.0 | 34.0 | 42.0 | -8.0 | 34.0 |
| Worker/Drivers | 8.0 | 0.0 | 8.0 | 8.0 | 0.0 | 8.0 |
| Outreach/Transit Planner ⁴ | 1.0 | -1.0 | 0.0 | 1.0 | -1.0 | 0.0 |
| <i>Total Operations</i> | 63.0 | -12.0 | 51.0 | 63.0 | -12.0 | 51.0 |
| Transit-Community Center | | | | | | |
| T-CC Assistant/Custodian | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| T-CC Building Superintendent | 1.0 | 0.0 | 1.0 | 1.0 | 0.0 | 1.0 |
| <i>Total Transit-Community Center</i> | 2.0 | 0.0 | 2.0 | 2.0 | 0.0 | 2.0 |
| TOTAL | 81.0 | -13.0 | 68.0 | 81.0 | -13.0 | 68.0 |

FTE Notes

1. The Systems Administrator FTE is eliminated after a recent vacancy. The cost of this FTE has been reallocated to Contract Services to fund a third-party support arrangement.
2. The Operations Department has experienced a staffing reorganization based on service level needs contributing to a reduction from 63 FTE's in 2020 to 51 in 2020; made up of two Dispatchers, one Operations Supervisor a reduction of 8 Drivers from 2020.
3. The Outreach/Transit Planner position will not be filled with some tasks internalized and supplemented by the outsourced advertising/public relations firm.
4. Of the 34 budgeted Driver FTE positions, four are currently separated but with recall rights. These four drivers are budgeted to accommodate for a hopeful return of service demand.

2021 Non-Represented Compensation

The Compensation Philosophy & Plan was initially Board adopted in April 2017 and amended in November 2018. The plan outlines the basis for budgeting General Wage Increases (GWI) for non-represented employees annually and outlines how performance is to be measured to qualify for additional compensation. The Compensation Plan states that an annual review will take place. The following considerations have been reviewed by Board Finance and HR Committee members and included in the 2021 Wage and Benefit Budget: 2021 GWI of 2.25%. The plan includes language that places a GWI cap each year of 2.25%, based on the consumer price index performance (CPI). CPI was 2.03% based on the twelve-month average as of August 2020. The wage budget proposes the max 2.25% for 2021 to catch wages up from the year before when CPI was 2.67% but 2020 increases were capped at 2.25%. The proposed 2.25% GWI would apply to all non-represented employees including Worker Drivers and Managers.

Managers to receive one additional personal day for a total of five personal days. The compensation plan states employees receive 2 personal days and that managers receive two additional days. The proposed additional personal day for 2021 is a gesture to compensate Managers for the long hours spent navigating the impacts of the pandemic.

Performance compensation typically considered each April 1st would be made available effective January 1, 2021. Employees who qualify for a performance increase have carried a heavy burden this past year in ensuring MTA's safe, high quality service even while navigating difficult obstacles. Pushing this increase forward by three months has been budgeted.

The General Manager's compensation is set to mirror that of the other managers; 2.25% GWI plus a 1.50% performance increase, along with the five personal days.

Of note, the Dispatch team is no longer part of a collective bargaining unit and now considered non-represented. The position of Dispatch/Scheduler has been added to the Salary Matrix, Grade 3 and will receive the same compensation and performance increases as other non-represented staff.

CAPITAL BUDGET

| Mason Transit Authority 2021 Capital Budget | | | | | | |
|--|----------------------|---------------------|---------------------|------------------------|-----------------------|--|
| 2021 CAPITAL PROJECT BUDGET | | | | | | |
| Project | Budget | Grants | MTA Funding | Contingent Projects | Project Costs to Date | Purpose |
| Park & Ride Development - 2015-2023 | 8,397,571 | 7,335,000 | 1,062,571 | | 4,474,512 | Construct or improve 5 park & rides throughout county including base in North Mason and roundabout at SR3 & Log yard road. |
| Radich building roof repair | 40,000 | 40,000 | | | | Project will be funded in 2021 by Sales Tax Equalization allocation. |
| Radich Building improvements | 100,000 | | | 100,000 | | Will seek grant or sales tax equalization funds to upgrade wiring and other improvements to the Radich Building. |
| Scissor lift for T-CC | 17,300 | 17,300 | | | | Project will be funded in 2021 by Sales Tax Equalization allocation. |
| Utility Trailer | 5,000 | | 5,000 | | | For maintenance |
| HVAC Units at JP | 50,000 | | | 50,000 | | |
| IT Equipment | 50,000 | | 50,000 | | | New IT switches |
| Phone System | 75,000 | | 75,000 | | | Estimate. Still waiting for actual budget for new phone system. |
| TCC Customer Service Office Remodel | 50,000 | | | 50,000 | | Contingent on future sales tax equalization. |
| TCC Generator | 100,000 | | | 100,000 | | Contingent on future sales tax equalization. |
| Fax Machine | 8,000 | | 8,000 | | | Replace outdated analog unsupported technology |
| Admin Office - furniture and fixtures | 20,000 | | 20,000 | | | 4 workstations admin staff at TCC |
| Admin Office | 55,000 | | 55,000 | | | Build walls for offices in admin area at T-CC |
| TOTAL CAPITAL PROJECTS | \$ 8,967,871 | \$ 7,392,300 | \$ 1,275,571 | \$ 300,000 | \$ 4,474,512 | |
| VEHICLE REPLACEMENT | | | | | | |
| Vehicle | Budget | Grants | MTA Funding | Contingent Replacement | | Purpose |
| 2 35' Coaches | 1,033,052 | 468,636 | 564,416 | | | Replacement inventory. |
| 1 35' Coach; 6 Cutaways | 1,269,526 | | 317,381 | 952,145 | | Contingent on grant application being awarded. |
| Mini Cutaway | 96,650 | 96,650 | | | | Expansion vehicle; funded through Sales Tax Equalization. |
| TOTAL VEHICLE REPLACEMENT | \$ 2,399,228 | \$ 565,286 | \$ 881,797 | \$ 952,145 | \$ - | |
| PROPOSED 2021 CAPITAL PROJECTS | | | | | | |
| | \$ 11,367,099 | \$ 7,957,586 | \$ 2,157,368 | \$ 1,252,145 | \$ 4,474,512 | |

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

Disadvantaged Business Enterprise (DBE) Goal

As a recipient of Federal Transit funds subject to the requirements of 49 CFR Part 26, MTA commits to making good faith efforts through solicitation and notice to bid for any DBE Certified Contractors that would fit the scope of work that MTA may contract for. MTA maintains a DBE goal of 1% purchases financed with FTA assistance.

State of Good Repair

The State of Good repair is a measurement used to determine in what condition an agency's fleet is in. Our current goal is to have our fleet be at 80% state of good repair. Once the vehicles budgeted for above are received, our fleet will be in the following condition: Cutaways – 72%, Fixed Route – 100%, Worker Driver – 100%, Medium Duty – 100%. The condition of our fleet continues to improve and will continue to do so as we continue budgeting for replacement vehicles.

Transit – Community Center

2021 Proposed T-CC Operating Budget

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

| | 2020 Budget | | | 2021 Budget | | | | |
|---|-----------------|-----------------|------------------|------------------|-----------------|------------------|---|------|
| | TCC | Ops | Total | TCC | Ops | Total | | |
| Revenue | | | | | | | | |
| T-CC Rental | 125,630 | - | 125,630 | 116,687 | - | 116,687 | 1 | -7% |
| Expenses | | | | | | | | |
| Wages and Benefits | 132,383 | - | 132,383 | 145,104 | - | 145,104 | 2 | 10% |
| Contracted Services | 9,315 | 1,885 | 11,200 | 9,400 | 1,500 | 10,900 | | -3% |
| Repair & Maintenance | 10,500 | 4,000 | 14,500 | 32,982 | 11,970 | 44,952 | 3 | 210% |
| Insurance | 15,673 | - | 15,673 | 16,128 | - | 16,128 | | 3% |
| Utilities | 35,120 | 13,250 | 48,370 | 35,500 | 16,000 | 51,500 | | 6% |
| Supplies & Small Equipment | 11,400 | 2,895 | 14,295 | 21,188 | 10,062 | 31,250 | 4 | 119% |
| Training & Meetings | 450 | - | 450 | 1,100 | - | 1,100 | 5 | 144% |
| Other Operating Expenses | 3,400 | - | 3,400 | 3,232 | - | 3,232 | | -5% |
| Total Operating Expenses | 218,241 | 22,030 | 240,271 | 264,634 | 39,532 | 304,166 | | 27% |
| Net Income (Deficit) from Operations | (92,611) | (22,030) | (114,641) | (147,947) | (39,532) | (187,479) | | |

T-CC Budget Notes

1. T-CC Rental reflects event and tenant rental income. Event rental income is budgeted with a substantial reduction for 2021. T-CC tenant rental income is also impacted by MTA Administration Services moving into previously rented space.
2. Wages and Benefits is adjusted to provide a wage disparity adjustment to the T-CC Assistant/Custodian position along with gross wage increases per the Non-Rep Compensation Plan.
3. Repair and Maintenance includes increases for fire extinguisher replacements throughout the complex as required, plus estimated costs to maintain the T-CC complex as it ages.
4. Supplies & Small Equipment is budgeted with an increase to account for additional cleaning/sanitation and safety supplies needed in 2021 and a retrofit of the basement area in the Armory.
5. Training & Meetings expense is increased to provide for training needed once the scissor lift is received in 2021.

RESOLUTION NO. 2020-42

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ADOPTING A BUDGET FOR THE MASON COUNTY PUBLIC
TRANSPORTATION BENEFIT AREA FOR THE CALENDAR YEAR
BEGINNING JANUARY 1, 2021.**

WHEREAS, the Mason County Public Transportation Benefit Area dba Mason Transit Authority (MTA) has prepared a budget for the 2021 calendar year; and

WHEREAS, the governing authority of Mason County Public Transportation Benefit Area did hold, pursuant to law, two duly advertised public hearings on the preliminary budget; and

WHEREAS, management has recommended the 2021 Budget, which budget also includes a Compensation Plan and Capital Budget, a copy of which is attached hereto and incorporated herein by this reference;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the attached budget for Mason Transit Authority for the year 2021 which also includes the Compensation Plan and Capital Budget therein, is hereby adopted.

Adopted this 15th day of December, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

[Vacant], Authority Member

Kevin Shetty, 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

Summary: Approve surplusizing certain obsolete/abandoned IT/Communications Equipment.

Fiscal Impact:

Reduction to Fixed Assets \$22,100.97

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2020-43 regarding the disposal of the assets as set forth in Exhibit A to that resolution.

RESOLUTION NO. 2020-43

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AUTHORIZING THE DISPOSAL OF SURPLUS EQUIPMENT.**

WHEREAS, the Mason Transit Authority Board has adopted policies to ensure the fair, impartial, responsible and practical disposition of surplus property of MTA and such policies ensure that the public shall receive the greatest value for such items; and

WHEREAS, certain equipment as set forth in Exhibit A attached hereto have been deemed no longer useful; and

WHEREAS, there is value to these items and by the disposal of such assets, MTA will be able to use the funds for other current needs of MTA;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the items identified on Exhibit A attached hereto be deemed surplus and that the items to be sold pursuant to MTA's disposition of surplus property policy.

Adopted this 15th day of December, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

[Vacant], Authority Member

Kevin Shetty, 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

EXHIBIT A

LIST OF ITEMS FOR SURPLUS

| Description | Asset ID | Acquisition Date | Value |
|--|-----------------|------------------|--------------------|
| Fixed Assets | | | |
| HP ProLiant DL360p Base Server, 8 HP 450GB HDD | 52002 | 5/6/2013 | \$3,636.62 |
| Kenwood TK-8180K Mobile Radio | 50001 | 1/15/2010 | \$724.65 |
| Kenwood TK-8180K Mobile Radio | 50002 | 1/15/2020 | \$724.65 |
| Kenwood TK-8180K Mobile Radio | 50003 | 1/15/2020 | \$724.66 |
| Kenwood TK-8180K Mobile Radio | 50004 | 1/15/2020 | \$724.66 |
| Dell PowerEdge VRTX Server | 56031 | 1/22/2014 | \$9,996.00 |
| WatchGuard Router XTM525 UTM | 56032 | 2/4/2014 | \$3,270.38 |
| Dell PowerEdge R410 Server | 56020 | 11/19/2009 | \$2,299.35 |
| General Assets | Serial # | | |
| HP Procurve 4104gl | SG341AD07K | | |
| HP LaserJet 1022n | VNB3T14765 | | |
| HP ProLiant DL385G2 | USE723N977 | | |
| WatchGuard Firebox T10 | DOFA0B050-F56B | | |
| WatchGuard Firebox M200 | 80DE07C68-9293 | | |
| Apple Iphone 5C A1532 16GB | 357990057836703 | | |
| Apple iPhone 6s Plus A1522 16GB | 354455062803893 | | |
| Apple iPad Mini 64 A1432 64GB | DKVKP0A4F195 | | |
| Apple iPad A1395 16GB | DKWGV1GGDFHW | | |
| Apple iPad Pro A1584 128GB | DQTQX251GMLL | | |
| Apple iPad Pro Keyboard A1636 | DQDR1ATUGWTL | | |
| Microsoft Surface 1572 32 GB | 9332435252 | | |
| Droid MAXX | TA4310A1F9 | | |
| Droid MAXX | TA4310A2MA | | |
| Droid MAXX | TA96101S3Q | | |
| HTC Desire 626 HTCD200LVW | HT64SY03894 | | |
| | | | |
| | | | |
| Reduction to Fixed Assets | | | \$22,100.97 |

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 2 – *Actionable*
Subject: Update of Customer Comment/Complaint Policy (POL-505)
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Danette Brannin, General Manager
Date: December 15, 2020

Background:

This policy was last updated in 2017. Extensive edits have been made to this policy and include the following:

- Title changes;
- Updates regarding reasonable accommodations, translation and interpretive services;
- Feedback review process for civil rights feedback, equal employment opportunity and general operations
- Tracking of complaints and retention of those records (see also, the update to the Records Management Policy (POL-206));
- Acknowledgment, appeals process and reporting.

This updated policy has been reviewed by the Operations staff, Policy Review Committee and Legal Counsel.

Summary: Approve the revised Customer Comment/Complaint Policy (POL-505).

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve and adopt Resolution No. 2020-44 that approves the revised Customer Comment/Complaint Policy (POL-505).



Title: Customer Comment/Complaint Policy
Number: 505
Effective: December ~~15, 2020~~^{15, 2019, 2017}
 Cancels: ~~Pol 2000.05 Submitting Comments to MTA~~
~~Resolution No. 2017-42~~
Prepared by: [Mike Ringgenberg, Operations Manager](#)
[Danette Brannin, General Manager](#)
Approved by: Authority Board
Resolution No. 20~~2017-44~~^{2017-44??XX42}

POL-505 Customer Complaint Policy

This policy applies to all Mason Transit Authority (MTA) officers, employees, board members or agents.

1.0 Purpose

The purpose of the Customer Complaint Policy is to establish a policy that ensures ~~riders~~customers of the system have an easy and accessible way to provide feedback to the agency. _Mason Transit Authority is open to hearing any customer feedback including complaints, comments, suggestions, or concerns.

2.0 Policy

Mason Transit Authority shall seek to continuously improve its services by encouraging comments and feedback from riders of Mason Transit Authority services, employees, and members of the community at large. _Mason Transit Authority shall provide a variety of ways to receive input and shall ensure that persons making comments receive an acknowledgement of their comments and a report on the outcomes of any investigations or changes that may result if requested.

Mason Transit Authority shall maintain a comprehensive education and outreach program to ensure that persons with special needs and the general public are aware of the methods by which the comment process can be accessed.

3.0 Contacting MTA

~~Riders~~Customers can contact MTA in the following ways:

- 1. US Mail:** Riders can mail their feedback to the Mason Transit Authority office at ~~790-601 W Franklin~~^{E Johns Prairie Rd}, Shelton, WA 98584. A pre-addressed comment card is available on buses and at the Transit-Community Center.
- 2. Feedback Line:** Riders can contact MTA 360-427-5033 or toll free at 800-374-3747. This line is available 24 hours a day, seven days a week.
- 3. E-mail:** Riders can contact MTA by e-mail at mta@masontransit.org.
- 4. Fax:** Riders can send written feedback by fax to 360-426-1152.
- 5. TTY/TTD Line:** 711 or 800-833-6388.
- 6. Website:** Riders can offer feedback on the MTA Website at www.masontransit.org.



Title: Customer Comment/Complaint Policy
Number: 505
Effective: December ~~15, 2020~~19, 2017
 Cancels: ~~Pol 2000.05 Submitting Comments to MTA~~
~~Resolution No. 2017-42~~
Prepared by: [Mike Ringgenberg, Operations Manager](#)
~~[Danette Brannin, General Manager](#)~~
Approved by: Authority Board
Resolution No. 20~~2017-44~~~~??XX~~42

Customers are welcome to provide feedback using any of the above avenues. However, complaints must be provided in writing. For assistance in providing a complaint in writing, please contact MTA Customer Service.

4.0 Reasonable Accommodations, Translation and Interpretive Services

Reasonable Accommodations, Translation, and Interpretive Services:

Upon request, this policy and MTA’s Comment form can be provided in alternate formats and alternative languages, including Spanish.

With customers who speak a language other than English and Spanish, MTA will utilize the services of ~~a Language Line~~Lionsbridge to facilitate calls. Customers wishing to use the translation service should call our Customer Service Line at 360-427-5033 or toll free at 800-374-3747.

4.05.0 Feedback Review Process

All feedback from customers is valued and will be reviewed by the Operations Manager or designee. After review, the Operations Manager or designee will distribute the customer communication to the appropriate agency representative(s). For names and contact information of the Communication Center Supervisor, Title VI Officer, EEO Officer, Operations Manager and General Manager as mentioned below, see Attachment B of this policy.

Civil Rights Feedback:

Customer feedback or complaints associated with discrimination against persons on the grounds of race, color or national origin will be sent to the agency Title VI Officer. Please see Mason Transit Authority’s Title VI Plan for additional information.

Customer feedback or complaints regarding discrimination on the basis of disability and requests for reasonable accommodations will be sent to the agency ADA Coordinator. Please see Mason Transit Authority’s ADA Policy for additional information.



Title: Customer Comment/Complaint Policy
Number: 505
Effective: December ~~15, 2020~~19, 2017
Cancel: ~~Pol 2000.05 Submitting Comments to MTA~~
~~Resolution No. 2017-42~~
Prepared by: [Mike Ringgenberg, Operations Manager](#)
~~Danette Brannin, General Manager~~
Approved by: Authority Board
Resolution No. 20~~2017-44~~~~??XX~~42

Equal Employment Opportunity Feedback:

Feedback or complaints from Mason Transit Authority employees, applicants or subcontractors associated with discrimination on the basis of race, color, religion, national origin, gender, marital status, family-with-children status, age, disability, veteran/military status or sexual orientation/gender identity will be sent to the agency EEO Officer. Please see Mason Transit Authority's Equal Employment Opportunity Policy for additional information.

General Operations Feedback:

Feedback, recommendations, and complaints associated with Mason Transit Authority services and programs will be sent to the agency Operations Manager. Customer service-based comments or complaints will remain with the Communication Center Supervisor for review and response. Employee commendations will be sent to the appropriate supervisor. Compliments for the agency shall be forwarded to the General Manager or his/her designee.

~~Customer concerns, complaints, or employee commendations will be forwarded to the appropriate supervisor.~~

~~Recommendations for service or system modification will be sent to the Operations Manager Outreach/Transit Planner and Service Review Committee.~~


~~Questions regarding discrimination or bias will be sent to the agency Equal Opportunity Officer.~~

~~All compliments will be entered into the tracking system before being forwarded to supervisor(s) or manager. Compliments regarding individuals shall be forwarded to the employee and his/her supervisor for acknowledgement. Compliments for the agency shall be forwarded to the General Manager or his/her designee.~~

5.06.0 Tracking

Mason Transit Authority shall maintain a tracking system for all comments received which provides a unique identification of each comment and allows ready access to information on the status of the comment at any time.

The comment process, i.e. data entry, assignment, tracking, follow-up, response, reporting, shall be managed by the Operations Manager or designee. Complaint files will be retained in compliance with the Washington State Archives Office's Common Records Schedule and the WSDOT Consolidated Grant Program requirements which requires complaint files to be retained for 6 years after the

| | |
|---|---|
|  | <p>Title: Customer Comment/Complaint Policy</p> <p>Number: 505</p> <p>Effective: December 15, 2020<u>19, 2017</u></p> <p> Cancels: Pol 2000.05 Submitting Comments to MTA <u>Resolution No. 2017-42</u></p> <p>Prepared by: <u>Mike Ringgenberg, Operations Manager</u> <u>Danette Brannin, General Manager</u></p> <p>Approved by: Authority Board Resolution No. 202017-44<u>2017-44</u>??XX<u>42</u></p> |
|---|---|

end of the project. Complaint files will include: the date of the complaint, summary of allegations, status of complaint, and actions taken by MTA.

6.07.0 Investigation and Follow-up

Complaints or concerns shall be assigned by the Operations Manager or designee to an appropriate Mason Transit Authority employee for investigation and follow-up. Comments and/or suggestions about MTA services will be assigned to staff responsible for service development or another appropriate department for investigation and follow-up.

7.08.0 Feedback Acknowledgement

~~Anyone who submits a comment, complaint, or service suggestion to MTA shall receive a response provided they give legible contact information. All comments, complaints or service suggestions to MTA shall receive a response, as long as legible contact information is provided.~~


- Feedback sent via mail or fax will receive with an initial response within seven (7) business days.
- E-mail, phone, or web originated messages will be returned with 72 hours.

Should the period of time needed for response exceed the above time, the person making the comment shall be advised of the status within the time frame, in addition to receiving a final response.

8.09.0 Customer Appeals Process

Any person who is dissatisfied with the response they receive from MTA is welcome to appeal the decision by contacting the General Manager or Operations ManagerOutreach/Transit Planner.

Step 1: A review team consisting of the General Manager, Operations Manager, ~~a Mason County Transportation Advisory Board (MCTAB)~~the Citizen Advisor to the Board representative and one other staff member will review customer complaint appeals.

| | | |
|---|---|--|
|  | Title: | Customer Comment/Complaint Policy |
| | Number: | 505 |
| | Effective: | December 15, 2020 ^{15, 2019, 2017} |
| | Cancels: | Pol 2000.05 Submitting Comments to MTA Resolution No. 2017-42 |
| | Prepared by: | Mike Ringgenberg, Operations Manager Danette Brannin, General Manager |
| Approved by: | Authority Board Resolution No. 20 2017-44 ²⁰¹⁷⁻⁴⁴ ??XX 42 | |

Step 2, if necessary: In case of complainants not being satisfied with the outcome or process of how their complaint has been handled, they have the right to file a complaint with one of the following organizations:

| | | |
|---|--|---|
| <u>Washington State Department of Transportation</u> <u>Public Transportation Division</u> <u>Attn: ADA & Title VI Coordinator</u> <u>PO Box 47387</u> <u>Olympia, WA 98504-7387</u> <u>transit@wsdot.wa.gov</u> | <u>Federal Transit Administration</u> <u>Office of Civil Rights</u> <u>Attn: Complaint Team</u> <u>East Building, 5th Floor – TCR</u> <u>1200 New Jersey Avenue, SE</u> <u>Washington, DC 20590</u> <u>FTACivilRights</u> <u>Communications@dot.gov</u> | <u>U.S. Department of Justice</u> <u>Civil Rights Division</u> <u>Attn: Coordination and Review Section - NWB</u> <u>950 Pennsylvania Ave</u> <u>NW Washington, DC</u> <u>20530-0001</u> |
|---|--|---|

9.010.0 **Information About Policy**

Information about the Customer Complaint Policy, including how to submit a complaint, will be made available to ~~riders~~customers:

- On comment cards available on all transportation vehicles
- At the T-CC and Johns Prairie Facilities
- Letters to Dial-a-Ride users upon initial registration
- In Schedules and Guides
- On Mason Transit Authority website
- Presentations to community organizations and groups

Requests for this policy to be provided in an accessible format or alternative language may be sent to the Communication Center Supervisor at 360-427-5033 or at mta@masontransit.org.

10.011.0 **Reporting**



| | |
|---------------------|---|
| Title: | Customer Comment/Complaint Policy |
| Number: | 505 |
| Effective: | December 15, 2020 19, 2017 |
| Cancels: | Pol 2000.05 Submitting Comments to MTA Resolution No. 2017-42 |
| Prepared by: | Mike Ringgenberg, Operations Manager Danette Brannin, General Manager |
| Approved by: | Authority Board Resolution No. 20 2017-44 17-44 ??XX 42 |

~~Annually, Mason Transit Authority's General Manager shall compile an anonymized summary of customer comments and complaints and share it with the Mason Transit Board, staff, and employees for use in reviewing and evaluating service. A summary of the status of all comments shall be provided to the Board, staff and employees on a periodic basis for use in reviewing and evaluating service and planning.~~

11.012.0 Protection from Retribution/Non-Discrimination

Mason Transit Authority shall ensure that the quality of service delivered to persons submitting comments to the agency will not, in any way, be negatively impacted by that submission. Customers of MTA should be able to submit feedback without fear of retribution from the agency. If a rider feels like they are being treated unfairly in response to the feedback that they provided, they should contact the [Operations Manager](#) ~~MTA Outreach/Transit Planner~~ or General Manager. MTA will appropriately discipline any employee that retaliates against a customer.



Title: Customer Comment/Complaint Policy
Number: 505
Effective: December ~~15, 2020~~^{19, 2017}
 Cancels: ~~Pol 2000.05 Submitting Comments to MTA~~
~~Resolution No. 2017-42~~
Prepared by: [Mike Ringgenberg, Operations Manager](#)
[Danette Brannin, General Manager](#)
Approved by: Authority Board
Resolution No. 20~~2017-44~~²⁰¹⁷⁻⁴⁴~~??XX~~42

Comment Form

MTA is committed to providing safe and reliable transportation services and want feedback from our customers. The below form is used for suggestions, compliments and complaints. Customers may also call MTA at 360-427-5033, visit our Customer Service Office at 601 West Franklin St, Shelton, WA 98584, or contact us by email at mta@masontransit.org or U.S postal mail at the 601 West Franklin St, Shelton, WA 98584. In order to receive a response from MTA, customers must provide contact information in Section II of the form.



Title: Customer Comment/Complaint Policy
Number: 505
Effective: December ~~15, 2020~~ 15, 2019, 2017
Cancel: ~~Pol 2000.05 Submitting Comments to MTA Resolution No. 2017-42~~
Prepared by: Mike Ringgenberg, Operations Manager
Danette Brannin, General Manager
Approved by: Authority Board
 Resolution No. ~~2017-44~~ 2017-44??XX42

| | | | | |
|--|--------------------------------------|------------------------------------|--|--------------------------------|
| SECTION I: TYPE OF COMMENT (Choose One) | | | | |
| Compliment <input type="checkbox"/> | Suggestion <input type="checkbox"/> | Complaint <input type="checkbox"/> | Other: <input type="checkbox"/> | ADA Related? Y / N |
| SECTION II: CONTACT INFORMATION | | | | |
| Name: | | | | |
| Street Address: | | | | |
| City, State, Zip code: | | | | |
| Phone: | | | Email: | |
| Accessible Format Requirements: | Large Print <input type="checkbox"/> | TDD/Relay <input type="checkbox"/> | Audio Recording <input type="checkbox"/> | Other <input type="checkbox"/> |
| SECTION III: COMMENT DETAILS | | | | |
| Transit Service (Choose One: Fixed Route, Dial-a-Ride) | | | | |
| Date of Occurrence: | | Time of Occurrence: | | |
| Name/ID of Employee(s) or Others Involved: | | | | |
| Vehicle ID/Route Name or Number: | | | | |
| Location of Incident: | | | | |
| Mobility Aid Used (if any): | | | | |
| If above information is unknown, please provide other descriptive information to help identify the employee: | | | | |
| Description of Incident or Message: | | | | |
| SECTION IV: FOLLOW UP | | | | |
| May we contact you if we need more details or information? | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| What is the best way to reach you? (Choose One) | Phone <input type="checkbox"/> | Email <input type="checkbox"/> | Mail <input type="checkbox"/> | |
| If a phone call is preferred, what is the best day and time to reach you? | | | | |
| SECTION V: DESIRED RESPONSE (Choose One) | | | | |
| - Email response <input type="checkbox"/> | | | | |
| - Telephone response <input type="checkbox"/> | | | | |
| - Response by U.S. Postal Mail <input type="checkbox"/> | | | | |
| <i>The content of this comment card is subject to the Washington State Public Records Act, which may result in monitoring, archiving, as well as disclosure to third parties upon request.</i> | | | | |

Staff Contact List for Complaints

General Manager: _____

Danette Brannin 360-432-5750

Operations Manager/ADA Compliance/Title VI: _____

Mike Ringgenberg 360-432-5733



Title: Customer Comment/Complaint Policy
Number: 505
Effective: December ~~15, 2020~~19, 2017
Cancels: ~~Pol 2000.05 Submitting Comments to MTA~~
~~Resolution No. 2017-42~~
Prepared by: [Mike Ringgenberg, Operations Manager](#)
[Danette Brannin, General Manager](#)
Approved by: Authority Board
Resolution No. 20~~2017-44~~~~??XX~~42

EEO Officer:

LeeAnn McNulty 360-432-5738

Communication Center

Supervisor:

Jason Rowe 360-432-5735

RESOLUTION NO. 2020-44

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ADOPTING A REVISED CUSTOMER COMMENT/COMPLAINT POLICY
(POL-505) AND SUPERSEDING AND REPLACING IN FULL ANY
PREVIOUSLY ADOPTED OR APPROVED CUSTOMER
COMMENT/COMPLAINT POLICY, INCLUDING RESCINDING
RESOLUTION NO. 2017-42.**

WHEREAS, the Customer Comment/Complaint Policy (POL-505) was most recently updated in 2019; and

WHEREAS, extensive updates were made relating to reasonable accommodations, translation, interpretive services, feedback review and tracking of complaints and retention of those records, as well as acknowledgment, appeals process and recording;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the revised Customer Comment/Complaint Policy (POL-505) which is attached hereto and incorporated herein, be established and adopted; and

BE IT FURTHER RESOLVED that this Mason Transit Authority Customer Comment/Complaint Policy (POL-505) shall supersede and replace in full any previously adopted or approved Mason Transit Authority Customer Comment/Complaint Policy, including rescinding Resolution No. 2017-42.

Adopted this 15th day of December, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

[Vacant], 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



| | |
|---------------------|---|
| Title: | Customer Comment/Complaint Policy |
| Number: | 505 |
| Effective: | December 15, 2020 |
| Cancel: | Resolution No. 2017-42 |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2020-44 |

POL-505 Customer Complaint Policy

This policy applies to all Mason Transit Authority (MTA) officers, employees, board members or agents.

1.0 Purpose

The purpose of the Customer Complaint Policy is to establish a policy that ensures customers of the system have an easy and accessible way to provide feedback to the agency. Mason Transit Authority is open to hearing any customer feedback including complaints, comments, suggestions, or concerns.

2.0 Policy

Mason Transit Authority shall seek to continuously improve its services by encouraging comments and feedback from riders of Mason Transit Authority services, employees, and members of the community at large. Mason Transit Authority shall provide a variety of ways to receive input and shall ensure that persons making comments receive an acknowledgement of their comments and a report on the outcomes of any investigations or changes that may result if requested.

Mason Transit Authority shall maintain a comprehensive education and outreach program to ensure that persons with special needs and the general public are aware of the methods by which the comment process can be accessed.

3.0 Contacting MTA

Customers can contact MTA in the following ways:

- 1. US Mail:** Riders can mail their feedback to the Mason Transit Authority office at 601 W Franklin, Shelton, WA 98584. A pre-addressed comment card is available on buses and at the Transit-Community Center.
- 2. Feedback Line:** Riders can contact MTA 360-427-5033 or toll free at 800-374-3747. This line is available 24 hours a day, seven days a week.
- 3. E-mail:** Riders can contact MTA by e-mail at mta@masontransit.org.
- 4. Fax:** Riders can send written feedback by fax to 360-426-1152.
- 5. TTY/TTD Line:** 711 or 800-833-6388.
- 6. Website:** Riders can offer feedback on the MTA Website at www.masontransit.org.



| | |
|---------------------|---|
| Title: | Customer Comment/Complaint Policy |
| Number: | 505 |
| Effective: | December 15, 2020 |
| Cancels: | Resolution No. 2017-42 |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2020-44 |

Customers are welcome to provide feedback using any of the above avenues. However, complaints must be provided in writing. For assistance in providing a complaint in writing, please contact MTA Customer Service.

4.0 Reasonable Accommodations, Translation and Interpretive Services

Upon request, this policy and MTA’s Comment form can be provided in alternate formats and alternative languages, including Spanish.

With customers who speak a language other than English and Spanish, MTA will utilize the services of Lionsbridge to facilitate calls. Customers wishing to use the translation service should call our Customer Service Line at 360-427-5033 or toll free at 800-374-3747.

5.0 Feedback Review Process

All feedback from customers is valued and will be reviewed by the Operations Manager or designee. After review, the Operations Manager or designee will distribute the customer communication to the appropriate agency representative(s). For names and contact information of the Communication Center Supervisor, Title VI Officer, EEO Officer, Operations Manager and General Manager as mentioned below, see Attachment B of this policy.


Civil Rights Feedback:

Customer feedback or complaints associated with discrimination against persons on the grounds of race, color or national origin will be sent to the agency Title VI Officer. Please see Mason Transit Authority’s Title VI Plan for additional information.

Customer feedback or complaints regarding discrimination on the basis of disability and requests for reasonable accommodations will be sent to the agency ADA Coordinator. Please see Mason Transit Authority’s ADA Policy for additional information.

Equal Employment Opportunity Feedback:

Feedback or complaints from Mason Transit Authority employees, applicants or subcontractors associated with discrimination on the basis of race, color, religion, national origin, gender, marital status, family-with-children status, age, disability, veteran/military status or sexual orientation/gender identity will be

| | |
|---|---|
|  | <p>Title: Customer Comment/Complaint Policy</p> <p>Number: 505</p> <p>Effective: December 15, 2020</p> <p>Cancels: Resolution No. 2017-42</p> <p>Prepared by: Mike Ringgenberg, Operations Manager</p> <p>Approved by: Authority Board Resolution No. 2020-44</p> |
|---|---|

sent to the agency EEO Officer. Please see Mason Transit Authority’s Equal Employment Opportunity Policy for additional information.

General Operations Feedback:

Feedback, recommendations, and complaints associated with Mason Transit Authority services and programs will be sent to the agency Operations Manager. Customer service-based comments or complaints will remain with the Communication Center Supervisor for review and response. Employee commendations will be sent to the appropriate supervisor. Compliments for the agency shall be forwarded to the General Manager.

6.0 Tracking

Mason Transit Authority shall maintain a tracking system for all comments received which provides a unique identification of each comment and allows ready access to information on the status of the comment at any time.

The comment process, i.e. data entry, assignment, tracking, follow-up, response, reporting, shall be managed by the Operations Manager or designee. Complaint files will be retained in compliance with the Washington State Archives Office’s Common Records Schedule and the WSDOT Consolidated Grant Program requirements which requires complaint files to be retained for 6 years after the end of the project. Complaint files will include: the date of the complaint, summary of allegations, status of complaint, and actions taken by MTA.


7.0 Investigation and Follow-up

Complaints or concerns shall be assigned by the Operations Manager or designee to an appropriate Mason Transit Authority employee for investigation and follow-up. Comments and/or suggestions about MTA services will be assigned to staff responsible for service development or another appropriate department for investigation and follow-up.

8.0 Feedback Acknowledgement

All comments, complaints or service suggestions to MTA shall receive a response, as long as legible contact information is provided.

- Feedback sent via mail or fax will receive with an initial response within seven (7) business days.
- E-mail, phone, or web originated messages will be returned with 72 hours.

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|---|---|
|  | <p>Title: Customer Comment/Complaint Policy Number: 505 Effective: December 15, 2020 Cancel: Resolution No. 2017-42 Prepared by: Mike Ringgenberg, Operations Manager Approved by: Authority Board Resolution No. 2020-44</p> |
|---|---|

Should the period of time needed for response exceed the above time, the person making the comment shall be advised of the status within the time frame, in addition to receiving a final response.

9.0 Customer Appeals Process

Any person who is dissatisfied with the response they receive from MTA is welcome to appeal the decision by contacting the General Manager or Operations Manager.

Step 1: A review team consisting of the General Manager, Operations Manager, the Citizen Advisor to the Board and one other staff member will review customer complaint appeals.

Step 2, if necessary: In case of complainants not being satisfied with the outcome or process of how their complaint has been handled, they have the right to file a complaint with one of the following organizations:

| | | |
|---|--|---|
| <p>Washington State Department of Transportation Public Transportation Division Attn: ADA & Title VI Coordinator PO Box 47387 Olympia, WA 98504-7387 transit@wsdot.wa.gov</p> | <p>Federal Transit Administration Office of Civil Rights Attn: Complaint Team East Building, 5th Floor – TCR 1200 New Jersey Avenue, SE Washington, DC 20590 FTACivilRightsCommunications@dot.gov</p> | <p>U.S. Department of Justice Civil Rights Division Attn: Coordination and Review Section - NWB 950 Pennsylvania Ave NW Washington, DC 20530-0001</p> |
|---|--|---|

10.0 Information About Policy

Information about the Customer Complaint Policy, including how to submit a complaint, will be made available to customers:

- On comment cards available on all transportation vehicles
- At the T-CC and Johns Prairie Facilities
- Letters to Dial-a-Ride users upon initial registration
- In Schedules and Guides
- On Mason Transit Authority website
- Presentations to community organizations and groups



| | |
|---------------------|---|
| Title: | Customer Comment/Complaint Policy |
| Number: | 505 |
| Effective: | December 15, 2020 |
| Cancels: | Resolution No. 2017-42 |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2020-44 |

Requests for this policy to be provided in an accessible format or alternative language may be sent to the Communication Center Supervisor at 360-427-5033 or at mta@masontransit.org.

11.0 Reporting

Annually, Mason Transit Authority's General Manager shall compile an anonymized summary of customer comments and complaints and share it with the Mason Transit Board, staff, and employees for use in reviewing and evaluating service.

12.0 Protection from Retribution/Non-Discrimination

Mason Transit Authority shall ensure that the quality of service delivered to persons submitting comments to the agency will not, in any way, be negatively impacted by that submission. Customers of MTA should be able to submit feedback without fear of retribution from the agency. If a rider feels like they are being treated unfairly in response to the feedback that they provided, they should contact the Operations Manager or General Manager. MTA will appropriately discipline any employee that retaliates against a customer.



Title: Customer Comment/Complaint Policy
Number: 505
Effective: December 15, 2020
Cancel: Resolution No. 2017-42
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
 Resolution No. 2020-44

Comment Form

MTA is committed to providing safe and reliable transportation services and want feedback from our customers. The below form is used for suggestions, compliments and complaints. Customers may also call MTA at 360-427-5033, visit our Customer Service Office at 601 West Franklin St, Shelton, WA 98584, or contact us by email at mta@masontransit.org or U.S postal mail at the 601 West Franklin St, Shelton, WA 98584. In order to receive a response from MTA, customers must provide contact information in Section II of the form.

| | | | | |
|--|-----------------|---------------------|-----------------|--------------------|
| SECTION I: TYPE OF COMMENT (Choose One) | | | | |
| Compliment___ | Suggestion_____ | Complaint_____ | Other:___ | ADA Related? Y / N |
| SECTION II: CONTACT INFORMATION | | | | |
| Name: | | | | |
| Street Address: | | | | |
| City, State, Zip code: | | | | |
| Phone: | | Email: | | |
| Accessible Format Requirements: | Large Print | TDD/Relay | Audio Recording | Other___ |
| SECTION III: COMMENT DETAILS | | | | |
| Transit Service (Choose One: Fixed Route, Dial-a-Ride) | | | | |
| Date of Occurrence: | | Time of Occurrence: | | |
| Name/ID of Employee(s) or Others Involved: | | | | |
| Vehicle ID/Route Name or Number: | | | | |
| Location of Incident: | | | | |
| Mobility Aid Used (if any): | | | | |
| If above information is unknown, please provide other descriptive information to help identify the employee: | | | | |
| Description of Incident or Message: | | | | |
| SECTION IV: FOLLOW UP | | | | |
| May we contact you if we need more details or information? | | Yes | No | |
| What is the best way to reach you? (Choose One) | Phone | Email | Mail | |
| If a phone call is preferred, what is the best day and time to reach you? | | | | |
| SECTION V: DESIRED RESPONSE (Choose One) | | | | |
| - Email response | | | | |
| - Telephone response | | | | |
| - Response by U.S. Postal Mail | | | | |
| <i>The content of this comment card is subject to the Washington State Public Records Act, which may result in monitoring, archiving, as well as disclosure to third parties upon request.</i> | | | | |



| | |
|---------------------|---|
| Title: | Customer Comment/Complaint Policy |
| Number: | 505 |
| Effective: | December 15, 2020 |
| Cancels: | Resolution No. 2017-42 |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2020-44 |

Staff Contact List for Complaints

| | | |
|--|------------------|--------------|
| General Manager: | Danette Brannin | 360-432-5750 |
| Operations Manager/ADA Compliance/Title VI: | Mike Ringgenberg | 360-432-5733 |
| EEO Officer: | LeeAnn McNulty | 360-432-5738 |
| Communication Center Supervisor: | Jason Rowe | 360-432-5735 |

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 3 – *Actionable*
Subject: Equal Employment Opportunity Policy (POL-307)
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: December 15, 2020

Background:

This policy was last updated in 2017. Extensive edits have been made to this policy in Section 2.0 to expand upon the following:

1. MTA's commitment to its employees and the community it serves, as well as undertaking and developing a written nondiscrimination program which is a part of the policy;
2. How the policy applies to all employment actions during recruitment and hiring processes;
3. Reasonable accommodations;
4. Responsibilities and accountability; and
5. The addition of the EEO Program as part of the policy.

This updated policy has been reviewed by the Operations staff, WSDOT, Policy Review Committee and Legal Counsel.

Summary: Approve the revised Equal Employment Opportunity Policy (POL-307).

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve and adopt Resolution No. 2020-45 that approves the revised Equal Employment Opportunity Policy (POL-307).



Title: Equal Employment Opportunity Policy
Number: 307
Effective: ~~July August December 15 18~~ January 1, 2020
2017
 Cancels: ~~N/A~~ Resolution No. 2017-16
Prepared by: ~~Danette Brannin, General Manager~~ LeeAnn McNulty, Administrative Services
~~Manager~~ Danette Brannin, General Manager
Approved by: Authority Board
Resolution No. ~~201720210-XX4516~~

POL-307 EQUAL EMPLOYMENT OPPORTUNITY POLICY

This policy applies to all Mason Transit Authority (MTA) employees, Authority Board, Advisory Board or agents.

1.0 Purpose

The purpose of this policy is to ensure equal employment opportunities are non-discriminatory and comply with all applicable laws.

2.0 Policy

MTA has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), age, genetic information, disability, veteran status, or other protected class.

MTA'S Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation.

All applicants and employees have the right to file complaints alleging discrimination. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.

MTA is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

MTA's General Manager, Danette Brannin, maintains overall responsibility and accountability for MTA's compliance with its EEO Policy and Program. To ensure day-to-day management, including program preparation, monitoring, and complaint investigation, LeeAnn McNulty, Administrative Services Manager, has been appointed as MTA's EEO Officer. The Administrative Services Manager will report directly to the

See Also: (POL-206); Harassment Prevention Policy (POL-308); EEO Program; and Employee Handbook
Page 1 of 3



Title: Equal Employment Opportunity Policy
Number: 307
Effective: ~~July August December 15 18~~ January 1, 2020
Cancel: ~~N/A~~ Resolution No. 2017-16
Prepared by: ~~Danette Brannin, General Manager~~ LeeAnn McNulty, Administrative Services ~~Danette Brannin, General Manager~~
Approved by: Authority Board
Resolution No. ~~2017~~ 20210-XX4516

General Manager and acts with authority with all levels of management, labor unions and employees. The EEO Officer can be contacted by phone at (360) 432-5738 or by email at lmcnulty@masontransit.org.

All MTA executives, management and supervisory personnel share in the responsibility for implementing and monitoring MTA's EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. MTA will evaluate its managers' and supervisors' performance on their successful implementation of MTA's policies and procedures, in the same way MTA assesses their performance regarding other agency's goals.

MTA is committed to undertaking and developing a written nondiscrimination program that sets forth the policies, practices and procedures, with goals and timetables, to which the agency is committed and make the EEO program available for inspection by any employee or applicant for employment upon request.

~~MTA is committed to providing a non-discriminatory employment environment for its employees. The policy of MTA is to fully comply with applicable federal, state and local laws, rules and regulations in the area of non-discrimination in employment.~~

~~Discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years or older), military and veteran status is prohibited. Equal employment opportunity and non-discriminatory commitments include, but are not limited to, the areas of hiring, promotion, demotion or transfer, recruitment, discipline, layoff or termination, rate of compensation and company sponsored training.~~

The policy includes all aspects of the Equal Employment Opportunity and Affirmative Action Program attached herein.

3.0 Discipline of Prohibited Acts

~~Violations of this policy will be subject to discipline, up to and including termination.~~



Title: Equal Employment Opportunity Policy
Number: 307
Effective: ~~July August December 15~~ January 1, 2021
 Cancels: ~~N/A~~ Resolution No. 2017-16
Prepared by: ~~Danette Brannin, General Manager~~ LeeAnn McNulty, Administrative Services ~~Danette Brannin, General Manager~~
Approved by: Authority Board
Resolution No. ~~2017~~ 2021 ~~0-XX4516~~

~~Equal employment opportunity and non-discriminatory commitments include, but are not limited to, the areas of hiring, promotion, demotion or transfer, recruitment, discipline, layoff or termination, rate of compensation and company sponsored training.~~

All employees are expected to comply with this Equal Employment Opportunity Policy.

Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting the equal employment opportunity objectives.

MTA prohibits unlawful harassment of its employees, applicants, or independent contractors in any form. ~~(Please see MTA's Harassment Prevention policy.)~~

~~Additionally, MTA prohibits unlawful harassment of its employees or applicants in any form. Please see MTA's Harassment Prevention Policy.~~

Violations of this policy will be subject to discipline, up to and including termination.

4.0 Reporting

Any employee who believes he or she has been discriminated against must immediately report any incident to MTA's designated EEO Officer. MTA will not tolerate retaliation against any employee who reports acts of discrimination or provides information in connection with any such complaint. ~~if you have any questions regarding this policy, please contact LeeAnn McNulty, EEO Officer at 360-426-9434 ext. 138.~~

~~Additionally, MTA prohibits unlawful harassment of its employees or applicants in any form. Please see MTA's Harassment Prevention Policy.~~



Equal Employment Opportunity Program

January 2021 – December 2024

Equal Employment Opportunity Program: Adopted December 15, 2020; Effective January 1, 2021

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Introduction

Mason Transit Authority is committed to the concept and practice of equal employment opportunity in all aspects of employment. In developing and implementing this Equal Employment Opportunity (EEO) Program, Mason Transit Authority has been guided by established policy of providing equal employment opportunity.

Any goals which Mason Transit Authority has established herein are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing this EEO Program. The use and effect of goals and timetables in this EEO Program is not intended to discriminate against an individual or group of individuals with respect to any employment opportunity for which he, she, or they are qualified on the grounds that he, she, or they are not the named beneficiaries of affirmative action themselves. Indeed, nothing herein is intended to sanction the discriminatory treatment of any person.

Equal Opportunity Policy Statement and Reaffirmation

Mason Transit Authority (MTA) has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), age, genetic information, disability, veteran status, or other protected class.

MTA Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, upgrading, transfer, demotion, layoff, termination, rates of pay or other forms of compensation and treatment of employees.

All applicants and employees have the right to file complaints alleging discrimination with the EEO Officer or office. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.

MTA is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

As MTA's General Manager, I maintain overall responsibility and accountability for MTA's compliance with its EEO Policy and Program. To ensure day-to-day management, including program preparation, monitoring, and complaint investigation, I have appointed LeeAnn McNulty, Administrative Services Manager as MTA's EEO Officer. The Administrative Services Manager will report directly to me and acts with my authority with all levels of management, labor unions and employees. The EEO Officer can be contacted by phone at (360) 432-5738 or by email at lmcnulty@masontransit.org or allmta@masontransit.org.

All MTA executives, management and supervisory personnel, however, share in the responsibility for implementing and monitoring MTA's EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. MTA will evaluate its managers' and supervisors' performance on their successful implementation of MTA's policies and procedures, in the same way MTA assesses their performance regarding other agency's goals.

MTA is committed to undertaking and developing a written nondiscrimination program that sets forth the policies, practices and procedures, with goals and timetables, to which the agency is committed and make the EEO program available for inspection by any employee or applicant for employment upon request.

I am personally committed to a workplace that acts upon its daily responsibility to treat all applicants and employees with dignity and respect, as well as equitably under the guidelines of our EEO Policy and Program.

Signature

Date

Responsibilities for Implementation

Administrative Structure

The General Manager bears the overall responsibility for the implementation of Mason Transit Authority's EEO Program. The Administrative Services Manager, under delegation from the General Manager, serves as the EEO Officer for the organization. The Administrative Services Manager is responsible for implementing, coordinating, maintaining and evaluating the Program. Department managers are charged with the responsibility of carrying out the EEO Program within their departments, and for reporting with respect to implementation of the Program, to the Administrative Services Manager. Managers and supervisors are responsible to carry out the goals and objectives of the Program as delegated to them by their respective department managers.

The Administrative Services Manager is responsible for:

1. Reviewing current programs for broadening employment opportunities for all protected classes and to recommend new programs to assist Mason Transit Authority in achieving its EEO goals;
2. Reviewing the contents of the EEO Program and to recommend modifications to the Program when necessary;
3. Providing advice regarding the impact and feasibility of proposed modifications to the Program;
4. Reviewing departmental objectives and goals to ensure that EEO objectives are included;
5. Assisting in identifying employment barriers that might exist, making recommendations regarding the elimination of such barriers and assisting in breaking down such barriers; and
6. Providing information to Mason Transit Authority departments about progress toward achieving EEO goals.

The Administrative Services Manager is responsible for classification, compensation, and monitoring discipline of all employees; recruiting, evaluating, and referring applicants for employment, promotion, or transfer; maintaining liaison with organizations providing services to minorities, women, and the disabled; investigating internal complaints of discrimination and monitoring compliance with the goals of the EEO Program; and maintaining all personnel records and data necessary for monitoring and determining compliance with the Program that pertains to employment or compensation and classification matters.

A review of the EEO Program will be conducted annually to ensure successful implementation of the program.

Departmental Plans

In support of the EEO Policy and the EEO Program, each department manager shall, depending on their needs, develop goals and objectives related to their work environment which will contribute toward the overall goals and objectives established in the program.

Department Managers are responsible to:

1. Assist in the identification of problem areas and to establish department goals and objectives which will further the organization's commitment to equal employment opportunity;

2. Seek to participate in local minority organizations, women and disabled groups, community action organizations, and community service programs which are designed to promote equal employment opportunity;
3. Hold regular discussions with supervisors and other employees to assure the organization's policies and procedures are being followed;
4. Review the qualifications of departmental employees and applicants for employment to assure that all protected classes are given full opportunities for employment, promotion and transfer, training, compensation, and all other terms and conditions of employment;
5. Participate in periodic audits of all aspects of employment in order to ensure that the organization is in compliance with local, state, and federal laws and regulations pertaining to equal employment opportunity; and
6. Participate in the review and/or investigation of complaints alleging discrimination.

Dissemination

The EEO Program shall be made available to all parties via our website and upon request to all employees at the office of the Administrative Services Manager.

A copy of the EEO Program will be readily available to members of the public.

All new employees shall receive information describing employee related benefits and equal employment opportunity policies. A non-discrimination policy statement shall be included in employee handbooks and manuals.

Internal

All employees including managers and supervisors are fully informed of the EEO Program through actions which include, but are not limited to the following:

1. The EEO Policy will be included in, or referred to, in the organization's personnel policies and other appropriate in-house publications.
2. The EEO information will be provided to employees through normal communication channels including postings and employee memos.
3. EEO Policy and Program will be posted in Paylocity for all employees to acknowledge.
4. Bulletin board announcements and literature regarding the EEO Program shall be posted in appropriate work locations.
5. Presentation and discussion of the EEO Policy in new employee orientation sessions and All-Staff meetings or training sessions held at a minimum semi-annually. New employees are directed to the Personnel Policy Manual that includes the EEO Policy and are required to sign an acknowledgement of receipt and understanding of these policies/rules within 90-days of their appointment.
6. Conferencing with diverse employee groups including underutilized classes of women and minorities for suggestions in implementing and refining the EEO Program.

External

1. Community organizations have access to the organization's EEO Program via the Agency website. Agencies such as public and private employment agencies, educational institutions, local jurisdictions, unions, and agencies that assist minorities and persons with disabilities, and others that refer applicants may also request a copy by contacting the Agency directly.
2. The Administrative Services Manager, as the EEO Officer for Mason Transit Authority, will maintain liaison with organizations serving persons of minority status and females.

3. Recruitment sources, such as the media, public employment agencies, educational institutions and jurisdictions that receive Mason Transit Authority's employment announcements will be notified of the Equal Employment Opportunity Policy and Mason Transit Authority's interest in interviewing and hiring minorities and females for all positions.
4. All position announcements will include the following statement: "Equal Employment Opportunity Employer" or in an abbreviated form "EEO".
5. Contractors, sub-contractors, vendors, and suppliers will be notified of the Equal Employment Opportunity Policy.
6. All purchasing contracts and/or agreements over \$25,000 entered into by Mason Transit Authority shall contain language addressing Mason Transit Authority's Equal Employment Opportunity Policy.

Designation of Personnel Responsibility

The Office of the General Manager bears the overall responsibility and accountability for the implementation of Mason Transit Authority's Equal Employment Opportunity Program. The Administrative Services Manager, under delegation from the General Manager, serves as the Equal Employment Opportunity Officer (EEOO) for the organization. Mason Transit Authority does not consider it a conflict of interest for the Administrative Services Manager to serve as the EEOO. The agency is too small and does not experience enough EEO adverse activities to support a single position plus staff to administer the EEO. It is the experience of the agency that the Administrative Services Manager has adequate time and staff to act as the EEOO. The EEOO, in conjunction with managers and supervisors, performs employment-related duties in concurrence with the EEO Program, and the EEOO serves as a check and balance on employment practices. The EEOO is responsible for classification, compensation, grievance resolution, monitoring discipline of all employees, recruiting, evaluating, and referring applicants for employment, promotion, or transfer; maintaining liaison with organizations providing services to minorities, women, and the disabled; investigating internal complaints of discrimination and monitoring compliance with the goals of the Equal Employment Opportunity Program; as well as maintaining all personnel records and data necessary for monitoring and determining compliance with the Program that pertains to employment or compensation and classification matters.

The Administrative Services Manager is an executive who reports, and is directly responsible, to the agency's General Manager, and to whom top management support is given. The EEOO is identified by name in all internal and external communications regarding the agency's EEO Program.

When there is a conflict of interest regarding any EEO complaint, the complainant shall file their complaint directly with the General Manager. The General Manager bears overall responsibility for the actions of the EEOO. No conflicts of interest as described have arisen to date.

Mason Transit Authority's Administrative Services Manager exhibits effectiveness acting as the EEOO through:

1. Sensitivity to, and an awareness of, the varied ways in which discrimination occurs;
2. Total commitment to EEO program goals and objectives;
3. Knowledge of civil rights precepts, policies, rules, regulations, and guidelines; and
4. Sufficient authority and ability to work and communicate with others to achieve EEO goals and objectives.

The Equal Employment Opportunity Officer's program responsibilities include:

1. Developing and recommending EEO policy and programs, including internal and external communication;
2. Collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals;
3. Designing, implementing, and monitoring internal audit and reporting systems to measure

program effectiveness and to determine where progress has been made and where further action is needed;

4. Reporting regularly to the General Manager on progress toward meeting agency goals and on contractor and vendor compliance;
5. Serving as liaison between the agency, federal, state, and local governments, regulatory agencies, minority, disability, and women's organizations and other community groups;
6. Assuring that current legal information affecting equal employment opportunity is disseminated to responsible officials;
7. Overseeing the recruitment of minority, disabled, and female applicants and establishing outreach sources for use by hiring departments;
8. Concurring in all hires and promotions; and
9. Investigating employment discrimination complaints.

In addition, the Administrative Services Manager's program responsibilities include:

1. Review current programs for broadening employment opportunities for all protected classes and to recommend, explore or implement new programs to assist Mason Transit Authority in achieving its equal opportunity goals;
2. Review the contents of the Equal Employment Opportunity Program and to recommend modifications to the Program when necessary;
3. Review departmental objectives and goals to ensure equal opportunity objectives are included;
4. Review the agency's nondiscrimination plan with all managers and supervisors to ensure that the policy is understood;
5. Provide EEO training for employees and managers;
6. Notify employees and applicants of available training programs and professional development opportunities and entrance requirements;
7. Provide reasonable accommodation to applicants and employees who need them;
8. Assist in identifying employment barriers that might exist and make recommendations leading to the elimination of any such barriers; and
9. To provide information to Mason Transit Authority departments about progress toward achieving the equal opportunity goals.

While the EEO is responsible for coordinating, maintaining and evaluating the implementation of the EEO Program, department managers are charged with the responsibility for carrying out the Equal Employment Opportunity Program within their respective departments, as well as communicating on departmental implementation of the Program to the EEO. Managers and supervisors are responsible for carrying out the goals and objectives of the Program as an integral function of their jobs and as delegated to them by their respective department directors.

Managers' and supervisors' responsibilities in implementing the EEO Program include the following as befits the individual departments and divisions:

1. Assisting in identifying problem areas and establishing agency and department goals and objectives in support of the EEO Plan;
2. Being actively involved with local minority, disability, and women's organizations, community action groups and community service programs designed to promote EEO;
3. Participating actively in periodic audits of all aspects of employment in order to identify and to remove barriers obstructing the achievement of specified goals and objectives;
4. Holding regular discussions with other managers, supervisors, and employees to assure the agency's policies and procedures are being followed;
5. Reviewing the qualifications of all employees to assure that minorities, people with disabilities, and females are given full opportunities for transfers, promotions, training, wage increases, and other forms of compensation;
6. Participating in the review and/or investigation of complaints alleging discrimination or

- harassment;
7. Conducting and supporting career counseling for all employees;
 8. In conjunction with the EEO Officer, maintain and update the personnel database for generating reports required for the nondiscrimination report; and
 9. Participating in periodic audits to ensure that each agency department and division is in compliance with EEO requirements.

Employment Procedures and Practices

The following action-oriented procedures and practices which are designed to further the organization's commitment to Equal Employment Opportunity are continuing:

Employment

Mason Transit Authority will aggressively recruit the most qualified people to staff the organization; and in doing so, it will afford equal opportunity for employment, placement, training, promotion, and salary to all persons without regard to any protected status, including race, color, creed, national origin, marital status, age, sex, disabled veteran status, or the presence of any physical, mental or sensory disability, or any other factor not related to the requirements of a work assignment.

The Administrative Services Manager is responsible for establishing recruitment, examination and referral procedures and shall be responsible for all personnel activity at Mason Transit Authority.

Recruitment: When Mason Transit Authority determines that it is necessary to create a position or to fill a vacancy, the Administrative Services Manager will handle the recruitment in one of the following ways:

1. Open Competitive Recruitment:

An announcement will be developed which will include a brief description of the position, the minimum qualifications required to do the job, the salary or hourly wage, the period of time during which applications will be accepted, and a brief description of the selection process. The position announcement will be placed on Mason Transit Authority's designated bulletin boards, on the Mason Transit Authority website at www.masontransit.org and will be mailed to:

- State employment agencies, i.e., WorkSource
- Annual local Job Fair announcements which may be onboard our vehicles
- The placement office of appropriate educational institutions, i.e., Olympic College, The Evergreen State College, South Puget Sound Community College
- Agencies within Mason County which serve minority groups
- Appropriate minority focused media or organizations

A brief version of the announcement will appear in the classified employment section of the appropriate local/regional newspaper(s).

2. Internal Competitive Recruitment

When the Administrative Services Manager determines that there are an adequate number of employees who might be qualified for a position vacancy, the recruitment will be handled as follows:

A position vacancy notice will be developed as outlined above and the notice will be placed on designated bulletin boards within the organization and in Paylocity Community. If an adequate number of qualified candidates do not apply for the position, the Administrative Services Manager in conjunction with the hiring department may extend the recruitment period or move to the open recruitment process defined above.

Selection Process

Each step in the selection process will be designed to test the knowledge and skills required to perform the work in a specific position. Applicants will be treated in a uniform manner and without regard to any protected status including race, color, creed, national origin, marital status, age, sex, disabled veteran status, or the presence of any physical, mental or sensory disability, and with proper regard for their privacy and constitutional rights.

It is Mason Transit Authority's policy that spouses and immediate family shall not be employed in positions where one supervises the other, or audits, his/her work, or where they are in direct or potential competition with each other. Conviction records shall not be used as a factor in hiring except when a particular type of conviction has a direct relationship to the position involved.

Applicant Evaluation

Preliminary screening of applications shall be done by the Administrative Services Manager or his/her designee, and the hiring department manager. The weights assigned to each step in the evaluation process or to any test which is administered will be determined by the Administrative Services Manager and hiring department manager based on the requirements of the position. The evaluation will consist of, but not be limited to, the following steps:

1. The accurate completion and timely filing of the application and such other supplemental forms or required attachments as described in the position announcement;
2. An evaluation of the application to determine whether or not the applicant meets the stated minimum requirements of the position;
3. Any one or more of the following procedures: a written or video test, an oral interview, a performance test, or an evaluation of experience and training to determine qualifications.
4. Verification of any required licenses, certifications, work history, driving records, academic records, or other records as may be required to fulfill the duties of the position;
5. An interview with the hiring department;
6. A medical examination and/or medical tests to determine fitness for the position including required pre-employment drug tests in the case of hiring for a safety-sensitive position; and
7. A check of personal and professional references; and
8. The evaluation of the individual's performance during the applicable probationary employment period, if any.

Trainee Opportunities

Trainees may be accepted for on-the-job training for those positions for which there is sufficient guidance and supervisory personnel to develop employee potential. The existence of such positions shall be determined by the hiring department manager with approval of the General Manager.

Job Descriptions

Job descriptions are periodically reviewed, evaluated and, where necessary, revised to ensure that they are job-related and consistent for the same job from one department or unit to another. Job descriptions are reviewed to ensure that they are job-related and do not screen out minorities and women. The job descriptions used are made available to those members of management who are significantly involved in recruiting, screening, selecting and promoting. Recruitment sources are provided with the requisite job-related information, and thus are able to recruit qualified persons on a nondiscriminatory basis.

Transfer and Promotion Practices

Mason Transit Authority's transfer, reclassification and promotion practices monitored on an annual basis to ensure that lateral and vertical movement occurs without regard to any protected status, including race, color, creed, national origin, marital status, age, sex, disabled veteran status, or the presence of any physical, mental or sensory disability.

Compensation and Benefit Programs

The object of Mason Transit Authority's compensation and benefit programs is to permit the organization to attract, retain and motivate high caliber employees and to provide compensation and benefits commensurate with the organization's financial goals and constraints, and with comparable and competing organizations. The compensation and benefit programs are periodically reviewed to ensure equal treatment is provided to all employees. The established programs are nondiscriminatory and are administered without regard to any protected status, including an individual's race, color, creed, national origin, marital status, sex, disabled veteran status, or physical, mental or sensory disability.

Disciplinary Process

Mason Transit Authority uses a system of progressive discipline including, but not limited to, the use of counseling sessions (informal) for minor infractions, oral and/or written warnings (formal) for more serious infractions or repeated violations, and suspension and/or termination for significant conduct violations.

Mason Transit Authority's Performance Counseling Policy is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. It has been designed to be consistent with the agency's values, human resources best practices and employment laws. The approach is to emphasize the opportunity for the employee and the supervisor to resolve performance problems through discussion and coaching, while recognizing that acceptable performance is the goal the employee must achieve. Through all steps of the Performance Counseling, the employee is outlined with expectations and the outcome should the performance not improve.

All employees are afforded the opportunity to verbally or in writing respond to any alleged infraction or violation prior to the administration of disciplinary action. Employees are also provided a copy of Mason Transit Authority's Personnel Policy Manual at the time of their hire and throughout their employment as rules and regulations are amended or changed.

The assessment of the disciplinary action imposed upon employees by Mason Transit Authority during this reporting period indicates that the rules and regulations set by Mason Transit Authority are applied fairly and consistently without discrimination.

Work Force Composition/Statistical Data

The current workforce composition, the organization's departments and employee movement activity by minority and female status are listed below. Also, listed below is the number of applicants for employment in each job category that we had filled externally and internally year to date to include the number hired, cross-referenced by sex and race.

We review this data to identify any adverse effect in personnel processes for minorities and women.

Equal Employment Opportunity Job Categories for All Departments

A EXECUTIVE SENIOR LEVEL OFFICIALS/MANAGERS

General Manager (1)
Administrative Services Manager (1)
Operations Manager (0)
Maintenance Manager (0)

B PROFESSIONALS

Executive Assistant/Clerk of the Board (1)
Operations Supervisor (1)
Safety & Trainer Supervisor (1)
Comm Center Supervisor (0)
System Administrator (0)
Building Superintendent (0)

C ADMINISTRATIVE SUPPORT

Customer Service Representative/Scheduler/Dispatcher (3)
Outreach/Transit Planner (1)
Accounting Assistant (2)
Technical Support (0)

D OPERATIVES

Operators (11)
Worker/Driver Operators (0)

E CRAFT WORKERS

Lead Mechanic (0)
Service Mechanic (0)

F SERVICE WORKERS

Detailer/Fueler (0)
Facility Tech (0)
Custodian/Maintenance (0)

Position Titles and Descriptions for All Departments

Administrative Department

General Manager: Provides leadership and managerial direction to all MTA services and resources and serves as principal advisor to the Mason Transit Authority Board. Directs transit operations, maintenance, planning, marketing, financial and human resource functions to attain the goals and objectives of the system. Ensures the efficient utilization of employees, funds, materials, facilities, and time. Establishes annual goals and objectives, short- and long-range plans, and procedures to ensure the policy direction of the Authority Board is carried out in an expeditious and cost-effective manner. A primary responsibility is to serve as a representative and to strengthen relationships with other agencies, jurisdictions, state and federal regulatory agencies, local media, citizen interest groups and private businesses.

Administrative Services Manager: This position plans, organizes, manages and oversees the agency's administrative staff and activities including all aspects of Human Resources; Drug and Alcohol Program Management; fare revenue; contracts; grant management and compliance; financial accounting and reporting; forecasting and planning to ensure fiscal health and sustainability; budget preparation; payroll and procurement. Assures compliance in Human Resources and financial management of state and federal policies, regulations and requirements. Assist other departments in Human Resources including training, corrective action, hiring, investigations and termination proceedings. This position serves as the EEO Officer, Drug and Alcohol program manager, and Title VI coordinator.

Accounting Assistant: Responsible for accounts payable, accounts receivable, payroll, cash receipts and a variety of accounting controls in support of financial accountability and good stewardship. Responsible for the Volunteer Driver program administration and Human Resource assistance.

Executive Assistant/Clerk of the Board: this position is responsible for providing high-level administrative support by conducting research, handling information requests, and performing clerical functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings. This position also serves as Clerk of the Board to MTA's governing Board, responsible for agency records, Public Records Requests and serves as the Public Records Officer.

System Administrator: Responsible for leading and performing all IT related activities of the agency. This position is accountable for ensuring continuity of IT systems throughout the agency through planning, technical leadership and project management. Maintain and monitor end-user workstations and productivity on local area network. Perform a variety of maintenance, software installation, end-user support and training tasks to ensure end-user workstations and network performance meet MTA and user requirements. Provide support to staff on all MTA-supported applications. Troubleshoot computer problems, determine source and advise on appropriate action.

Technical Support Analyst: Perform a variety of maintenance, software installation, end-user support and tasks to support and ensure workstations and network performance meet MTA and user requirements. Provide support to staff on all MTA-supported applications. Troubleshoot computer problems, determine source and advise on appropriate action.

Operations Department

Operations Manager: Plans, organizes, directs and controls the provision and operation of public transit services including fixed route and demand-response and associated safety and training programs; ensures and leads service coordination, quality and transit security efforts; supports, supervises, maximizes and evaluates the performance of team personnel. Develops and implements policies and procedures. Reviews system performance and reporting of transit services. Oversees compliance with the Americans with Disabilities Act regulation and appeal processes.

Operations Supervisor: Plans, supervises and coordinates activities to monitor, evaluate, control and maintain the quality of scheduling, fixed-route, dial-a-ride, route deviated and special event transportation services; supervises and evaluates drivers; reviews and takes appropriate action regarding events, accident and incident reports, customer comments, employee attendance and other performance areas.

Safety and Trainer Supervisor: Conducts transit driver, worker/driver, and other employee training and retraining in safe vehicle and equipment operation, passenger relations, emergency and accident procedures; conducts training analysis, serves on inter and intra-organizational committees, including MTA's Safety Committee and Service Review Committee, Mason County Emergency Management planning team and others as assigned; prepares, provides and evaluates training programs and initiatives.

Communication Center Supervisor: Plans, supervises and coordinates activities to monitor, evaluate, control and maintain the quality of scheduling, dispatching, fixed-route, dial-a-ride, route deviated and special event transportation services provided to the riding public in accordance with established Agency standards; coordinates a team approach to training, supporting, assisting, supervising and evaluating dispatcher/schedulers; reviews and takes appropriate action regarding events, accident and incident reports, customer comments, and other performance areas.

Scheduler/Dispatcher: Dispatches and coordinates movement of transportation service vehicles to various locations within the agency's service area. Receives and processes ride requests for demand response and route deviated services. Responsible for scheduling and dispatching fixed route, dial-a-ride, route deviated and special event services and the coordination of drivers and vehicles.

Operator (Driver/Worker-Driver): Responsible for providing efficient and safe operation of motor vehicles, passenger assistance, radio operations, recordkeeping and adherence to all applicable laws. Responsible for providing excellent customer service, properly collecting all authorized fares; and promoting and maintaining positive relationships with customers and co-team members.

Outreach/Transit Planner: Coordinates ridership and community outreach projects and events; assists in planning, coordinating and implementing complex short and long-range service goals; works with the public, other transportation planning agencies and Mason Transit Authority staff to help design and implement efficient and productive transit service; collects and studies ridership trends, demographics and community development projections to create projections based upon best available data; analyzes fixed route structure and alignment, making route and service change recommendations; reviews efficiency and effectiveness of Dial-a-Ride; and assures compliance with state and federal ridership reporting requirements.

Maintenance Department

Maintenance Manager: Plans, organizes, leads and ensures the overall safety practices and maintenance functions for preventative maintenance and repair of all fleet vehicles and agency facilities; supports, maximizes and evaluates the performance of team personnel. Supports and plans capital projects. Requires effective and cooperative relationships with other MTA teams, community and transit leadership. Develops budget and schedule for vehicle replacement and departmental needs.

Lead Mechanic: Plans, coaches, and coordinates activities to monitor, evaluate, control and maintain the overall safety practices and preventive maintenance, routine service and repair of all MTA owned vehicles and equipment in accordance with established Agency standards; coordinates workload for service mechanics; reviews and takes appropriate action regarding events, accident and incident reports, and customer comments.

Service Mechanic: Responsible for performing preventative maintenance, diagnosis and necessary general repairs on all diesel, gasoline and alternative powered vehicles and equipment.

Detailer/Fueler: Provides support to the Maintenance Department by performing a variety of duties including fueling, washing, cleaning and detailing transit vehicles

Facility Technician: Responsible for a variety of maintenance tasks to MTA facilities including ground maintenance such as mowing and trimming; makes repairs to shelters and bus stops; special projects such as painting and construction; maintain irrigation systems.

Custodian/Detailer: Responsible for providing support for facilities maintenance and the custodial requirements of the Agency to maintain the cleanliness of all MTA's facilities, and to perform fueling and detailing of vehicle interiors and exteriors.

Building Superintendent (T-CC): Oversee the day-to-day operations of the community center components of the T-CC, including custodial, safety, security, maintenance and transit services coordination; serve as tenant liaison and resolve tenant issues; oversee event rental and setup, assign workload of T-CC Assistant/Custodian based on facility needs; track T-CC usage and report to management; track cost and budget for the T-CC.

Custodian (T-CC): Responsible for assisting in the implementation of a wide variety of activities at the MTA Transit-Community Center (T-CC), including but not limited to, major custodial and maintenance duties, event set-up, clean-up, and oversight of events at T-CC.

Work Force

As of October 1, 2020, the work force composition consists of a total of sixty-nine (69) employees. Of that number, eight (8) or 11.6% are minorities and twenty (22) or 32% are women.

Employment Opportunities (External Recruitment)

During the year 2019, a total of thirteen (13) employees were hired into vacant or new positions. Of that number one (1) or (8%) were women. One (1) minorities or (8%) were hired.

The following positions were filled through external recruitment efforts:

| | |
|--|--------|
| A. Executive/ Senior Level Officials/ Managers | None |
| B. Professionals | None |
| C. Administrative Support Workers | One |
| D. Operatives | Twelve |
| E. Craftsmen | None |
| F. Service Workers | None |

In 2020 to date, a total of four (4) employees were hired into vacant or new positions. Of that number no (0) or (0%) were women. No (0) minorities or (0%) were hired.

The following positions were filled through external recruitment efforts:

| | |
|--|------|
| F. Executive/ Senior Level Officials/ Managers | None |
| G. Professionals | None |
| H. Administrative Support Workers | None |
| I. Operatives | Four |

| | |
|--------------------|------|
| J. Craftsmen | None |
| F. Service Workers | None |

Promotions/Transfers (Internal Recruitment)

During the year 2019, one individual was promoted from part time to full time status. Of the one internal promotion, one (1) was a non-minority male.

In 2019, two other individuals were promoted into different positions. Of the two internal promotions, two (2) were non-minority males.

During 2020, one (1) individual was moved from full-time to part time status. This one (1) individual was a minority female.

In 2020, one (1) individual was temporarily transferred from an Operative to Professional position. This one (1) individual was a non-minority male.

In 2020, one individual was demoted from one (1) position within Professionals to another position with Professionals. This one (1) individual was a minority female.

Terminations/Separations (Involuntary/Voluntary)

In 2019, 6 employees separated from Mason Transit Authority employment as illustrated below.

- Voluntary (resignations):
Two (2) were non-minority males
- Involuntary:
Two (2) non-minority male
Two (2) non-minority female

The termination's/resignations (includes retirement) by job category are as follows:

| | |
|--|------|
| A. Executive/ Senior Level Officials/ Managers | None |
| B. Professionals | None |
| C. Administrative Support Workers | None |
| D. Operatives | Six |
| E. Craftsmen | None |
| F. Service Workers | None |

During 2020 to date, 19 employees separated from Mason Transit Authority employment as illustrated below.

- Voluntary (resignations/retirements):
Six (6) were non-minority male
One (1) was a minority male
One (1) was a minority female
- Involuntary (terminations/lay-offs):
Nine (9) were non-minority male
One (1) was a minority female
One (1) was a non-minority female

The termination's/resignations (includes retirement) by job category are as follows:

| | |
|--|----------|
| A. Executive/ Senior Level Officials/ Managers | None |
| B. Professionals | Three |
| C. Administrative Support Workers | Three |
| D. Operatives | Thirteen |
| E. Craftsmen | None |
| F. Service Workers | None |

Disciplinary Actions

Mason Transit Authority's Performance Counseling Policy applies to all Mason Transit Authority employees and is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior through a progressive discipline approach. MTA collective bargaining agreements mirror the language of the Performance Counseling Policy.

In 2020, there was one (1) occurrence of a suspension of a non-minority, male Professional, resulting in a loss of pay during the suspension period.

2019/2020 Applicant Flow by Job Category, Number Hired, Cross-Referenced by Sex and Race

| Job Category (16 positions filled) | # of Applicants | # of People Hired | # of Applications M/F | | | # of Applications by Race | | | | | | | |
|--|--------------------|-------------------------|-----------------------|-----------|----------|------------------------------|----------|---------------------|----------|--------------------|----------|----------------|-----------|
| | | | Male | Female | N/A | Non- Minority | Hispanic | African American | Asian | American Indian | Other | Gender Only | Blank |
| Professional | 12 | 1/M-NM | 7 | 5 | 0 | 7 | 1 | 1 | 1 | 0 | 1 | 0 | 1 |
| Craftsman | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operator | 84 | 13/M- NM 1/F-AI | 75 | 8 | 1 | 55 | 2 | 0 | 1 | 2 | 3 | 3 | 18 |
| Administrative Support Worker | 13 | 1/M-NM | 10 | 2 | 1 | 10 | 0 | 0 | 2 | 0 | 0 | 0 | 1 |
| Total | 109 | 15/M 1/F | 92 | 15 | 2 | 72 | 3 | 1 | 4 | 2 | 4 | 3 | 20 |

| Job Category (16 positions filled) | # of Applicants | # of People Hired | # of Veteran Applicants | | | | # Applicants with Disability | | | |
|--|--------------------|-------------------------|-------------------------|----------|------------------------|-----------|---------------------------------|------------|----------------------------|-----------|
| | | | Not a Veteran | Veteran | # of Veterans Hired | Blank | No Disability | Disability | # Hired with Disability | Blank |
| Professional | 12 | 1 | 10 | 2 | 0 | 0 | 10 | 2 | 0 | 0 |
| Craftsman | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operator | 84 | 14 | 52 | 5 | 1 | 27 | 49 | 5 | 3 | 30 |
| Administrative Support Worker | 13 | 1 | 12 | 1 | 0 | 0 | 10 | 0 | 0 | 3 |
| Total | 109 | 16 | 74 | 8 | 1 | 27 | 69 | 7 | 3 | 33 |

Monitoring and Reporting

To ensure our Equal Employment Opportunity Program remains effective, we will review our statistical data pertaining to our external applicant flow data, internal promotional activity, grievance, separation activity and EEO compliant activity on an annual basis. We will do this to help us understand the current overall demographics of our workforce and to determine if there are any disparate impacts to address based on our employment practices and opportunities for improvement.

After reviewing and analyzing this data, the EEO officer will meet with the GM and department heads annually to share the results of the employment activity mentioned above and make any necessary recommendations. From these meetings, the EEO Officer will make any necessary changes to our plan in order for Mason Transit Authority to continue its commitment as an equal opportunity employer and an employer of choice.

Monitoring program components will consist of:

- Ensuring that the EEO Policy and related information is being disseminated properly
- Maintaining and monitoring records on all sources of referrals, applicants, hires, promotions, transfers and terminations by race and sex
- Reviewing all testing selection, promotion and training procedures to ensure nondiscrimination
- Studying the utilization analysis for women and minorities and establishing goals for all job groups showing underutilization
- Reviewing progress toward established goals and making necessary adjustments to correct potential deficiencies
- Monitoring, measuring and evaluating individual department implementation outcomes on a quarterly basis
- Reviewing and providing report results to the General Manager and department heads

Mason Transit Authority has no subrecipients or contractors who meet the EEO program requirement threshold, and accordingly has no responsibility for external monitoring, except to make sure that any outside entities involved with recruitment or training have a copy of the EEO policy statement and undertake all recruitment and training activities in compliance with this program.

The EEO Officer and the General Manager will review all Collective Bargaining Agreements and all contractual provisions to ensure there is not a disparate impact.

Upon receipt of any concern or complaint submitted by an employee or applicant who feels he or she has been treated in a discriminatory fashion, the EEO Officer will investigate and provide results to the General Manager within 30 days. The EEO Officer will track claims to determine and identify any trends and to ensure that the investigation and resolution process is timely and fair.

The EEO Officer will report quarterly to the Executive Team, which consists of the General Manager and department managers, the progress of the EEO program and results of monitoring, including but not limited to hiring, promotions and status of EEO complaints.

The EEO Officer will review and approve the EEO training for supervisors. The training will include Anti-Discrimination and Harassment training as well as Diversity and Inclusion. Training will also include hiring, promotion and training procedures.

The EEO Officer will meet annually with the General Manager and/or Administrative Services Manager to review goals and statistics on employment practices and policies. All new job descriptions will be reviewed by the EEO Officer to ensure that the position requirements are legitimate and do not cause a disparate impact. All changes and revisions of personnel policies will be review by the EEO Officer to

ensure compliance to EEO regulations and that the policy supports Mason Transit Authority EEO Program goals.

Goals and Timetables

A goal is defined as a target for the hiring and/or the promoting of women and minorities in a job category in which statistically underutilization has existed in the job category. A goal is not a rigid or inflexible quota, but rather a reasonably attainable objective which is to be aggressively pursued by applying every good faith effort to make all aspects of the Affirmative Action Program work.

Short term goals represent the next increase in minority and/or female employment in a particular job category within the next eighteen (18) month period. Long term goals are projected on a five-year basis. Both short- and long-term goals must be flexible and capable of modification in order to ensure they provide practical results. The goals are based on anticipated employment opportunities, which may result from the need to address staff increase, turnover rate, promotion and job availability.

A. Short Term Goals

Short-term goals reflect service and staff expectant needs within the next 6- to 12-month period and with a very low turnover rate (both historically and projected), opportunities for correcting underutilization will be improved. However, Mason Transit will aggressively pursue the overall objectives of the Affirmative Action Program by affording employment preference to women and minorities in the underutilized job categories within this program.

B. Long Term Goals

Over the next 5-year period, it is anticipated that expansion of the fixed route service will occur, which will result in an increase in the Operator workforce. A limited number of drivers and supervisors may be required to put the increased service into effect. Most job categories will see increases in the next five years.

Identification of Problem Areas

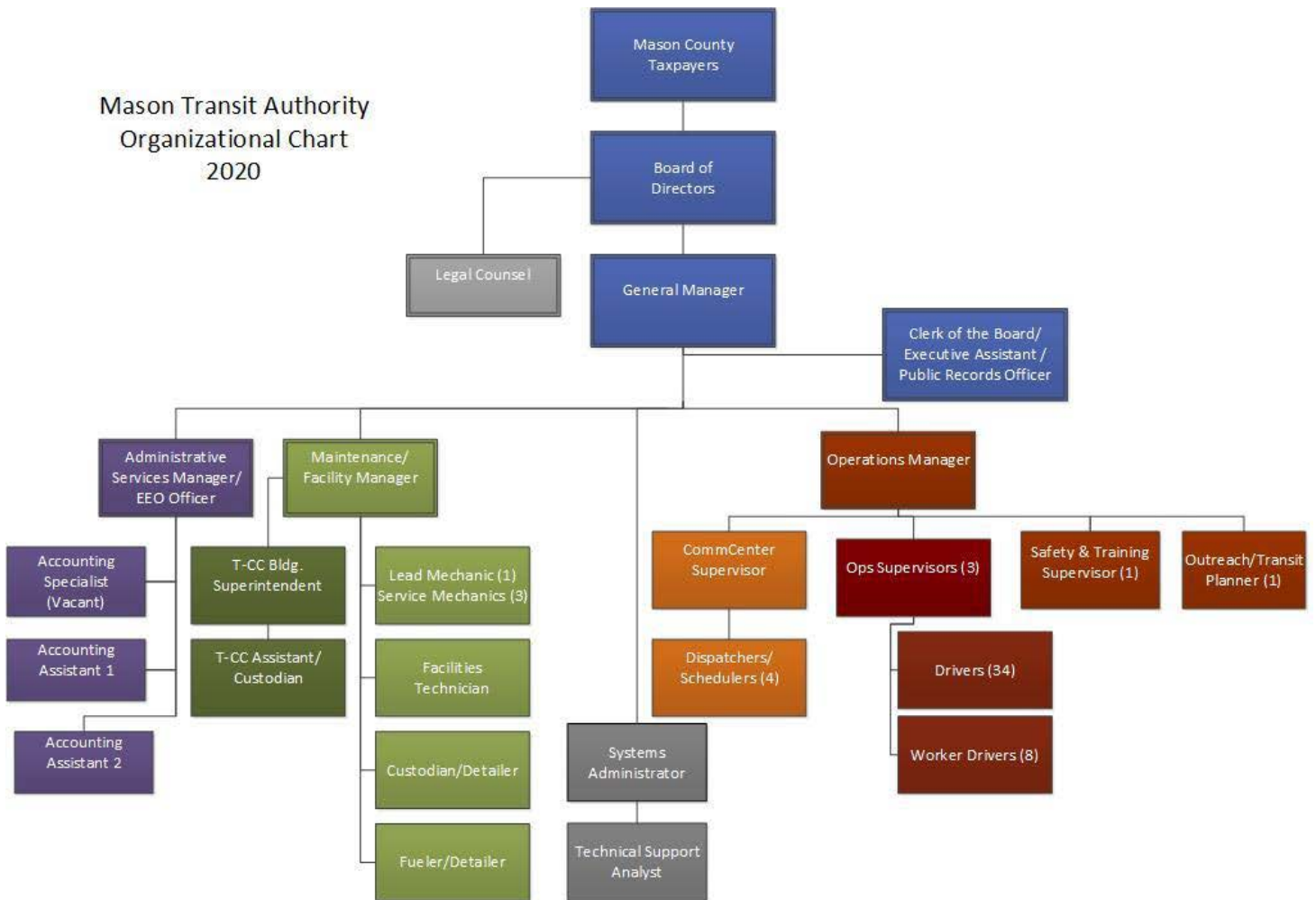
- Potential Problem: Insufficient female applicants for jobs in the skilled trades.
 - ✓ Corrective Action: Increase applicants by more frequent contacts with schools and other agencies serving this population. Encourage female employees to refer female applicants.
- Potential Problem: Underutilization of minorities and women in specific jobs.
 - ✓ Corrective Action: Attempt to reach targeted groups through the utilization of minority publication, community organization and personnel agencies.
- Potential Problem: Lack of programs to facilitate upward mobility.
 - ✓ Corrective Action: Encourage employees to enter work/study programs and especially encourage minority and female participation.
- Potential Problem: Position descriptions may request qualifications not absolutely necessary to perform the job.
 - ✓ Corrective Action: Conduct annual review of position description to ensure they reflect job functions and do not require qualifications which may make it difficult for female and minorities to apply for positions.

Grievance Process

An applicant or employee who thinks he or she is being treated unfairly in employment opportunities because of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), age, genetic information, disability, veteran status or other protected class may file a complaint with the EEO Officer. If the EEO Officer is unsuccessful in resolving the complaint, the individual may file the complaint with the General Manager.

If not satisfied with the General Manger's course of action, the individual may choose to file a complaint with either the Washington State Human Rights Commission or the Federal Equal Employment Opportunity Commission.

Organization Chart as of October 1, 2020



Updated 10/1/2020

Appendix A: Good Faith Efforts Made/Areas of Opportunity

Recruitment Process/Applicant Flow:

An analysis of the minority and female applicant flow at this facility December 4, 2020 reveals that this population has shown interest in job opportunities at Mason Transit Authority – approximately 16% were minority and 13.7% were female.

To further our equal employment opportunity commitment, we will continue to aggressively recruit (through advertising media, job fairs and referral sources) women and minority applicants for all job openings.

In addition to the above applicant flow sources, we will proactively seek out local diverse organizations and associations at our local community college to make Mason Transit Authority more visible and known. We hope to attract more women and minority applicants with this targeted approach. With our efficient and seamless online solution to recruitment, we hope that this will make our job opportunities more visible to attract more applicants and make it easier for them to apply. This has also enabled us to more efficiently track and manage our applicant flow data electronically for retention and reporting needs.

Lastly, we have looked at ways to improve our screening process to give as much opportunity for individuals to qualify for our jobs. For driver recruitment, we have implemented A Day in the Life of a Driver, which has helped applicants get an understanding of what it is like to be a bus operator prior to being hired.

Training Programs

Training is a top priority for Mason Transit Authority and all employees - including minorities and women - are afforded equal opportunity to participate, depending on the particular training activity, need, or subject. Mason Transit Authority seeks within the limits of available resources, to offer training to increase an employee's skills and knowledge that is directly related to their duties/functions, or to maintain required licenses and certifications as part of the position.

Desegregated Facilities

All of our facilities have been desegregated in common areas.

Transportation

The availability of adequate transportation has not impeded the employment of minority or female employees to any significant degree. Mason Transit Authority provides transportation to all its guests free of charge in-county and for a fee of \$1.50 out of county. Several types of passes are available for out of county services as well. Employees and their dependents receive free bus passes.

Technical Compliance

We are in compliance with all technical requirements such as poster display, application retention, subcontractor notification, and the inclusion of the Equal Employment Opportunity clause in all appropriate contracts or agreements entered into provided by Mason Transit Authority.

Work Force Attitude

Management staff is available to assist in the resolution of problems at all times. Management has taken prompt action and has a strong commitment toward preventing harassment in the work environment and maintaining a positive work environment. Mason Transit Authority has made a commitment to its employees to provide additional training sessions on workplace/sexual harassment and Americans with Disabilities Act as time permits.

The overall work force attitude has enabled Mason Transit Authority to foster a culture of caring and respecting each of our unique differences and that of the community we serve. At this time, we have not received any official internal or external EEO violation complaints. We continue to monitor this activity and will make any needed improvements in order to sustain a positive work force attitude.

Review of EEO Performance

To enable this facility to meet federal EEO reporting requirements and provide information for internal analysis, reviews will be made of EEO Performance and this document will be updated on an annual basis.

RESOLUTION NO. 2020-45

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ADOPTING AN EQUAL EMPLOYMENT OPPORTUNITY POLICY (POL-507)
AND SUPERSEDING AND REPLACING IN FULL ANY PREVIOUSLY
ADOPTED OR APPROVED EMPLOYMENT OPPORTUNITY POLICY,
INCLUDING RESCINDING RESOLUTION NO. 2017-16.**

WHEREAS, the Equal Employment Opportunity Policy (POL-307) was most recently updated in 2017; and

WHEREAS, extensive updates were made relating to MTA's commitment to its employees, community it serves, as well as undertaking and developing a written nondiscrimination program, which is part of the policy;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the revised Equal Employment Opportunity Policy (POL-307), including the nondiscrimination program, which is attached hereto and incorporated herein, be established and adopted; and

BE IT FURTHER RESOLVED that this Mason Transit Authority Equal Employment Opportunity Policy (POL-307) shall supersede and replace in full any previously adopted or approved Mason Transit Authority Equal Employment Opportunity Policy, including rescinding Resolution No. 2017-16.

Adopted this 15th day of December, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

[Vacant], 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



| | |
|---------------------|---|
| Title: | Equal Employment Opportunity Policy |
| Number: | 307 |
| Effective: | January 1, 2021 |
| Cancels: | Resolution No. 2017-16 |
| Prepared by: | Danette Brannin, General Manager |
| Approved by: | Authority Board Resolution No. 2020-45 |

POL-307 EQUAL EMPLOYMENT OPPORTUNITY POLICY

This policy applies to all Mason Transit Authority (MTA) employees, Authority Board, Advisory Board or agents.

1.0 Purpose

The purpose of this policy is to ensure equal employment opportunities are non-discriminatory and comply with all applicable laws.

2.0 Policy

MTA has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), age, genetic information, disability, veteran status, or other protected class.

MTA'S Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation.

All applicants and employees have the right to file complaints alleging discrimination. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.

MTA is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

MTA's General Manager, Danette Brannin, maintains overall responsibility and accountability for MTA's compliance with its EEO Policy and Program. To ensure day-to-day management, including program preparation, monitoring, and complaint investigation, LeeAnn McNulty, Administrative Services Manager, has been appointed as MTA's EEO Officer. The Administrative Services Manager will report directly to the General Manager and acts with authority with all levels of management, labor unions and employees. The EEO Officer can be contacted by phone at (360) 432-5738 or by email at lmcnulty@masontransit.org.

See Also: (POL-206); (POL-308); EEO Program; and Employee Handbook



| | |
|---------------------|---|
| Title: | Equal Employment Opportunity Policy |
| Number: | 307 |
| Effective: | January 1, 2021 |
| Cancels: | Resolution No. 2017-16 |
| Prepared by: | Danette Brannin, General Manager |
| Approved by: | Authority Board Resolution No. 2020-45 |

All MTA executives, management and supervisory personnel share in the responsibility for implementing and monitoring MTA’s EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. MTA will evaluate its managers’ and supervisors’ performance on their successful implementation of MTA’s policies and procedures, in the same way MTA assesses their performance regarding other agency’s goals.

MTA is committed to undertaking and developing a written nondiscrimination program that sets forth the policies, practices and procedures, with goals and timetables, to which the agency is committed and make the EEO program available for inspection by any employee or applicant for employment upon request.

The policy includes all aspects of the Equal Employment Opportunity and Affirmative Action Program attached herein.

3.0 Discipline of Prohibited Acts

All employees are expected to comply with this Equal Employment Opportunity Policy.

Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting the equal employment opportunity objectives.

MTA prohibits unlawful harassment of its employees, applicants, or independent contractors in any form.

Violations of this policy will be subject to discipline, up to and including termination.

4.0 Reporting

Any employee who believes he or she has been discriminated against must immediately report any incident to MTA’s designated EEO Officer. MTA will not tolerate retaliation against any employee who reports acts of discrimination or provides information in connection with any such complaint.



Equal Employment Opportunity Program

January 2021 – December 2024

Equal Employment Opportunity Program: Adopted December 15, 2020; Effective January 1, 2021

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Introduction

Mason Transit Authority is committed to the concept and practice of equal employment opportunity in all aspects of employment. In developing and implementing this Equal Employment Opportunity (EEO) Program, Mason Transit Authority has been guided by established policy of providing equal employment opportunity.

Any goals which Mason Transit Authority has established herein are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing this EEO Program. The use and effect of goals and timetables in this EEO Program is not intended to discriminate against an individual or group of individuals with respect to any employment opportunity for which he, she, or they are qualified on the grounds that he, she, or they are not the named beneficiaries of affirmative action themselves. Indeed, nothing herein is intended to sanction the discriminatory treatment of any person.

Equal Opportunity Policy Statement and Reaffirmation

Mason Transit Authority (MTA) has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), age, genetic information, disability, veteran status, or other protected class.

MTA Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, upgrading, transfer, demotion, layoff, termination, rates of pay or other forms of compensation and treatment of employees.

All applicants and employees have the right to file complaints alleging discrimination with the EEO Officer or office. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.

MTA is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

As MTA's General Manager, I maintain overall responsibility and accountability for MTA's compliance with its EEO Policy and Program. To ensure day-to-day management, including program preparation, monitoring, and complaint investigation, I have appointed LeeAnn McNulty, Administrative Services Manager as MTA's EEO Officer. The Administrative Services Manager will report directly to me and acts with my authority with all levels of management, labor unions and employees. The EEO Officer can be contacted by phone at (360) 432-5738 or by email at lmcnulty@masontransit.org or allmta@masontransit.org.

All MTA executives, management and supervisory personnel, however, share in the responsibility for implementing and monitoring MTA's EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. MTA will evaluate its managers' and supervisors' performance on their successful implementation of MTA's policies and procedures, in the same way MTA assesses their performance regarding other agency's goals.

MTA is committed to undertaking and developing a written nondiscrimination program that sets forth the policies, practices and procedures, with goals and timetables, to which the agency is committed and make the EEO program available for inspection by any employee or applicant for employment upon request.

I am personally committed to a workplace that acts upon its daily responsibility to treat all applicants and employees with dignity and respect, as well as equitably under the guidelines of our EEO Policy and Program.

Signature

Date

Responsibilities for Implementation

Administrative Structure

The General Manager bears the overall responsibility for the implementation of Mason Transit Authority's EEO Program. The Administrative Services Manager, under delegation from the General Manager, serves as the EEO Officer for the organization. The Administrative Services Manager is responsible for implementing, coordinating, maintaining and evaluating the Program. Department managers are charged with the responsibility of carrying out the EEO Program within their departments, and for reporting with respect to implementation of the Program, to the Administrative Services Manager. Managers and supervisors are responsible to carry out the goals and objectives of the Program as delegated to them by their respective department managers.

The Administrative Services Manager is responsible for:

1. Reviewing current programs for broadening employment opportunities for all protected classes and to recommend new programs to assist Mason Transit Authority in achieving its EEO goals;
2. Reviewing the contents of the EEO Program and to recommend modifications to the Program when necessary;
3. Providing advice regarding the impact and feasibility of proposed modifications to the Program;
4. Reviewing departmental objectives and goals to ensure that EEO objectives are included;
5. Assisting in identifying employment barriers that might exist, making recommendations regarding the elimination of such barriers and assisting in breaking down such barriers; and
6. Providing information to Mason Transit Authority departments about progress toward achieving EEO goals.

The Administrative Services Manager is responsible for classification, compensation, and monitoring discipline of all employees; recruiting, evaluating, and referring applicants for employment, promotion, or transfer; maintaining liaison with organizations providing services to minorities, women, and the disabled; investigating internal complaints of discrimination and monitoring compliance with the goals of the EEO Program; and maintaining all personnel records and data necessary for monitoring and determining compliance with the Program that pertains to employment or compensation and classification matters.

A review of the EEO Program will be conducted annually to ensure successful implementation of the program.

Departmental Plans

In support of the EEO Policy and the EEO Program, each department manager shall, depending on their needs, develop goals and objectives related to their work environment which will contribute toward the overall goals and objectives established in the program.

Department Managers are responsible to:

1. Assist in the identification of problem areas and to establish department goals and objectives which will further the organization's commitment to equal employment opportunity;

2. Seek to participate in local minority organizations, women and disabled groups, community action organizations, and community service programs which are designed to promote equal employment opportunity;
3. Hold regular discussions with supervisors and other employees to assure the organization's policies and procedures are being followed;
4. Review the qualifications of departmental employees and applicants for employment to assure that all protected classes are given full opportunities for employment, promotion and transfer, training, compensation, and all other terms and conditions of employment;
5. Participate in periodic audits of all aspects of employment in order to ensure that the organization is in compliance with local, state, and federal laws and regulations pertaining to equal employment opportunity; and
6. Participate in the review and/or investigation of complaints alleging discrimination.

Dissemination

The EEO Program shall be made available to all parties via our website and upon request to all employees at the office of the Administrative Services Manager.

A copy of the EEO Program will be readily available to members of the public.

All new employees shall receive information describing employee related benefits and equal employment opportunity policies. A non-discrimination policy statement shall be included in employee handbooks and manuals.

Internal

All employees including managers and supervisors are fully informed of the EEO Program through actions which include, but are not limited to the following:

1. The EEO Policy will be included in, or referred to, in the organization's personnel policies and other appropriate in-house publications.
2. The EEO information will be provided to employees through normal communication channels including postings and employee memos.
3. EEO Policy and Program will be posted in Paylocity for all employees to acknowledge.
4. Bulletin board announcements and literature regarding the EEO Program shall be posted in appropriate work locations.
5. Presentation and discussion of the EEO Policy in new employee orientation sessions and All-Staff meetings or training sessions held at a minimum semi-annually. New employees are directed to the Personnel Policy Manual that includes the EEO Policy and are required to sign an acknowledgement of receipt and understanding of these policies/rules within 90-days of their appointment.
6. Conferencing with diverse employee groups including underutilized classes of women and minorities for suggestions in implementing and refining the EEO Program.

External

1. Community organizations have access to the organization's EEO Program via the Agency website. Agencies such as public and private employment agencies, educational institutions, local jurisdictions, unions, and agencies that assist minorities and persons with disabilities, and others that refer applicants may also request a copy by contacting the Agency directly.
2. The Administrative Services Manager, as the EEO Officer for Mason Transit Authority, will maintain liaison with organizations serving persons of minority status and females.

3. Recruitment sources, such as the media, public employment agencies, educational institutions and jurisdictions that receive Mason Transit Authority's employment announcements will be notified of the Equal Employment Opportunity Policy and Mason Transit Authority's interest in interviewing and hiring minorities and females for all positions.
4. All position announcements will include the following statement: "Equal Employment Opportunity Employer" or in an abbreviated form "EEO".
5. Contractors, sub-contractors, vendors, and suppliers will be notified of the Equal Employment Opportunity Policy.
6. All purchasing contracts and/or agreements over \$25,000 entered into by Mason Transit Authority shall contain language addressing Mason Transit Authority's Equal Employment Opportunity Policy.

Designation of Personnel Responsibility

The Office of the General Manager bears the overall responsibility and accountability for the implementation of Mason Transit Authority's Equal Employment Opportunity Program. The Administrative Services Manager, under delegation from the General Manager, serves as the Equal Employment Opportunity Officer (EEOO) for the organization. Mason Transit Authority does not consider it a conflict of interest for the Administrative Services Manager to serve as the EEOO. The agency is too small and does not experience enough EEO adverse activities to support a single position plus staff to administer the EEO. It is the experience of the agency that the Administrative Services Manager has adequate time and staff to act as the EEOO. The EEOO, in conjunction with managers and supervisors, performs employment-related duties in concurrence with the EEO Program, and the EEOO serves as a check and balance on employment practices. The EEOO is responsible for classification, compensation, grievance resolution, monitoring discipline of all employees, recruiting, evaluating, and referring applicants for employment, promotion, or transfer; maintaining liaison with organizations providing services to minorities, women, and the disabled; investigating internal complaints of discrimination and monitoring compliance with the goals of the Equal Employment Opportunity Program; as well as maintaining all personnel records and data necessary for monitoring and determining compliance with the Program that pertains to employment or compensation and classification matters.

The Administrative Services Manager is an executive who reports, and is directly responsible, to the agency's General Manager, and to whom top management support is given. The EEOO is identified by name in all internal and external communications regarding the agency's EEO Program.

When there is a conflict of interest regarding any EEO complaint, the complainant shall file their complaint directly with the General Manager. The General Manager bears overall responsibility for the actions of the EEOO. No conflicts of interest as described have arisen to date.

Mason Transit Authority's Administrative Services Manager exhibits effectiveness acting as the EEOO through:

1. Sensitivity to, and an awareness of, the varied ways in which discrimination occurs;
2. Total commitment to EEO program goals and objectives;
3. Knowledge of civil rights precepts, policies, rules, regulations, and guidelines; and
4. Sufficient authority and ability to work and communicate with others to achieve EEO goals and objectives.

The Equal Employment Opportunity Officer's program responsibilities include:

1. Developing and recommending EEO policy and programs, including internal and external communication;
2. Collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals;
3. Designing, implementing, and monitoring internal audit and reporting systems to measure

program effectiveness and to determine where progress has been made and where further action is needed;

4. Reporting regularly to the General Manager on progress toward meeting agency goals and on contractor and vendor compliance;
5. Serving as liaison between the agency, federal, state, and local governments, regulatory agencies, minority, disability, and women's organizations and other community groups;
6. Assuring that current legal information affecting equal employment opportunity is disseminated to responsible officials;
7. Overseeing the recruitment of minority, disabled, and female applicants and establishing outreach sources for use by hiring departments;
8. Concurring in all hires and promotions; and
9. Investigating employment discrimination complaints.

In addition, the Administrative Services Manager's program responsibilities include:

1. Review current programs for broadening employment opportunities for all protected classes and to recommend, explore or implement new programs to assist Mason Transit Authority in achieving its equal opportunity goals;
2. Review the contents of the Equal Employment Opportunity Program and to recommend modifications to the Program when necessary;
3. Review departmental objectives and goals to ensure equal opportunity objectives are included;
4. Review the agency's nondiscrimination plan with all managers and supervisors to ensure that the policy is understood;
5. Provide EEO training for employees and managers;
6. Notify employees and applicants of available training programs and professional development opportunities and entrance requirements;
7. Provide reasonable accommodation to applicants and employees who need them;
8. Assist in identifying employment barriers that might exist and make recommendations leading to the elimination of any such barriers; and
9. To provide information to Mason Transit Authority departments about progress toward achieving the equal opportunity goals.

While the EEO is responsible for coordinating, maintaining and evaluating the implementation of the EEO Program, department managers are charged with the responsibility for carrying out the Equal Employment Opportunity Program within their respective departments, as well as communicating on departmental implementation of the Program to the EEO. Managers and supervisors are responsible for carrying out the goals and objectives of the Program as an integral function of their jobs and as delegated to them by their respective department directors.

Managers' and supervisors' responsibilities in implementing the EEO Program include the following as befits the individual departments and divisions:

1. Assisting in identifying problem areas and establishing agency and department goals and objectives in support of the EEO Plan;
2. Being actively involved with local minority, disability, and women's organizations, community action groups and community service programs designed to promote EEO;
3. Participating actively in periodic audits of all aspects of employment in order to identify and to remove barriers obstructing the achievement of specified goals and objectives;
4. Holding regular discussions with other managers, supervisors, and employees to assure the agency's policies and procedures are being followed;
5. Reviewing the qualifications of all employees to assure that minorities, people with disabilities, and females are given full opportunities for transfers, promotions, training, wage increases, and other forms of compensation;
6. Participating in the review and/or investigation of complaints alleging discrimination or

- harassment;
7. Conducting and supporting career counseling for all employees;
 8. In conjunction with the EEO Officer, maintain and update the personnel database for generating reports required for the nondiscrimination report; and
 9. Participating in periodic audits to ensure that each agency department and division is in compliance with EEO requirements.

Employment Procedures and Practices

The following action-oriented procedures and practices which are designed to further the organization's commitment to Equal Employment Opportunity are continuing:

Employment

Mason Transit Authority will aggressively recruit the most qualified people to staff the organization; and in doing so, it will afford equal opportunity for employment, placement, training, promotion, and salary to all persons without regard to any protected status, including race, color, creed, national origin, marital status, age, sex, disabled veteran status, or the presence of any physical, mental or sensory disability, or any other factor not related to the requirements of a work assignment.

The Administrative Services Manager is responsible for establishing recruitment, examination and referral procedures and shall be responsible for all personnel activity at Mason Transit Authority.

Recruitment: When Mason Transit Authority determines that it is necessary to create a position or to fill a vacancy, the Administrative Services Manager will handle the recruitment in one of the following ways:

1. Open Competitive Recruitment:

An announcement will be developed which will include a brief description of the position, the minimum qualifications required to do the job, the salary or hourly wage, the period of time during which applications will be accepted, and a brief description of the selection process. The position announcement will be placed on Mason Transit Authority's designated bulletin boards, on the Mason Transit Authority website at www.masontransit.org and will be mailed to:

- State employment agencies, i.e., WorkSource
- Annual local Job Fair announcements which may be onboard our vehicles
- The placement office of appropriate educational institutions, i.e., Olympic College, The Evergreen State College, South Puget Sound Community College
- Agencies within Mason County which serve minority groups
- Appropriate minority focused media or organizations

A brief version of the announcement will appear in the classified employment section of the appropriate local/regional newspaper(s).

2. Internal Competitive Recruitment

When the Administrative Services Manager determines that there are an adequate number of employees who might be qualified for a position vacancy, the recruitment will be handled as follows:

A position vacancy notice will be developed as outlined above and the notice will be placed on designated bulletin boards within the organization and in Paylocity Community. If an adequate number of qualified candidates do not apply for the position, the Administrative Services Manager in conjunction with the hiring department may extend the recruitment period or move to the open recruitment process defined above.

Selection Process

Each step in the selection process will be designed to test the knowledge and skills required to perform the work in a specific position. Applicants will be treated in a uniform manner and without regard to any protected status including race, color, creed, national origin, marital status, age, sex, disabled veteran status, or the presence of any physical, mental or sensory disability, and with proper regard for their privacy and constitutional rights.

It is Mason Transit Authority's policy that spouses and immediate family shall not be employed in positions where one supervises the other, or audits, his/her work, or where they are in direct or potential competition with each other. Conviction records shall not be used as a factor in hiring except when a particular type of conviction has a direct relationship to the position involved.

Applicant Evaluation

Preliminary screening of applications shall be done by the Administrative Services Manager or his/her designee, and the hiring department manager. The weights assigned to each step in the evaluation process or to any test which is administered will be determined by the Administrative Services Manager and hiring department manager based on the requirements of the position. The evaluation will consist of, but not be limited to, the following steps:

1. The accurate completion and timely filing of the application and such other supplemental forms or required attachments as described in the position announcement;
2. An evaluation of the application to determine whether or not the applicant meets the stated minimum requirements of the position;
3. Any one or more of the following procedures: a written or video test, an oral interview, a performance test, or an evaluation of experience and training to determine qualifications.
4. Verification of any required licenses, certifications, work history, driving records, academic records, or other records as may be required to fulfill the duties of the position;
5. An interview with the hiring department;
6. A medical examination and/or medical tests to determine fitness for the position including required pre-employment drug tests in the case of hiring for a safety-sensitive position; and
7. A check of personal and professional references; and
8. The evaluation of the individual's performance during the applicable probationary employment period, if any.

Trainee Opportunities

Trainees may be accepted for on-the-job training for those positions for which there is sufficient guidance and supervisory personnel to develop employee potential. The existence of such positions shall be determined by the hiring department manager with approval of the General Manager.

Job Descriptions

Job descriptions are periodically reviewed, evaluated and, where necessary, revised to ensure that they are job-related and consistent for the same job from one department or unit to another. Job descriptions are reviewed to ensure that they are job-related and do not screen out minorities and women. The job descriptions used are made available to those members of management who are significantly involved in recruiting, screening, selecting and promoting. Recruitment sources are provided with the requisite job-related information, and thus are able to recruit qualified persons on a nondiscriminatory basis.

Transfer and Promotion Practices

Mason Transit Authority's transfer, reclassification and promotion practices monitored on an annual basis to ensure that lateral and vertical movement occurs without regard to any protected status, including race, color, creed, national origin, marital status, age, sex, disabled veteran status, or the presence of any physical, mental or sensory disability.

Compensation and Benefit Programs

The object of Mason Transit Authority's compensation and benefit programs is to permit the organization to attract, retain and motivate high caliber employees and to provide compensation and benefits commensurate with the organization's financial goals and constraints, and with comparable and competing organizations. The compensation and benefit programs are periodically reviewed to ensure equal treatment is provided to all employees. The established programs are nondiscriminatory and are administered without regard to any protected status, including an individual's race, color, creed, national origin, marital status, sex, disabled veteran status, or physical, mental or sensory disability.

Disciplinary Process

Mason Transit Authority uses a system of progressive discipline including, but not limited to, the use of counseling sessions (informal) for minor infractions, oral and/or written warnings (formal) for more serious infractions or repeated violations, and suspension and/or termination for significant conduct violations.

Mason Transit Authority's Performance Counseling Policy is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. It has been designed to be consistent with the agency's values, human resources best practices and employment laws. The approach is to emphasize the opportunity for the employee and the supervisor to resolve performance problems through discussion and coaching, while recognizing that acceptable performance is the goal the employee must achieve. Through all steps of the Performance Counseling, the employee is outlined with expectations and the outcome should the performance not improve.

All employees are afforded the opportunity to verbally or in writing respond to any alleged infraction or violation prior to the administration of disciplinary action. Employees are also provided a copy of Mason Transit Authority's Personnel Policy Manual at the time of their hire and throughout their employment as rules and regulations are amended or changed.

The assessment of the disciplinary action imposed upon employees by Mason Transit Authority during this reporting period indicates that the rules and regulations set by Mason Transit Authority are applied fairly and consistently without discrimination.

Work Force Composition/Statistical Data

The current workforce composition, the organization's departments and employee movement activity by minority and female status are listed below. Also, listed below is the number of applicants for employment in each job category that we had filled externally and internally year to date to include the number hired, cross-referenced by sex and race.

We review this data to identify any adverse effect in personnel processes for minorities and women.

Equal Employment Opportunity Job Categories for All Departments

A EXECUTIVE SENIOR LEVEL OFFICIALS/MANAGERS

General Manager (1)
Administrative Services Manager (1)
Operations Manager (0)
Maintenance Manager (0)

B PROFESSIONALS

Executive Assistant/Clerk of the Board (1)
Operations Supervisor (1)
Safety & Trainer Supervisor (1)
Comm Center Supervisor (0)
System Administrator (0)
Building Superintendent (0)

C ADMINISTRATIVE SUPPORT

Customer Service Representative/Scheduler/Dispatcher (3)
Outreach/Transit Planner (1)
Accounting Assistant (2)
Technical Support (0)

D OPERATIVES

Operators (11)
Worker/Driver Operators (0)

E CRAFT WORKERS

Lead Mechanic (0)
Service Mechanic (0)

F SERVICE WORKERS

Detailer/Fueler (0)
Facility Tech (0)
Custodian/Maintenance (0)

Position Titles and Descriptions for All Departments

Administrative Department

General Manager: Provides leadership and managerial direction to all MTA services and resources and serves as principal advisor to the Mason Transit Authority Board. Directs transit operations, maintenance, planning, marketing, financial and human resource functions to attain the goals and objectives of the system. Ensures the efficient utilization of employees, funds, materials, facilities, and time. Establishes annual goals and objectives, short- and long-range plans, and procedures to ensure the policy direction of the Authority Board is carried out in an expeditious and cost-effective manner. A primary responsibility is to serve as a representative and to strengthen relationships with other agencies, jurisdictions, state and federal regulatory agencies, local media, citizen interest groups and private businesses.

Administrative Services Manager: This position plans, organizes, manages and oversees the agency's administrative staff and activities including all aspects of Human Resources; Drug and Alcohol Program Management; fare revenue; contracts; grant management and compliance; financial accounting and reporting; forecasting and planning to ensure fiscal health and sustainability; budget preparation; payroll and procurement. Assures compliance in Human Resources and financial management of state and federal policies, regulations and requirements. Assist other departments in Human Resources including training, corrective action, hiring, investigations and termination proceedings. This position serves as the EEO Officer, Drug and Alcohol program manager, and Title VI coordinator.

Accounting Assistant: Responsible for accounts payable, accounts receivable, payroll, cash receipts and a variety of accounting controls in support of financial accountability and good stewardship. Responsible for the Volunteer Driver program administration and Human Resource assistance.

Executive Assistant/Clerk of the Board: this position is responsible for providing high-level administrative support by conducting research, handling information requests, and performing clerical functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings. This position also serves as Clerk of the Board to MTA's governing Board, responsible for agency records, Public Records Requests and serves as the Public Records Officer.

System Administrator: Responsible for leading and performing all IT related activities of the agency. This position is accountable for ensuring continuity of IT systems throughout the agency through planning, technical leadership and project management. Maintain and monitor end-user workstations and productivity on local area network. Perform a variety of maintenance, software installation, end-user support and training tasks to ensure end-user workstations and network performance meet MTA and user requirements. Provide support to staff on all MTA-supported applications. Troubleshoot computer problems, determine source and advise on appropriate action.

Technical Support Analyst: Perform a variety of maintenance, software installation, end-user support and tasks to support and ensure workstations and network performance meet MTA and user requirements. Provide support to staff on all MTA-supported applications. Troubleshoot computer problems, determine source and advise on appropriate action.

Operations Department

Operations Manager: Plans, organizes, directs and controls the provision and operation of public transit services including fixed route and demand-response and associated safety and training programs; ensures and leads service coordination, quality and transit security efforts; supports, supervises, maximizes and evaluates the performance of team personnel. Develops and implements policies and procedures. Reviews system performance and reporting of transit services. Oversees compliance with the Americans with Disabilities Act regulation and appeal processes.

Operations Supervisor: Plans, supervises and coordinates activities to monitor, evaluate, control and maintain the quality of scheduling, fixed-route, dial-a-ride, route deviated and special event transportation services; supervises and evaluates drivers; reviews and takes appropriate action regarding events, accident and incident reports, customer comments, employee attendance and other performance areas.

Safety and Trainer Supervisor: Conducts transit driver, worker/driver, and other employee training and retraining in safe vehicle and equipment operation, passenger relations, emergency and accident procedures; conducts training analysis, serves on inter and intra-organizational committees, including MTA's Safety Committee and Service Review Committee, Mason County Emergency Management planning team and others as assigned; prepares, provides and evaluates training programs and initiatives.

Communication Center Supervisor: Plans, supervises and coordinates activities to monitor, evaluate, control and maintain the quality of scheduling, dispatching, fixed-route, dial-a-ride, route deviated and special event transportation services provided to the riding public in accordance with established Agency standards; coordinates a team approach to training, supporting, assisting, supervising and evaluating dispatcher/schedulers; reviews and takes appropriate action regarding events, accident and incident reports, customer comments, and other performance areas.

Scheduler/Dispatcher: Dispatches and coordinates movement of transportation service vehicles to various locations within the agency's service area. Receives and processes ride requests for demand response and route deviated services. Responsible for scheduling and dispatching fixed route, dial-a-ride, route deviated and special event services and the coordination of drivers and vehicles.

Operator (Driver/Worker-Driver): Responsible for providing efficient and safe operation of motor vehicles, passenger assistance, radio operations, recordkeeping and adherence to all applicable laws. Responsible for providing excellent customer service, properly collecting all authorized fares; and promoting and maintaining positive relationships with customers and co-team members.

Outreach/Transit Planner: Coordinates ridership and community outreach projects and events; assists in planning, coordinating and implementing complex short and long-range service goals; works with the public, other transportation planning agencies and Mason Transit Authority staff to help design and implement efficient and productive transit service; collects and studies ridership trends, demographics and community development projections to create projections based upon best available data; analyzes fixed route structure and alignment, making route and service change recommendations; reviews efficiency and effectiveness of Dial-a-Ride; and assures compliance with state and federal ridership reporting requirements.

Maintenance Department

Maintenance Manager: Plans, organizes, leads and ensures the overall safety practices and maintenance functions for preventative maintenance and repair of all fleet vehicles and agency facilities; supports, maximizes and evaluates the performance of team personnel. Supports and plans capital projects. Requires effective and cooperative relationships with other MTA teams, community and transit leadership. Develops budget and schedule for vehicle replacement and departmental needs.

Lead Mechanic: Plans, coaches, and coordinates activities to monitor, evaluate, control and maintain the overall safety practices and preventive maintenance, routine service and repair of all MTA owned vehicles and equipment in accordance with established Agency standards; coordinates workload for service mechanics; reviews and takes appropriate action regarding events, accident and incident reports, and customer comments.

Service Mechanic: Responsible for performing preventative maintenance, diagnosis and necessary general repairs on all diesel, gasoline and alternative powered vehicles and equipment.

Detailer/Fueler: Provides support to the Maintenance Department by performing a variety of duties including fueling, washing, cleaning and detailing transit vehicles

Facility Technician: Responsible for a variety of maintenance tasks to MTA facilities including ground maintenance such as mowing and trimming; makes repairs to shelters and bus stops; special projects such as painting and construction; maintain irrigation systems.

Custodian/Detailer: Responsible for providing support for facilities maintenance and the custodial requirements of the Agency to maintain the cleanliness of all MTA's facilities, and to perform fueling and detailing of vehicle interiors and exteriors.

Building Superintendent (T-CC): Oversee the day-to-day operations of the community center components of the T-CC, including custodial, safety, security, maintenance and transit services coordination; serve as tenant liaison and resolve tenant issues; oversee event rental and setup, assign workload of T-CC Assistant/Custodian based on facility needs; track T-CC usage and report to management; track cost and budget for the T-CC.

Custodian (T-CC): Responsible for assisting in the implementation of a wide variety of activities at the MTA Transit-Community Center (T-CC), including but not limited to, major custodial and maintenance duties, event set-up, clean-up, and oversight of events at T-CC.

Work Force

As of October 1, 2020, the work force composition consists of a total of sixty-nine (69) employees. Of that number, eight (8) or 11.6% are minorities and twenty (22) or 32% are women.

Employment Opportunities (External Recruitment)

During the year 2019, a total of thirteen (13) employees were hired into vacant or new positions. Of that number one (1) or (8%) were women. One (1) minorities or (8%) were hired.

The following positions were filled through external recruitment efforts:

| | |
|--|--------|
| A. Executive/ Senior Level Officials/ Managers | None |
| B. Professionals | None |
| C. Administrative Support Workers | One |
| D. Operatives | Twelve |
| E. Craftsmen | None |
| F. Service Workers | None |

In 2020 to date, a total of four (4) employees were hired into vacant or new positions. Of that number no (0) or (0%) were women. No (0) minorities or (0%) were hired.

The following positions were filled through external recruitment efforts:

| | |
|--|------|
| F. Executive/ Senior Level Officials/ Managers | None |
| G. Professionals | None |
| H. Administrative Support Workers | None |
| I. Operatives | Four |

| | |
|--------------------|------|
| J. Craftsmen | None |
| F. Service Workers | None |

Promotions/Transfers (Internal Recruitment)

During the year 2019, one individual was promoted from part time to full time status. Of the one internal promotion, one (1) was a non-minority male.

In 2019, two other individuals were promoted into different positions. Of the two internal promotions, two (2) were non-minority males.

During 2020, one (1) individual was moved from full-time to part time status. This one (1) individual was a minority female.

In 2020, one (1) individual was temporarily transferred from an Operative to Professional position. This one (1) individual was a non-minority male.

In 2020, one individual was demoted from one (1) position within Professionals to another position with Professionals. This one (1) individual was a minority female.

Terminations/Separations (Involuntary/Voluntary)

In 2019, 6 employees separated from Mason Transit Authority employment as illustrated below.

- Voluntary (resignations):
Two (2) were non-minority males
- Involuntary:
Two (2) non-minority male
Two (2) non-minority female

The termination's/resignations (includes retirement) by job category are as follows:

| | |
|--|------|
| A. Executive/ Senior Level Officials/ Managers | None |
| B. Professionals | None |
| C. Administrative Support Workers | None |
| D. Operatives | Six |
| E. Craftsmen | None |
| F. Service Workers | None |

During 2020 to date, 19 employees separated from Mason Transit Authority employment as illustrated below.

- Voluntary (resignations/retirements):
Six (6) were non-minority male
One (1) was a minority male
One (1) was a minority female
- Involuntary (terminations/lay-offs):
Nine (9) were non-minority male
One (1) was a minority female
One (1) was a non-minority female

The termination's/resignations (includes retirement) by job category are as follows:

| | |
|--|----------|
| A. Executive/ Senior Level Officials/ Managers | None |
| B. Professionals | Three |
| C. Administrative Support Workers | Three |
| D. Operatives | Thirteen |
| E. Craftsmen | None |
| F. Service Workers | None |

Disciplinary Actions

Mason Transit Authority's Performance Counseling Policy applies to all Mason Transit Authority employees and is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior through a progressive discipline approach. MTA collective bargaining agreements mirror the language of the Performance Counseling Policy.

In 2020, there was one (1) occurrence of a suspension of a non-minority, male Professional, resulting in a loss of pay during the suspension period.

2019/2020 Applicant Flow by Job Category, Number Hired, Cross-Referenced by Sex and Race

| Job Category (16 positions filled) | # of Applicants | # of People Hired | # of Applications M/F | | | # of Applications by Race | | | | | | | |
|--|--------------------|-------------------------|-----------------------|-----------|----------|------------------------------|----------|---------------------|----------|--------------------|----------|----------------|-----------|
| | | | Male | Female | N/A | Non- Minority | Hispanic | African American | Asian | American Indian | Other | Gender Only | Blank |
| Professional | 12 | 1/M-NM | 7 | 5 | 0 | 7 | 1 | 1 | 1 | 0 | 1 | 0 | 1 |
| Craftsman | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operator | 84 | 13/M- NM 1/F-AI | 75 | 8 | 1 | 55 | 2 | 0 | 1 | 2 | 3 | 3 | 18 |
| Administrative Support Worker | 13 | 1/M-NM | 10 | 2 | 1 | 10 | 0 | 0 | 2 | 0 | 0 | 0 | 1 |
| Total | 109 | 15/M 1/F | 92 | 15 | 2 | 72 | 3 | 1 | 4 | 2 | 4 | 3 | 20 |

| Job Category (16 positions filled) | # of Applicants | # of People Hired | # of Veteran Applicants | | | | # Applicants with Disability | | | |
|--|--------------------|-------------------------|-------------------------|----------|------------------------|-----------|---------------------------------|------------|----------------------------|-----------|
| | | | Not a Veteran | Veteran | # of Veterans Hired | Blank | No Disability | Disability | # Hired with Disability | Blank |
| Professional | 12 | 1 | 10 | 2 | 0 | 0 | 10 | 2 | 0 | 0 |
| Craftsman | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operator | 84 | 14 | 52 | 5 | 1 | 27 | 49 | 5 | 3 | 30 |
| Administrative Support Worker | 13 | 1 | 12 | 1 | 0 | 0 | 10 | 0 | 0 | 3 |
| Total | 109 | 16 | 74 | 8 | 1 | 27 | 69 | 7 | 3 | 33 |

Monitoring and Reporting

To ensure our Equal Employment Opportunity Program remains effective, we will review our statistical data pertaining to our external applicant flow data, internal promotional activity, grievance, separation activity and EEO compliant activity on an annual basis. We will do this to help us understand the current overall demographics of our workforce and to determine if there are any disparate impacts to address based on our employment practices and opportunities for improvement.

After reviewing and analyzing this data, the EEO officer will meet with the GM and department heads annually to share the results of the employment activity mentioned above and make any necessary recommendations. From these meetings, the EEO Officer will make any necessary changes to our plan in order for Mason Transit Authority to continue its commitment as an equal opportunity employer and an employer of choice.

Monitoring program components will consist of:

- Ensuring that the EEO Policy and related information is being disseminated properly
- Maintaining and monitoring records on all sources of referrals, applicants, hires, promotions, transfers and terminations by race and sex
- Reviewing all testing selection, promotion and training procedures to ensure nondiscrimination
- Studying the utilization analysis for women and minorities and establishing goals for all job groups showing underutilization
- Reviewing progress toward established goals and making necessary adjustments to correct potential deficiencies
- Monitoring, measuring and evaluating individual department implementation outcomes on a quarterly basis
- Reviewing and providing report results to the General Manager and department heads

Mason Transit Authority has no subrecipients or contractors who meet the EEO program requirement threshold, and accordingly has no responsibility for external monitoring, except to make sure that any outside entities involved with recruitment or training have a copy of the EEO policy statement and undertake all recruitment and training activities in compliance with this program.

The EEO Officer and the General Manager will review all Collective Bargaining Agreements and all contractual provisions to ensure there is not a disparate impact.

Upon receipt of any concern or complaint submitted by an employee or applicant who feels he or she has been treated in a discriminatory fashion, the EEO Officer will investigate and provide results to the General Manager within 30 days. The EEO Officer will track claims to determine and identify any trends and to ensure that the investigation and resolution process is timely and fair.

The EEO Officer will report quarterly to the Executive Team, which consists of the General Manager and department managers, the progress of the EEO program and results of monitoring, including but not limited to hiring, promotions and status of EEO complaints.

The EEO Officer will review and approve the EEO training for supervisors. The training will include Anti-Discrimination and Harassment training as well as Diversity and Inclusion. Training will also include hiring, promotion and training procedures.

The EEO Officer will meet annually with the General Manager and/or Administrative Services Manager to review goals and statistics on employment practices and policies. All new job descriptions will be reviewed by the EEO Officer to ensure that the position requirements are legitimate and do not cause a disparate impact. All changes and revisions of personnel policies will be review by the EEO Officer to

ensure compliance to EEO regulations and that the policy supports Mason Transit Authority EEO Program goals.

Goals and Timetables

A goal is defined as a target for the hiring and/or the promoting of women and minorities in a job category in which statistically underutilization has existed in the job category. A goal is not a rigid or inflexible quota, but rather a reasonably attainable objective which is to be aggressively pursued by applying every good faith effort to make all aspects of the Affirmative Action Program work.

Short term goals represent the next increase in minority and/or female employment in a particular job category within the next eighteen (18) month period. Long term goals are projected on a five-year basis. Both short- and long-term goals must be flexible and capable of modification in order to ensure they provide practical results. The goals are based on anticipated employment opportunities, which may result from the need to address staff increase, turnover rate, promotion and job availability.

A. Short Term Goals

Short-term goals reflect service and staff expectant needs within the next 6- to 12-month period and with a very low turnover rate (both historically and projected), opportunities for correcting underutilization will be improved. However, Mason Transit will aggressively pursue the overall objectives of the Affirmative Action Program by affording employment preference to women and minorities in the underutilized job categories within this program.

B. Long Term Goals

Over the next 5-year period, it is anticipated that expansion of the fixed route service will occur, which will result in an increase in the Operator workforce. A limited number of drivers and supervisors may be required to put the increased service into effect. Most job categories will see increases in the next five years.

Identification of Problem Areas

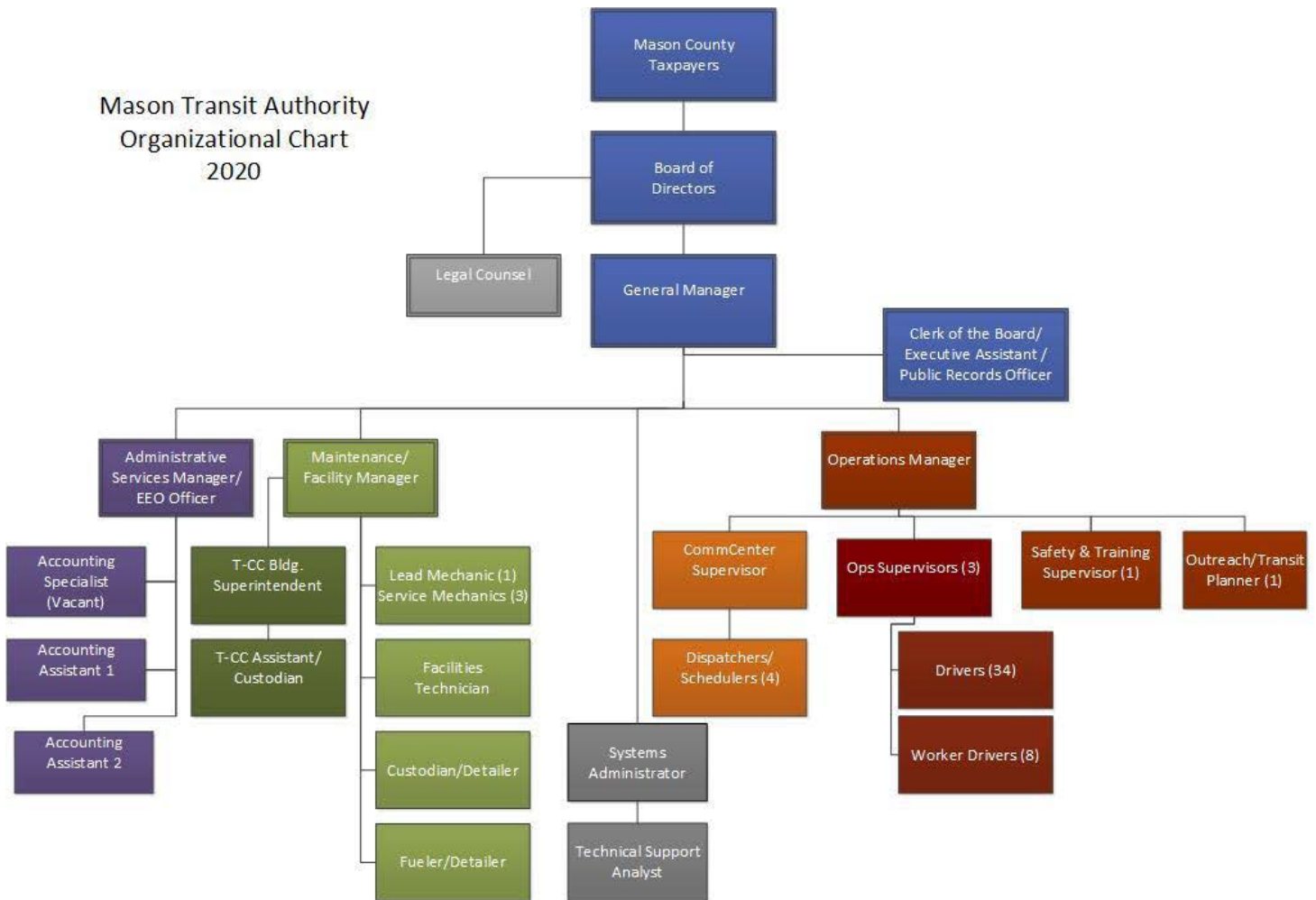
- Potential Problem: Insufficient female applicants for jobs in the skilled trades.
 - ✓ Corrective Action: Increase applicants by more frequent contacts with schools and other agencies serving this population. Encourage female employees to refer female applicants.
- Potential Problem: Underutilization of minorities and women in specific jobs.
 - ✓ Corrective Action: Attempt to reach targeted groups through the utilization of minority publication, community organization and personnel agencies.
- Potential Problem: Lack of programs to facilitate upward mobility.
 - ✓ Corrective Action: Encourage employees to enter work/study programs and especially encourage minority and female participation.
- Potential Problem: Position descriptions may request qualifications not absolutely necessary to perform the job.
 - ✓ Corrective Action: Conduct annual review of position description to ensure they reflect job functions and do not require qualifications which may make it difficult for female and minorities to apply for positions.

Grievance Process

An applicant or employee who thinks he or she is being treated unfairly in employment opportunities because of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), age, genetic information, disability, veteran status or other protected class may file a complaint with the EEO Officer. If the EEO Officer is unsuccessful in resolving the complaint, the individual may file the complaint with the General Manager.

If not satisfied with the General Manger's course of action, the individual may choose to file a complaint with either the Washington State Human Rights Commission or the Federal Equal Employment Opportunity Commission.

Organization Chart as of October 1, 2020



Updated 10/1/2020

Appendix A: Good Faith Efforts Made/Areas of Opportunity

Recruitment Process/Applicant Flow:

An analysis of the minority and female applicant flow at this facility December 4, 2020 reveals that this population has shown interest in job opportunities at Mason Transit Authority – approximately 16% were minority and 13.7% were female.

To further our equal employment opportunity commitment, we will continue to aggressively recruit (through advertising media, job fairs and referral sources) women and minority applicants for all job openings.

In addition to the above applicant flow sources, we will proactively seek out local diverse organizations and associations at our local community college to make Mason Transit Authority more visible and known. We hope to attract more women and minority applicants with this targeted approach. With our efficient and seamless online solution to recruitment, we hope that this will make our job opportunities more visible to attract more applicants and make it easier for them to apply. This has also enabled us to more efficiently track and manage our applicant flow data electronically for retention and reporting needs.

Lastly, we have looked at ways to improve our screening process to give as much opportunity for individuals to qualify for our jobs. For driver recruitment, we have implemented A Day in the Life of a Driver, which has helped applicants get an understanding of what it is like to be a bus operator prior to being hired.

Training Programs

Training is a top priority for Mason Transit Authority and all employees - including minorities and women - are afforded equal opportunity to participate, depending on the particular training activity, need, or subject. Mason Transit Authority seeks within the limits of available resources, to offer training to increase an employee's skills and knowledge that is directly related to their duties/functions, or to maintain required licenses and certifications as part of the position.

Desegregated Facilities

All of our facilities have been desegregated in common areas.

Transportation

The availability of adequate transportation has not impeded the employment of minority or female employees to any significant degree. Mason Transit Authority provides transportation to all its guests free of charge in-county and for a fee of \$1.50 out of county. Several types of passes are available for out of county services as well. Employees and their dependents receive free bus passes.

Technical Compliance

We are in compliance with all technical requirements such as poster display, application retention, subcontractor notification, and the inclusion of the Equal Employment Opportunity clause in all appropriate contracts or agreements entered into provided by Mason Transit Authority.

Work Force Attitude

Management staff is available to assist in the resolution of problems at all times. Management has taken prompt action and has a strong commitment toward preventing harassment in the work environment and maintaining a positive work environment. Mason Transit Authority has made a commitment to its employees to provide additional training sessions on workplace/sexual harassment and Americans with Disabilities Act as time permits.

The overall work force attitude has enabled Mason Transit Authority to foster a culture of caring and respecting each of our unique differences and that of the community we serve. At this time, we have not received any official internal or external EEO violation complaints. We continue to monitor this activity and will make any needed improvements in order to sustain a positive work force attitude.

Review of EEO Performance

To enable this facility to meet federal EEO reporting requirements and provide information for internal analysis, reviews will be made of EEO Performance and this document will be updated on an annual basis.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 4 – *Actionable*
Subject: Update of Travel and Travel Reimbursement Policy (POL-402)
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: December 15, 2020

Background:

This policy was last updated in 2017 and there are just a few changes. Since MTA recently purchased newer vehicles, there is no need for employees to use their own vehicles. Section 6 was relocated for flow of content within the policy and Section 7.0 on Accommodations was changed to reflect that accommodation expenses are a rate and not a per diem as published by GSA.

This updated policy has been reviewed by the Policy Review Committee and Legal Counsel.

Summary: Approve the revised Travel and Travel Reimbursement Policy (POL-402).

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve and adopt Resolution No. 2020-46 that approves the revised Travel and Travel Reimbursement Policy (POL-402).



Title: Travel and Travel Reimbursement Policy
Number: 402
Effective: ~~November 1, 2013; UPDATED July 15, 2014; REVISED December 15, 2015;~~
~~REVISED October 17, 2017~~December 15, 2020
 Cancels: ~~POL-4500-35~~Resolution No. 2017-28
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Authority Board
~~Resolution No. 2013-17; 2014-18; 2015-29;~~
~~2017-28~~2020-46

POL-402 TRAVEL AND TRAVEL REIMBURSEMENT POLICY

The purpose of this policy is to establish guidelines to authorize travel on behalf of Mason Transit Authority (MTA) and to reimburse employees for travel and business expenses that are compliant with state and federal laws ensuring the responsible use of taxpayer dollars. This policy applies to all MTA employees, officially recognized volunteers of MTA and members of the Board (herein after “employee” refers also to officially recognized volunteers and members of the Board.)

1.0 Travel Authorization and Approval

An employee is considered to be in a travel status when more than 50 miles from the agency and the employees’ residence, using the most direct route.

The employee’s manager must authorize all travel, related expenses and alternative travel requests in advance. The General Manager must also authorize all out-of-state travel requests. This authorization is obtained by completing a Travel Form prior to making any reservations.

Prudent judgment is expected when incurring travel expenses while conducting official MTA business. Employees should consider methods of travel and times of travel which minimize costs to MTA. Employees who, for personal reasons, extend travel or travel to alternate destinations cannot incur additional expenses for the agency.

MTA intends to reimburse using standard practices such as those set by the Washington State Office of Financial Management (OFM) and the Federal General Services Administrations (GSA). MTA adheres to IRS Code Section 463, under “An Accountable Plan.”

The team manager and/or general manager is authorized to administer the procedures for reimbursement of travel expenses to allow for full flexibility when necessary, provided that reasons for deviations from the policy are fully documented.

See Also: [POL-206](#); POL-401; PRO-401; PRO-402; FRM-402A; FRM-402B



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~~2017-28~~2020-46

2.0 Travel Expenses and Allowances

MTA reimburses employees for allowable expenses incurred while traveling on MTA business. Once approved, travel arrangements may be charged to a MTA credit card or personal credit card to be reimbursed to the employee.

3.0 Airfare

MTA will cover employee cost for actual coach airfare for the approved travel. Reservations should be made as far in advance as possible to take advantage of the most economical rate. The employee must pay additional charges for personal detours, flight upgrades, reservation changes (unless beyond control of the employee), etc.

4.0 Personal Agency and Agency Personal Vehicles

Agency vehicles are available for business use. If an agency vehicle is unavailable, employees may use personal vehicles and be reimbursed for mileage at the IRS business rate. Employees should carpool to the extent practicable when two or more employees are traveling to the same destination for the same period of time. A vehicle may be taken home for travel the following day.

~~An employee may choose to use a personal vehicle in lieu of taking an agency vehicle or carpooling in an agency vehicle and be reimbursed at 50% of the IRS Standard Mileage Rate. All other transportation cost such as ferry fees and parking are allowed and will be reimbursed at actual cost. Any deviation from the 50% IRS Standard Mileage rate when using a personal vehicle must be pre-approved by general manager and documented with an explanation.~~

~~Exceptions to the reimbursement rate may be allowed for mileage to and from the airport. In these situations, the employee will be reimbursed at the IRS Standard Mileage Rate.~~

Please note that family members may not travel in agency vehicles, due to insurance liability issues.

Employees should use airport shuttles, taxis, rideshare services or public transportation onto their destination whenever possible. If a rental car is necessary, reimbursement is

See Also: POL-206; POL-401; PRO-401; PRO-402; FRM-402A; FRM-402B



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Approved by: Authority Board
~~Resolution No. 2013-17; 2014-18; 2015-29;~~
~~2017-28~~2020-46

limited to the cost of a compact car, unless three or more employees are traveling together. Employees should purchase only auto physical damage insurance, since Washington State Transit Insurance Pool (WSTIP) covers liability insurance for rental cars.

5.0 Parking, Taxi, and Tolls

MTA will reimburse employees for business-related parking fees. ~~SeaTac~~Airport parking costs will be reimbursed for more than one day only in off-premise parking lots (park and shuttle). The ~~SeaTac-airport~~ parking garage should only be used to park for one day or less.

Bridge and road tolls, shuttle, and taxi expenses are reimbursable.

6.0 Per Diem

Per diem is available for meals and will be reimbursed using federal per diem rate published by the Department of General Service Administration (GSA). (www.gsa.gov/perdiem)

When a meal is provided by an organization or included in a registration fee, the per diem rate will be reduced for each meal provided.

Excess travel advances, if requested and received, must be reimbursed to MTA upon return.

6.07.0 Accommodations

Accommodation expenses will be reimbursed at the designated ~~per diem rate published by GSA. and are only for a standard single room.~~ Ask for the government rate or discount when making reservations.

When lodging is part of the official business package (meetings held in a hotel or if arrangements have been made to reserve a block of rooms for participants) an employee may use accommodations provided. Any other deviation from the designated ~~per diem~~ rates must be pre-approved by the employee's team manager and documented with an explanation.

Employees may stay over the night before if the conference starts before 9:00 AM the

See Also: [POL-206](#); POL-401; PRO-401; PRO-402; FRM-402A; FRM-402B



Title: Travel and Travel Reimbursement Policy
Number: 402
Effective: ~~November 1, 2013; UPDATED July 15, 2014; REVISED December 15, 2015;~~
~~REVISED October 17, 2017~~December 15, 2020
 Cancels: ~~POL-4500-35~~Resolution No. 2017-28
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Authority Board
Resolution No. ~~2013-17; 2014-18; 2015-29;~~
~~2017-28~~2020-46

following day.

When lodging expense is increased because it includes family members traveling with the employee, the employee shall pay the difference in cost directly to the lodging facility.

Itemized receipts for hotel accommodations are required to be submitted upon return.

~~7.01.0 Per Diem~~

~~Per diem is available for meals and will be reimbursed using federal per diem rate published by the Department of General Service Administration (GSA) (www.gsa.gov/perdiem)~~

~~When a meal is provided by an organization or included in a registration fee, the per diem rate will be reduced for each meal provided.~~

~~Excess travel advances, if requested and received, must be reimbursed to MTA upon return.~~

8.0 Travel and Work Time

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly worktime when it cuts across the employee's workday. The employee is simply substituting travel for other duties. The time is not only hours worked on regular working days during normal working hours but also during the corresponding hours on nonworking days. Thus, if an employee regularly works from 9 a.m. to 5 p.m. from Monday through Friday, the travel time during these hours is worktime on Saturday and Sunday, as well as on other days. Regular meal period time is not counted. Non-exempt employees whose time while traveling away from home will result in overtime in a pay period are required to flex (reduce) their working time in the pay-period whenever possible to avoid additional costs.

9.0 Incidental Expenses

Incidental expenses for fees and tips given to porters, baggage carriers, hotel and restaurant staff, flight attendants and others for personal services performed are expenses and will be reimbursed according to GSA guidelines.

See Also: [POL-206](#); POL-401; PRO-401; PRO-402; FRM-402A; FRM-402B



Title: Travel and Travel Reimbursement Policy
Number: 402
Effective: ~~November 1, 2013; UPDATED July 15, 2014; REVISED December 15, 2015;~~
~~REVISED October 17, 2017~~December 15, 2020
 Cancels: ~~POL-4500-35~~Resolution No. 2017-28
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Authority Board
Resolution No. ~~2013-17; 2014-18; 2015-29;~~
~~2017-28~~2020-46

10.0 Miscellaneous

Other business-related expenses may be reimbursed with the approval of the employee’s manager. Receipts must be submitted for reimbursable costs incurred during travel. Examples of business-related expenses include, but not limited to, business phone calls, fax machine charges, computer or business center charges and, business meals, ~~etc.~~

11.0 Non-Reimbursable Expenses

Employees will not be reimbursed for the cost of:

- Movies, video rentals, and/or airplane earphones;
- Alcoholic Beverages;
- Childcare;
- Upgrades (flight upgrades, upgraded car rentals, larger hotel rooms, etc.);
- Laundry services (Unless incurring a minimum of four (4) consecutive nights lodging on official travel.) Receipts required.)

12.0 Travel Advance

A travel advance may be requested when completing the Travel Form. Any travel advance is only an estimate of expenses and is for meal per diem only. The cost of airline tickets, rental cars, and hotel accommodations are paid by company credit card or personal credit card, rather than a cash advance.

13.0 Responsibility and Accountability

It is the employee’s responsibility to submit receipts for expenses not included within the per diem and to account for advances made within a reasonable time. Excess travel advances not returned will be treated as W-2 wages per IRS Code Section 463, under “An Accountable Plan.”

If applicable receipts are not submitted, the employee’s travel reimbursement will not be processed. A detailed receipt must be submitted when a receipt is required for reimbursement. An affidavit will be required for a missing receipt.

See Also: POL-206; POL-401; PRO-401; PRO-402; FRM-402A; FRM-402B



Title: Travel and Travel Reimbursement Policy
Number: 402
Effective: ~~November 1, 2013; UPDATED July 15, 2014; REVISED December 15, 2015; REVISED October 17, 2017~~December 15, 2020
 Cancels: ~~POL-4500-35~~Resolution No. 2017-28
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Authority Board
Resolution No. ~~2013-17; 2014-18; 2015-29; 2017-28~~2020-46

All guidelines for using a MTA credit card must be adhered to when travel expenses are paid with such card. (See Credit Card Usage Policy #POL 401)

RESOLUTION NO. 2020-46

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
REVISING THE TRAVEL AND TRAVEL REIMBURSEMENT POLICY
(POL-402) AND SUPERSEDING AND REPLACING IN FULL ANY
PREVIOUSLY ADOPTED OR APPROVED TRAVEL AND TRAVEL
REIMBURSEMENT POLICY, INCLUDING RESCINDING
RESOLUTION NO. 2017-28.**

WHEREAS, the Travel and Travel Reimbursement Policy (POL-402) was most recently updated in 2017; and

WHEREAS, changes have been made relating to travel with regard to employees using recently purchased agency vehicles, flow of content within the policy and accommodation clarification expenses being at a rate rather than a per diem as published by GSA;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the revised Travel and Travel Reimbursement Policy (POL-402), which is attached hereto and incorporated herein, be established and adopted; and

BE IT FURTHER RESOLVED that this Mason Transit Authority Travel and Travel Reimbursement Policy (POL-402) shall supersede and replace in full any previously adopted or approved Mason Transit Authority Travel and Travel Reimbursement Policy, including rescinding Resolution No. 2017-28.

Adopted this 15th day of December, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

[Vacant], 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

| | |
|---|---|
|  | <p>Title: Travel and Travel Reimbursement Policy</p> <p>Number: 402</p> <p>Effective: December 15, 2020</p> <p> Cancels: Resolution No. 2017-28</p> <p>Prepared by: LeeAnn McNulty Administrative Services Manager</p> <p>Approved by: Authority Board Resolution No. 2020-46</p> |
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POL-402 TRAVEL AND TRAVEL REIMBURSEMENT POLICY

The purpose of this policy is to establish guidelines to authorize travel on behalf of Mason Transit Authority (MTA) and to reimburse employees for travel and business expenses that are compliant with state and federal laws ensuring the responsible use of taxpayer dollars. This policy applies to all MTA employees, officially recognized volunteers of MTA and members of the Board (herein after “employee” refers also to officially recognized volunteers and members of the Board.)

1.0 Travel Authorization and Approval

An employee is considered to be in a travel status when more than 50 miles from the agency and the employees’ residence, using the most direct route.

The employee’s manager must authorize all travel, related expenses and alternative travel requests in advance. The General Manager must also authorize all out-of-state travel requests. This authorization is obtained by completing a Travel Form prior to making any reservations.

Prudent judgment is expected when incurring travel expenses while conducting official MTA business. Employees should consider methods of travel and times of travel which minimize costs to MTA. Employees who, for personal reasons, extend travel or travel to alternate destinations cannot incur additional expenses for the agency.

MTA intends to reimburse using standard practices such as those set by the Washington State Office of Financial Management (OFM) and the Federal General Services Administrations (GSA). MTA adheres to IRS Code Section 463, under “An Accountable Plan.”

The team manager and/or general manager is authorized to administer the procedures for reimbursement of travel expenses to allow for full flexibility when necessary, provided that reasons for deviations from the policy are fully documented.

2.0 Travel Expenses and Allowances

MTA reimburses employees for allowable expenses incurred while traveling on MTA business. Once approved, travel arrangements may be charged to a MTA credit card or personal credit card to be reimbursed to the employee.



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|---------------------|---|
| Title: | Travel and Travel Reimbursement Policy |
| Number: | 402 |
| Effective: | December 15, 2020 |
| Cancel: | Resolution No. 2017-28 |
| Prepared by: | LeeAnn McNulty Administrative Services Manager |
| Approved by: | Authority Board Resolution No. 2020-46 |

3.0 Airfare

MTA will cover employee cost for actual coach airfare for the approved travel. Reservations should be made as far in advance as possible to take advantage of the most economical rate. The employee must pay additional charges for personal detours, flight upgrades, reservation changes (unless beyond control of the employee), etc.

4.0 Agency and Personal Vehicles

Agency vehicles are available for business use. If an agency vehicle is unavailable, employees may use personal vehicles and be reimbursed for mileage at the IRS business rate. Employees should carpool to the extent practicable when two or more employees are traveling to the same destination for the same period of time. A vehicle may be taken home for travel the following day.

Please note that family members may not travel in agency vehicles, due to insurance liability issues.

Employees should use airport shuttles, taxis, rideshare services or public transportation onto their destination whenever possible. If a rental car is necessary, reimbursement is limited to the cost of a compact car, unless three or more employees are traveling together. Employees should purchase only auto physical damage insurance, since Washington State Transit Insurance Pool (WSTIP) covers liability insurance for rental cars.

5.0 Parking, Taxi, and Tolls

MTA will reimburse employees for business-related parking fees. Airport parking costs will be reimbursed for more than one day only in off-premise parking lots (park and shuttle). The airport parking garage should only be used to park for one day or less.

Bridge and road tolls, shuttle, and taxi expenses are reimbursable.

6.0 Per Diem

Per diem is available for meals and will be reimbursed using federal per diem rate published by the Department of General Service Administration (GSA).

(www.gsa.gov/perdiem)



| | |
|---------------------|---|
| Title: | Travel and Travel Reimbursement Policy |
| Number: | 402 |
| Effective: | December 15, 2020 |
| Cancels: | Resolution No. 2017-28 |
| Prepared by: | LeeAnn McNulty Administrative Services Manager |
| Approved by: | Authority Board Resolution No. 2020-46 |

When a meal is provided by an organization or included in a registration fee, the per diem rate will be reduced for each meal provided.

Excess travel advances, if requested and received, must be reimbursed to MTA upon return.

7.0 Accommodations

Accommodation expenses will be reimbursed at the designated rate published by GSA. Ask for the government rate or discount when making reservations.

When lodging is part of the official business package (meetings held in a hotel or if arrangements have been made to reserve a block of rooms for participants) an employee may use accommodations provided. Any other deviation from the designated rates must be pre-approved by the employee's team manager and documented with an explanation.

Employees may stay over the night before if the conference starts before 9:00 AM the following day.

When lodging expense is increased because it includes family members traveling with the employee, the employee shall pay the difference in cost directly to the lodging facility.

Itemized receipts for hotel accommodations are required to be submitted upon return.


8.0 Travel and Work Time

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly worktime when it cuts across the employee's workday. The employee is simply substituting travel for other duties. The time is not only hours worked on regular working days during normal working hours but also during the corresponding hours on nonworking days. Thus, if an employee regularly works from 9 a.m. to 5 p.m. from Monday through Friday, the travel time during these hours is worktime on Saturday and Sunday, as well as on other days. Regular meal period time is not counted. Non-exempt employees whose time while traveling away from home will result in overtime in a pay period are required to flex (reduce) their working time in the pay-period whenever possible to avoid additional costs.

9.0 Incidental Expenses

Incidental expenses for fees and tips given to porters, baggage carriers, hotel and restaurant staff, flight attendants and others for personal services performed are expenses and will be reimbursed according to GSA guidelines.

See Also: POL-206; POL-401; PRO-401; PRO-402; FRM-402A; FRM-402B

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|---|---|
|  | <p>Title: Travel and Travel Reimbursement Policy</p> <p>Number: 402</p> <p>Effective: December 15, 2020</p> <p>Cancel: Resolution No. 2017-28</p> <p>Prepared by: LeeAnn McNulty Administrative Services Manager</p> <p>Approved by: Authority Board Resolution No. 2020-46</p> |
|---|---|

10.0 Miscellaneous

Other business-related expenses may be reimbursed with the approval of the employee’s manager. Receipts must be submitted for reimbursable costs incurred during travel. Examples of business-related expenses include, but not limited to, business phone calls, fax machine charges, computer or business center charges and business meals.

11.0 Non-Reimbursable Expenses

Employees will not be reimbursed for the cost of:

- Movies, video rentals, and/or airplane earphones;
- Alcoholic Beverages;
- Childcare;
- Upgrades (flight upgrades, upgraded car rentals, larger hotel rooms, etc.);
- Laundry services (Unless incurring a minimum of four (4) consecutive nights lodging on official travel. Receipts required.)

12.0 Travel Advance

A travel advance may be requested when completing the Travel Form. Any travel advance is only an estimate of expenses and is for meal per diem only. The cost of airline tickets, rental cars and hotel accommodations are paid by company credit card or personal credit card, rather than a cash advance.

13.0 Responsibility and Accountability

It is the employee’s responsibility to submit receipts for expenses not included within the per diem and to account for advances made within a reasonable time. Excess travel advances not returned will be treated as W-2 wages per IRS Code Section 463, under “An Accountable Plan.”

If applicable receipts are not submitted, the employee’s travel reimbursement will not be processed. A detailed receipt must be submitted when a receipt is required for reimbursement. An affidavit will be required for a missing receipt.

All guidelines for using a MTA credit card must be adhered to when travel expenses are paid with such card. (See Credit Card Usage Policy #POL 401)

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 5 – *Actionable*
Subject: Update of No-Show Policy (POL-509)
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Danette Brannin, General Manager
Date: December 15, 2020

Background:

This policy was last updated in 2019. This update is to provide additional clarifications for both riders and MTA, as well as bring our policy into compliance with FTA regulations relating to no shows.

This updated policy has been reviewed by the Policy Review Committee, WSDOT and Legal Counsel.

Summary: Approve the revised No-Show Policy (POL-509).

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve and adopt Resolution No. 2020-47 that approves the revised No-Show Policy (POL-509).



Title: No-Show Policy
Number: 509
Effective: December ~~17~~¹⁵, 20~~20~~¹⁹
 Cancels: ~~N/A~~Resolution No. 20~~20~~¹⁹-XX34
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 20~~19~~²⁰-~~34~~⁴⁷

POL-509 NO-SHOW POLICY

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

1.0 Purpose

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

2.0 Policy

MTA understands that because DAR and DFR requires trips to be scheduled in advance, riders may sometimes miss scheduled rides or forget to cancel rides they no longer need. MTA also understands that riders may sometimes miss scheduled trips or be unable to cancel trips in a timely way for reasons that are beyond their control. However, repeatedly missing scheduled trips or failing to cancel trips in a timely way can lead to suspension of service.

3.0 Definitions

~~2.1.~~ **No Show:** A no-show occurs when a rider fails to board the vehicle for a scheduled trip either by not being present or refusing to take the scheduled trip.

~~2.2.3.1.~~ A No Show occurs when a rider fails to take a scheduled DAR or DFR either by refusing or not being present to take the scheduled trip. If a rider misses the first scheduled ride of the day, any other rides scheduled for the same day will be canceled. This presumes the vehicle arrives at the scheduled pickup location within the pickup window and the driver waits at least three (3) minutes. A no-show is not counted against the rider due to operator error or circumstances beyond a rider's control.

3.2. Pickup Window: The pickup window is defined as a 30-minute window of time. Riders must be ready to board a vehicle that arrives within the pickup window. The driver will wait for a maximum of three (3) minutes within the pickup window for the rider to appear.

See Also: [POL-206](#)



Title: No-Show Policy
Number: 509
Effective: December ~~17~~15, 20~~20~~19
 Cancels: ~~N/A~~Resolution No. 20~~20~~19-XX34
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 20~~19~~20-~~34~~47

2.3.3.3. Late Cancellation: A late cancellation is defined a cancellation made less than two (2) hours before the scheduled pickup time.
~~Trips that are cancelled with less than two hours noticed are considered a Late Cancel. Two Late Cancels are equal to one No Show for the purpose of suspension of services. Cancellations after the pickup window will be considered a No Show.~~

4.0 No-Show Determination

A rider will receive a no-show status if a rider fails to take a scheduled ride due to not boarding or refusing to board the vehicle when the vehicle arrives within the pickup window.

Trips that are cancelled with less than two (2) hours noticed are considered late cancellation. Two late cancellations are equal to one (1) no-show.

MTA does not count any missed trips or cancellation as a no-show or late cancellation due to MTA error, such as:

- Trips placed on the schedule in error
- Pickups scheduled at the wrong pickup location
- Drivers arriving and departing before the pickup window begins
- Drivers arriving late after the end of the pickup window
- Drivers arriving within the pickup window, but departing without waiting the required three (3) minutes

MTA does not count as no-shows or late cancellation situation beyond a rider's control that prevent the rider from notifying MTA that the trip cannot be taken, such as:

- Medical emergency
- Family emergency
- Sudden illness or change in condition
- Appointment that runs unexpectedly late without sufficient notice.

Riders should contact Customer Service when experiencing no-shows or late cancellations due to circumstances beyond their control.



Title: No-Show Policy
Number: 509
Effective: December ~~17~~15, 20~~20~~19
 Cancels: ~~N/A~~Resolution No. 20~~20~~19-~~XX~~34
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 20~~19~~20-~~34~~47

5.0 Subsequent Trips

When a rider is a no-show for one trip, all subsequent trips on that day remain on the schedule unless the rider specifically cancels the trips. To avoid multiple no-shows or late cancellations on the same day, riders are strongly encouraged to cancel any subsequent trips not needed for that day.

3.06.0 Warning Notification and Suspension

MTA reviews all recorded no-shows and late cancellations to ensure accuracy before recording them in a rider's account.

Riders will be subject to suspension after they accumulate the equivalent of three (3) no shows in a 30-day period and have a no-show rate of at least 10% of scheduled rides.

MTA will notify riders by telephone and/or in writing after they have accumulated two (2) no shows and would be subject to suspension should they accumulate one (1) additional no show in a 30-day period consistent with the criteria listed in this section of policy above.

If a rider is suspended, the Communication Center will notify the rider of the suspension immediately and will follow up with a Notice of Suspension via mail. The notice will include the reason, length of suspension, a copy of this policy, information on disputing no-shows or late cancellations, and how to appeal suspensions.

Suspensions begin on Mondays. The first violation in a calendar year results in a five (5) day suspension. Subsequent violations result in the following suspensions:

- Second violation: 10-day suspension
- Third violation: 15-day suspension
- Fourth violation: 20-day suspension
- Fifth and subsequent violations: 25-day suspension

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



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Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 20~~19~~20-~~3447~~3447

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

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

~~4.0~~ **Warning and Suspension Notices**

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

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

5.07.0 Appeals

The rider may appeal any No Show or Late Cancellation to an MTA scheduler within five (5) business days of receiving a suspension letter.~~at any time.~~ Riders should contact the Communication Center at 360-427-5033. Hours of Customer Service can be found on MTA's website at www.masontransit.org. The scheduler may remove the No Show or Late Cancellation from the rider's record if it is clear that it was beyond the rider's control or Operator error as described above.

~~from the rider's record if it is clear that the No Show was beyond the rider's control, for example, due to illness or an emergency.~~

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

If the Communication Center Supervisor upholds the scheduler's decision not to remove the No Show or Late Cancellation, a final appeal can be made to Mason Transit's Operations Manager. The request must be made within five business days of the



Title: No-Show Policy
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Effective: December ~~17~~15, 20~~20~~19
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Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Authority Board
Resolution No. 20~~19~~20-~~34~~47

Communication Center Supervisor’s decision. The Operations Manager’s decision regarding the No Show or Late Cancellation will be made within three days and is final.

Riders who miss the appeal request deadline will be suspended from DAR and DFR on the date listed on the suspension notice.

The rider may continue to ride pending the outcome of any appeal.

RESOLUTION NO. 2020-47

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
REVISING THE NO-SHOW POLICY (POL-509) AND SUPERSEDING AND
REPLACING IN FULL ANY PREVIOUSLY ADOPTED OR APPROVED
NO-SHOW POLICY, INCLUDING RESCINDING
RESOLUTION NO. 2019-34.**

WHEREAS, the No-Show Policy (POL-509) was most recently updated in 2019; and

WHEREAS, updates have been made to the policy to provide additional clarifications to both riders and MTA, as well as bring the policy into FTA compliance;

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

BE IT FURTHER RESOLVED that this Mason Transit Authority No-Show Policy (POL-509) shall supersede and replace in full any previously adopted or approved Mason Transit Authority No-Show Policy, including rescinding Resolution No. 2019-34.

Adopted this 15th day of December, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

[Vacant], 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



| | |
|---------------------|---|
| Title: | No-Show Policy |
| Number: | 509 |
| Effective: | December 15, 2020 |
| Cancels: | Resolution No. 2019-34 |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2020-47 |

POL-509 NO-SHOW POLICY

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

1.0 Purpose


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

2.0 Policy

MTA understands that because DAR and DFR requires trips to be scheduled in advance, riders may sometimes miss scheduled rides or forget to cancel rides they no longer need. MTA also understands that riders may sometimes miss scheduled trips or be unable to cancel trips in a timely way for reasons that are beyond their control. However, repeatedly missing scheduled trips or failing to cancel trips in a timely way can lead to suspension of service.

3.0 Definitions

- 3.1. No Show:** A no-show occurs when a rider fails to board the vehicle for a scheduled trip either by not being present or refusing to take the scheduled trip. This presumes the vehicle arrives at the scheduled pickup location within the pickup window and the driver waits at least three (3) minutes. A no-show is not counted against the rider due to operator error or circumstances beyond a rider's control.
- 3.2. Pickup Window:** The pickup window is defined as a 30-minute window of time. Riders must be ready to board a vehicle that arrives within the pickup window. The driver will wait for a maximum of three (3) minutes within the pickup window for the rider to appear.
- 3.3. Late Cancellation:** A late cancellation is defined a cancellation made less than two (2) hours before the scheduled pickup time.

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|---|---|
|  | <p>Title: No-Show Policy</p> <p>Number: 509</p> <p>Effective: December 15, 2020</p> <p> Cancels: Resolution No. 2019-34</p> <p>Prepared by: Mike Ringgenberg, Operations Manager</p> <p>Approved by: Authority Board Resolution No. 2020-47</p> |
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4.0 No-Show Determination

A rider will receive a no-show status if a rider fails to take a scheduled ride due to not boarding or refusing to board the vehicle when the vehicle arrives within the pickup window.

Trips that are cancelled with less than two (2) hours noticed are considered late cancellation. Two late cancellations are equal to one (1) no-show.

MTA does not count any missed trips or cancellation as a no-show or late cancellation due to MTA error, such as:

- Trips placed on the schedule in error
- Pickups scheduled at the wrong pickup location
- Drivers arriving and departing before the pickup window begins
- Drivers arriving late after the end of the pickup window
- Drivers arriving within the pickup window, but departing without waiting the required three (3) minutes


MTA does not count as no-shows or late cancellation situation beyond a rider’s control that prevent the rider from notifying MTA that the trip cannot be taken, such as:

- Medical emergency
- Family emergency
- Sudden illness or change in condition
- Appointment that runs unexpectedly late without sufficient notice.

Riders should contact Customer Service when experiencing no-shows or late cancellations due to circumstances beyond their control.

5.0 Subsequent Trips

When a rider is a no-show for one trip, all subsequent trips on that day remain on the schedule unless the rider specifically cancels the trips. To avoid multiple no-shows or late cancellations on the same day, riders are strongly encouraged to cancel any subsequent trips not needed for that day.

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|  | <p>Title: No-Show Policy</p> <p>Number: 509</p> <p>Effective: December 15, 2020</p> <p>Cancel: Resolution No. 2019-34</p> <p>Prepared by: Mike Ringgenberg, Operations Manager</p> <p>Approved by: Authority Board Resolution No. 2020-47</p> |
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6.0 Warning Notification and Suspension

MTA reviews all recorded no-shows and late cancellations to ensure accuracy before recording them in a rider's account.

Riders will be subject to suspension after they accumulate the equivalent of three (3) no shows in a 30-day period and have a no-show rate of at least 10% of scheduled rides.

MTA will notify riders by telephone and/or in writing after they have accumulated two (2) no shows and would be subject to suspension should they accumulate one (1) additional no show in a 30-day period consistent with the criteria listed in this section of policy above.

If a rider is suspended, the Communication Center will notify the rider of the suspension immediately and will follow up with a Notice of Suspension via mail. The notice will include the reason, length of suspension, a copy of this policy, information on disputing no-shows or late cancellations, and how to appeal suspensions.

Suspensions begin on Mondays. The first violation in a calendar year results in a five (5) day suspension. Subsequent violations result in the following suspensions:

- Second violation: 10-day suspension
- Third violation: 15-day suspension
- Fourth violation: 20-day suspension
- Fifth and subsequent violations: 25-day suspension

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

7.0 Appeals

The rider may appeal any No Show or Late Cancellation to an MTA scheduler within five (5) business days of receiving a suspension letter. Riders should contact the Communication Center at 360-427-5033. Hours of Customer Service can be found on MTA's website at www.masontransit.org. The scheduler may remove the No Show or



| | |
|---------------------|---|
| Title: | No-Show Policy |
| Number: | 509 |
| Effective: | December 15, 2020 |
| Cancels: | Resolution No. 2019-34 |
| Prepared by: | Mike Ringgenberg, Operations Manager |
| Approved by: | Authority Board Resolution No. 2020-47 |

Late Cancellation from the rider's record if it is clear that it was beyond the rider's control or Operator error as described above.

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

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

Riders who miss the appeal request deadline will be suspended from DAR and DFR on the date listed on the suspension notice.

The rider may continue to ride pending the outcome of any appeal.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 6 – *Discussion*
Subject: Update of Strategic Plan
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: December 15, 2020

Background:

The Strategic Plan was approved by the Board in January of this year with the expectation that it would be an active Strategic Plan and updated regularly.

Attached is the updated plan for 2021 that includes the workplan.

Summary: Discussion of updates to Strategic Plan for 2021.

Fiscal Impact:

None at this time.

Staff Recommendation:

None at this time.

STRATEGIC PLAN



**MASON
TRANSIT
AUTHORITY**

Draft Presentation: December 15, 2020

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INTRODUCTION

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

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

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

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

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

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

Danette Brannin
General Manager

LEADERSHIP

Mason Transit Authority Board:

Wes Martin, Chair, Grapeview School District
Sharon Trask, Vice Chair, Mason County Commissioner
Randy Neatherlin, Mason County Commissioner
John Campbell, North Mason School District
Kevin Dorcy, City of Shelton Council Member
Matt Jewett, Soundside School District
Kevin Shutty, Mason County Commissioner
Sandy Tarzwell, Shelton School District
Vacant – One position (at time of publication) representing District 2 of Mason County.

Non-voting Authority Board:

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

Mason Transit Authority Executive Management Team:

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

WHO WE ARE

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

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

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

WHAT WE DO

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

Prior to the COVID-19 pandemic, Hours of operation of the transportation service are 5:004:10 a.m. to 8:558:30 p.m., Monday through Friday, and 6:00 a.m. to 8:4530 p.m. on Saturday. MTA operated twelve ten (12) Fixed Routes on weekdays and eight (8) routes on Saturdays that allow minimal deviated service to persons traveling off designated routes. Current hours of operation at the end of 2020 are 4:10 a.m. XXXXX to 8:00 p.m. XXXXX Monday through Friday, and 6:30 a.m. XXXXX to 5:45 p.m. XXXXX on Saturday. MTA now operates ten (10) eight (8) XXXXX Fixed Routes on weekdays and eight (8) four (4) XXXXX routes on Saturdays that allow minimal deviated service to persons traveling off designated routes. For a time, Saturday service was suspended. There is no service on Sunday, and either no service or reduced service on observed holidays. MTA operates ten (10) Fixed Routes on weekdays and eight (8) routes on Saturdays that allow minimal deviated service to persons traveling off designated routes. Dial-A-Ride service operates in rural areas where there is no fixed route service or where deviations are not possible as well as in populated areas of Mason County for people who have difficulty using the routed service. All Dial-A-Ride service is open to the general public. Riders using Dial-A-Ride can make a trip request up from two (2) hours before to two (2) weeks prior to the preferred pick-up time. All vehicles in MTA scheduled service are equipped with bike racks and are accessible to persons with disabilities.

Facilities include the Johns Prairie main tenance base, the downtown Shelton Transit-Community Center and rented satellite mobile office in Belfair. The Administration Office will be moving to the Transit-Community Center in February 2021. The majority of operations has moved to the T-CC to be closer to staff and customers. MTA supports a network of park and ride facilities that are located throughout the County by managing and providing routine maintenance for locations owned by Washington State Department of Transportation ("WSDOT"), the County or others.

CORE VALUES

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

Our core values or competencies for our team include:

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

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

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

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

Personal Responsibility – Demonstrates integrity, honesty and ethical behavior; personally acknowledges and accepts responsibility for meeting expectations and correcting mistakes; exhibits self-control and responds to feedback non-defensively; executes principles of workplace safety; complies with all safety policies and procedures; takes responsibility for efficient, effective use of time, equipment, and resources.

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

STRATEGIC PLAN FRAMEWORK

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

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

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

VISION, MISSION, GUIDING PRINCIPLES and TEAM CULTURE

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

VISION: Driving Our Community Forward

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

- **Service Excellence:** We go beyond the expectations of our customers and provide inspirational leadership to deliver safe, comfortable and reliable service; we see today's best service as our motivation to make tomorrow's even better.
- **Safety:** We provide and enforce a safe and secure environment for our customers, community and teammates through awareness, consistent training, and allocation of resources.
- **Professionalism:** We conduct our work transactions with integrity, fiscal responsibility in the allocation of resources, and transparency. We engage the community in our decision making by sharing information and encouraging public involvement.

- **Teamwork:** We achieve our greatest success as a team. We embrace diversity, support and treat each other with respect, and use meaningful communication.
- **Partnerships:** We explore and build collaborative alliances with partners and community members to promote and advance our mission.
- **Innovation:** We constantly explore ways to improve. We celebrate inspiration, creativity, initiative and courage in all things to promote an exceptional customer service experience.

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

DRAFT



LONG-RANGE STRATEGIC VISION, GOALS AND OBJECTIVES

MTA's long-range strategic vision is to provide safe and accessible transit services to the community that will enhance the quality of life in Mason County. We see MTA as a partner in the community providing transportation to essential services, jobs and social activities. Our commitment is to not only provide safe and accessible services but to provide services that are usable and meet the needs

of customers. We know we must change as the community changes and we dedicate ourselves to that effort by understanding what our customers need and want then adjust where feasible. In addition, our strategic vision includes financial stewardship so we can continue the level of service our community has grown accustomed. This requires MTA to operate efficiently and effectively by using our resources responsibly.

Strategic Goals:

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

Safe and Secure

Objectives:

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

2020¹ Work Plan:

- Quarterly Driver training and refresher training as required.
- ~~Complete CAD/AVL/GPS installation.~~
- Change from flag stops to fixed stops in urban area of Shelton.
- ~~Curbs or bollards in parking area next to building at Johns Prairie.~~
- ~~Purchase rain jackets for employee safety.~~
- ~~Have a manager or supervisor on duty during service hours by moving Ops office to the T-CC.~~
- ~~Ensure L & I safety compliance through training.~~
- Review WSTIP Best Practices for safety.
- L&I Inspection of T-CC and Johns Prairie facilities.
- Update Safety Manual and include an emergency safety plan.
- Adjust for any mandates to COVID-19.
- ~~Define Safety Committee's purpose and direction.~~
- Roof replacement for the Radich Building

Effective Transportation Services

Objectives:

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

2020-2021 Work Plan

- Review Dial-a-Ride services and hours to ensure efficiency and availability of resources.
- ~~Expand Zipper route time to 8:00am – 5:00pm.~~
- Seek pilot new route opportunities.
- ~~Continue review of the Comprehensive Service Review suggestions to improve services.~~
- Conduct outreach for all service changes and new park & ride openings.
- Improve passenger amenities by providing apps and on-line scheduling.
- ~~Plan for 2021 service~~
- Benchmark route performance and discontinue or adjust low performing routes.
- Explore on-demand service in Shelton and Belfair.
- Waysign at T-CC for displaying estimated time of arrivals for fixed route.
- Internal assistance with Volunteer Driver Program transportation.

Financial Stewardship

Objectives:

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

2020-2021 Work Plan:

- ~~Procurement training for Public Works projects, prevailing wage requirements and Federal Transit Administration compliance.~~

~~Prepare for I-976 impacts.~~

- Identify needed financial policies or manual to outline financial objectives.

~~Ensure compliance of 2019-2021 grant contracts.~~

- Review 5-year sustainability plan and adjust as needed.

~~Complete the competitive purchases analysis for FTA compliance.~~

~~Review and renew leases for T-CC and Johns Prairie tenants:~~

- ~~• Continued work in records management.~~
- ~~• Manage any new mandates, regulations or laws.~~
- ~~• Plan financially for future service changes or increases.~~
- ~~• Review moving to cloud-based accounting software.~~
- ~~• Hire an Accounting Coordinator with high level accounting skills.~~



Community Partnerships and Responsibility

Objectives:

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

~~2020-2021~~ Work Plan:

- Conduct Community Conversations to solicit input regarding MTA services.
- Participate in community events ~~such as Business Expo, job fairs, Allyn Days and Oysterfest as presented.~~
- Promote City and County partnerships on projects, communication and support.
- ~~• Promote Volunteer Driver Program for additional drivers and riders.~~
- Continue Park & Ride project.

~~Brand vehicles with MTA logo and promotion of services.~~

- Continue progress toward inclusion of electric vehicles.
- Work with PR firm to promote MTA services to the community.
- Continue delivery assistance for Meals on Wheels and Commodity Boxes for senior centers.
- Transporting in cooperation with hospital and health department.

Workplace Culture

Objectives:

- Provide an atmosphere where employees are valued and respected.
- Develop and empower employees.
- Support the philosophy of team culture.
- Promote healthy dialogue on important issues.

- Encourage an active and engaged environment including Board of Directors.
- Be an employer of choice in Mason County.
- Focus recruitments in accordance with EEO Plan goals.
- Remodel T-CC Customer Service Office for space improvement. (Grant dependence)

2020-2021 Work Plan:

- ~~Improve communications through established methods and monitor outcome through a survey.~~ Launch Communication Flow Plan.
- ~~Incorporate strategies for work/life balance in MTA's wellness program and encourage participation.~~
- ~~Promote skills and job knowledge through webinars, conferences and training.~~
- ~~Bargain contracts for the Driver and Comm Center Collective Bargaining Units.~~
- Continue the Employee Engagement Committee for seeking opportunities to improve the work environment.
- Strive to meet goals and objectives of EEO Program to broaden employment opportunities for all protected classes.
- Coordinate events with Employee Morale Committee.
- Create committee for Belfair office furnishings.
- Remodel T-CC Customer Service Office for space improvement. (Grant dependent)
- Encourage Castlight challenges.
- Create Uniform Committee to select new uniform items.
- ~~Enhance meaningful employee recognition~~
- ~~Provide more Belfair interaction and oversight.~~
- ~~Prepare a policy review schedule.~~

WORK PLAN

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

KEY ISSUES AND OPPORTUNITIES

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

MONITORING, EVALUATION AND PLANNING

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

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

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

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

MOVING FORWARD

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

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 7 – *Actionable*
Subject: Lewis-Mason-Thurston Area Agency on Aging Contract
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: December 15, 2020

Background:

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

Summary: Renewing contract for a one-year period.

Fiscal Impact:

Maximum Contract Award: \$38,910 revenue

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board authorize the Chair to execute the Lewis-Mason-Thurston Area Agency on Aging Contract Number 18-1120-0041-06(4) for the provision of volunteer transportation services.



LEWIS-MASON-THURSTON AREA AGENCY ON AGING

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

| | |
|---|--|
| Contractor: Mason County Public Transportation Benefit Area dba Mason Transit Authority | Agreement Number: 18-1120-0041-06(4) |
| Contractor Address: 790 E Johns Prairie Road Shelton, WA 98584 | Contractor Telephone: (360) 426-9434 |
| Service: Transportation | Period of Performance: Jan 1, 2021 – Dec 31, 2021 |
| Maximum Award: \$38,910 Unit Rate(s): \$.575 per mile | Effective Date: January 1, 2021 |
| Funding Source: Older Americans Act, SCSA | IRS Tax ID Number: 91-1554133 |
| Contract Type: <input checked="" type="checkbox"/> Fee for Service <input type="checkbox"/> Set Rate/Fixed Price/Lump Sum <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Performance Based | |

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

Contractor Contact Person:
Haley Dorian

LMTAAA Contact Person:
Lisa K. Jolly

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

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

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

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

FOR THE CONTRACTOR:

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

Contractor Signature Date

LMTAAA Signature Date

Title

Title

December 15, 2020 Reg. Board Mtg 157

CONTRACT AMENDMENT

Agreement #: 18-1120-0041-06 (4)
Contractor: Mason Transit Authority
Service: Transportation
Amendment #: 4
Effective Date: January 1, 2021

Amendment Purpose:

- Amend General Terms and Conditions;
- Amend Statement of Work, Service Levels;
- Amend Special Terms and Conditions-Period of Performance; and
- Amend Budget and Staffing Plan

The Agreement between the Lewis-Mason-Thurston Area Agency on Aging and Mason County Transportation Public Benefit Area dba Mason Transit Authority is amended as follows:

GENERAL TERMS AND CONDITIONS—Exhibit A

DELETE: Entire Exhibit, and

ADD: GENERAL TERMS AND CONDITIONS, Exhibit A, as attached.

STATEMENT OF WORK----Exhibit B

DELETE: 11. Service Levels

ADD:

11. Service Levels

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

- Proposed number of trips to be provided in 2021:
1,500 trips.
- Proposed number of miles to be provided in 2021:
65,000 miles.
- Proposed number of unduplicated clients to be served in 2021:
100 unduplicated clients.

SPECIAL TERMS AND CONDITIONS—Exhibit C

DELETE: Section 2. Period of Performance, entire section, and

ADD:

2. Period of Performance. Subject to its other provisions, the period of performance of this Agreement shall **commence on January 1, 2021 and be completed on December 31, 2021** unless terminated sooner according to provisions enumerated in the General Terms and Conditions.

BUDGET—Exhibit D

DELETE: Entire Exhibit, and

ADD: BUDGET, Exhibit D, as attached.

STAFFING PLAN—Exhibit E

DELETE: Entire Exhibit, and

ADD: STAFFING PLAN, Exhibit E, as attached.

All other terms and conditions of the original Agreement shall remain in effect.

Agreement #: 18-1120-0041-06(4)
Contractor: MTA
Service: Transportation
Effective Date: January 1, 2021

GENERAL TERMS AND CONDITIONS – EXHIBIT A

LEWIS-MASON-THURSTON AREA AGENCY ON AGING

AND

MASON COUNTY TRANSPORTATION PUBLIC BENEFIT AREA

DbA

MASON TRANSIT AUTHORITY

(Hereinafter referred to as the "Contractor")

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

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

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

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

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

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

(2) “Subcontractor” as used in the HIPAA Compliance section of the Agreement (in addition to definition kk.(1)) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
 - kk. “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A

Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

- ll. "Supplies" means all tangible personal property other than equipment as defined herein.
- mm. "TCARE" is a caregiver assessment and referral protocol designed to assist care managers who work with family caregivers who care for their older adult relatives.
- nn. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
- oo. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of PHI within an entity that maintains such information.
- pp. "User" means the Contractor employee who has registered or approved access to a system listed in this Agreement.
- qq. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.

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

a. Fee for Service

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

b. Cost Reimbursement

- The Contractor is reimbursed for actual costs up to the maximum consideration allowed in the contract. A line-item budget negotiated and contained in the Agreement must be adhered to or amended with prior approval from LMTAAA.
- Payment is made for actual cost incurred for performing at a certain level

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

c. Set Rate/Fixed Price/Lump Sum

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

d. Performance Based

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

3. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Amendment Clause Exception.** The only exception to the General Term and Condition Amendment clause (Clause 1.) is when an amendment must be processed to distribute federal funds to the Contractor and the funds must be obligated in a Short Timeframe. Short Timeframe means the Contractor is unable to follow their standard contract execution procedures in order to timely obligate the federal funds. By execution of this Contract, the Contractor prospectively agrees to the terms of the federal fund distribution amendment, which shall be limited to only adding funds to the Contractor's Budget. The Contractor's designated point-of-contact shall also email LMTAAA its acceptance of the amendment prior to final signing of the amendment.
5. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of LMTAAA and the written assumption of the Contractor's obligations by the third party.

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

case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

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

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

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

If the Contractor is dissatisfied with the LMTAAA Council of Governments' decision, the Contractor has the right to appeal through the Department of Social and Health Services, Aging and Long Term Support Administration (AL TSA). The appeal must be in writing and filed with AL TSA within thirty (30) days of the date the LMTAAA mailed the complaint resolution determination to the Contractor. A copy of the appeal must also be sent to the LMTAAA. The appeal shall:

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

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

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

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

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

- a. Compliance

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

- b. Use and Disclosure of PHI

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

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

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

Business Associate, or any Subcontractors, on behalf of LMTAAA, Business Associate shall:

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

c. Individual Rights

(1) Accounting of Disclosures.

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

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

(2) Access

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

(3) Amendment.

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

d. Subcontracts and Other Third Party Agreements

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

e. Obligations

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

requirements that would apply to LMTAAA in the performance of such obligation(s).

f. Liability

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

g. Breach Notification

- (1) In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from LMTAAA or involving LMTAAA clients, Business Associate will take all measures required by state or federal law.
- (2) Business Associate will notify LMTAAA within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- (3) Business Associate will notify the LMTAAA Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the LMTAAA Contact. Business Associate will coordinate and cooperate with LMTAAA to provide a copy of its investigation and other information requested by LMTAAA, including advance copies of any notifications required for LMTAAA review before disseminating and verification of the dates notifications were sent.
- (4) If LMTAAA determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
 - (i) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and

responding to those Individuals' questions or requests for additional information;

(ii) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;

(iii) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and

(iv) LMTAAA will take appropriate remedial measures up to termination of this Contract.

h. Miscellaneous Provisions

(1) Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

(2) Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

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

a. All the applicable federal and state laws and regulations are incorporated by reference herein.

b. All policies and procedures in the "Policies and Procedures for Area Agency on Aging Operations Manual," as existing and as hereafter revised, are incorporated by reference herein.

c. All DSHS Aging and Long Term Support Administration Management Bulletins, guidelines, standards, and policies and procedures, as existing and as hereafter revised, are incorporated by reference herein.

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

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

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

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

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

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

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The

policy shall include liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. The State of Washington, DSHS and LMTAAA shall be named as additional insureds.

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

Exclusions or Waivers to Insurance Requirements- The following types of contractors are excluded from any insurance requirements: State colleges and universities (except the University of Washington), consultants, trainers, facilitators, speakers, Indian Tribes and Individual Providers.

The additional insured requirement is waived for providers who are insured through insurance pools.

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

b. This Agreement.

31. **Ownership of Client Assets.** The Contractor shall ensure that any client for whom the Contractor or Subcontractor is providing services under this Agreement shall have unrestricted access to the client's personal property. For purposes of this paragraph, client's personal property does not pertain to client records. The Contractor or Subcontractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of this Agreement, the Contractor or Subcontractor shall immediately release to the client and/or LMTAAA all of the client's personal property.
32. **Ownership of Material.** Material created by the Contractor and paid for by LMTAAA as a part of this Agreement shall be owned by LMTAAA and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by LMTAAA is owned by the Contractor and is not "work made for hire"; however, LMTAAA shall have a license of perpetual duration to use, modify, and distribute this material at no charge to LMTAAA, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
33. **Ownership of Real Property, Equipment and Supplies Purchased by the Contractor.** Title to all property, equipment and supplies purchased by the Contractor with funds from this Agreement shall vest in the Contractor. When real property, or equipment with a per unit fair market value over \$5,000, is no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from LMTAAA. If the per unit fair market value of equipment is under \$5,000, the Contractor may retain, sell, or dispose of it with no further obligation.

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

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

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

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

35. **Payment.** LMTAAA shall pay the Contractor upon acceptance by LMTAAA of properly-completed invoices and approval of required reports. LMTAAA shall pay the Contractor an amount not to exceed the maximum consideration of this Agreement for the satisfactory performance of all work set forth in the Statement of Work (Exhibit B). If this Agreement is terminated, LMTAAA shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

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

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

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

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

37. **Public Information.** All notices, informational brochures, press releases, research reports, and similar public notices prepared and released by the

Contractor for the services described in this Agreement shall include a statement indicating the funding source as awarded under this Agreement with the Lewis-Mason-Thurston Area Agency on Aging. Failure to comply with the requirements of this section may result in the termination or suspension of this Agreement and/or non-reimbursement for the costs of said brochures, advertising, etc.

38. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to the Agreement. LMTAAA and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. LMTAAA and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either LMTAAA or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
39. **Restrictions Against Lobbying.** The Contractor certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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

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

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

Act, codified at 1 USC §7.

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

nature in any person or party other than LMTAAA and the Contractor. This term shall not apply in the event of a settlement by either LMTAAA or the Contractor.

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

45. Subrecipients.

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

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

date of resumption. For purposes of this sub-subsection, "written notice" may include email.

(3) If the Contractor's proposed resumption date is not acceptable to LMTAAA and an acceptable date cannot be negotiated, LMTAAA may terminate the contract by giving written notice to the Contractor. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. LMTAAA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

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

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

49. Termination for Default.

a. LMTAAA may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if LMTAAA has a reasonable basis to believe that the Contractor has:

1) Failed to meet or maintain any requirement for contracting with LMTAAA;

(2) Failed to perform, or perform adequately, under any provision of this Agreement;

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

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

b. Before LMTAAA may terminate this Agreement for default, LMTAAA shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, LMTAAA may then terminate the Agreement. LMTAAA may terminate the Agreement for default without such written notice and without opportunity for correction if LMTAAA has a reasonable basis to believe that a client's health or safety is in jeopardy.

c. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to LMTAAA, if the Contractor has a reasonable basis to believe that LMTAAA has:

- (1) Failed to meet or maintain any requirement for contracting with the Contractor;
 - (2) Failed to perform under any provision of this Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.
- d. Before the Contractor may terminate this Agreement for default, the Contractor shall provide LMTAAA with written notice of LMTAAA's noncompliance with the Agreement and provide LMTAAA a reasonable opportunity to correct LMTAAA's noncompliance. If LMTAAA does not correct LMTAAA's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.
50. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- a. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination, and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
 - b. The Contractor shall promptly deliver to LMTAAA, all LMTAAA assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return LMTAAA property within ten (10) working days of the Agreement termination, the contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of LMTAAA that is in the possession of the Contractor pending return to LMTAAA.
 - c. LMTAAA shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. LMTAAA may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by LMTAAA.
 - d. If LMTAAA terminates this Agreement for default, LMTAAA may withhold a sum from the final payment to the Contractor that LMTAAA determines necessary to protect LMTAAA against loss or additional liability. LMTAAA shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.
51. **Treatment of Client Property.** Unless otherwise provided in the applicable Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's

personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricted clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

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

GENERAL TERMS AND CONDITIONS

APPENDIX 1

Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS/LMTAAA Confidential Information, and who has or have been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between LMTAAA and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. "CARE" means Comprehensive Assessment and Reporting Evaluation. CARE is the tool used by case managers to document a client's functional ability, determine eligibility for long-term care services, evaluate what and how much assistance a client will receive, and develop a plan of care. CARE has a desktop version called CARE Production and CARE Practice. Practice versions are to be used for training and test case purposes.
 - f. "CARE Reporting SQL database" is a Transact Structure Query Language (T-SQL or SQL) database used by staff with active directory accounts to

write SQL queries to obtain data used to support operations, management or ad-hoc data needs.

- g. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- h. "Client" means an individual who is eligible for or receiving services provided by the Contractor in connection with this Agreement.
- i. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
- j. "CLC" means Community Living Connections, Washington State's name for its No-Wrong-Door access network of Area Agencies on Aging and their state, regional and local partners.
- k. "CLC-GetCare" means a version of RTZ's GetCare product modified to support Washington State's Community Living Connections. It is used for managing programs funded by the Older Americans Act, CMS, state general fund, local resources, and federal grants, including Medicaid Alternative Care (MAC) and Tailored Supports for Older Adults (TSOA). It supports reporting for the National Aging Program Information System and Medicare Improvements for Providers Act. It also supports the CLC public website with a consumer portal and a resource directory.
- l. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- m. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- n. "GetCare" is a secure cloud-based platform for client and program management. It is a product of RTZ Systems.
- o. "Hardened Password" means a string of at least eight characters

- containing at least three of the following four character classes:
Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- p. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
 - q. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
 - r. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
 - s. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
 - t. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
 - u. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

- v. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

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

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

The Contractor shall follow the access request procedures and follow the required security measures specific to each individual system (as provided by ALTSA/HCS/LMTAAA). The Contractor shall access these systems through the State Government Network (SGN), the Inter-Governmental Network (IGN), SecureAccess Washington (SAW), or through a DSHS approved method of secure access.

The Contractor agrees to follow the DSHS IT Security Policy Manual (Section 4.2.3.1, S1) that covers unique user IDs and security elements of constructing safe passwords and protecting them from unauthorized disclosure.

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

- a. The Contractor shall limit access to client data to staff whose duties specifically require access to such data in the performance of their assigned duties. Contractor staff shall not access any individual client data for personal purposes. Clients shall only be permitted to access their own data
- b. The Contractor shall ensure each employee with access to data systems signs the *Contractor Agreement on Nondisclosure of Confidential Information* form, provided by LMTAAA, to acknowledge the data access requirements prior to LMTAAA granting access. Access will be given only to data necessary to the performance of this Agreement. The Contractor shall retain the original Nondisclosure form on file. The Contractor shall have the form available for LMTAAA review upon request.
- c. The Contractor must provide an annual written reminder of the Nondisclosure requirements to all employees with access to data to remind them of the limitations, use or publishing of data. The Contractor shall retain documentation of such reminder on file for monitoring purposes.
- d. The Contractor shall not use or disclose any information concerning any client for any purpose not directly connected with the administration of the

Contractor's responsibilities under this Agreement except by prior written consent of the client, his/her attorney, parent or guardian.

- e. LMTAAA and the Contractor may disclose information to each other or to DSHS for purposes directly connected with the administration of DSHS/LMTAAA programs. This includes, but is not limited to, determining eligibility, providing services, and participation in an audit. The Contractor shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies, DSHS and LMTAAA. LMTAAA must authorize in writing the disclosure of this information to any other party not identified in this section.
 - f. The Contractor shall not link the data with personal data or individually identifiable data from any other source nor re-disclose the data unless specifically authorized in this Agreement or by the prior written consent of LMTAAA.
 - g. The Contractor shall notify LMTAAA within five business days when a User leaves employment or otherwise no longer requires system access. Upon notification, the system Administrator will deactivate the User ID and terminate access to the applicable application(s).
 - h. The Contractor shall ensure that only registered system Users access and use the systems in this Agreement, use only their own User ID and password to access the systems and do not allow employees who are not registered to borrow a User ID or password to access any systems.
 - i. Access to systems may be continuously tracked and monitored. LMTAAA and DSHS reserve the right at any time to conduct audits of systems access and use, and to investigate possible violations of this Agreement and/or violations of federal and state laws and regulations governing access to protected health information.
- 4. Dissemination to Staff.** Prior to making information available to new staff and annually thereafter, the Contractor shall ensure that staff accessing the Personal Information or PHI under this Agreement are trained in HIPAA use and disclosure of PHI requirements and understand:
- a. Confidentiality of Client Data
 - (1) Client data is confidential and is protected by various state and federal laws. The basis for this protection is the individual's right to privacy as outlined in the HIPAA Privacy Rule- 45 CFR 160 to 45 CFR 164.
 - (2) Personal Information means demographic and financial information about a particular individual that is obtained through one or more sources (such as name, address, SSN, and phone numbers). RCW 42.56.210 lists the information that is exempted from public inspection and copying.
 - b. Use of Client Data

- (1) Client data may be used only for purposes of these contracted services, directly related to providing services to the client or for the operation of aging and long-term care programs.
- (2) Any personal use of client information is strictly prohibited.
- (3) Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties.

c. Disclosure of Information

- (1) Client information may be provided to the client, client's authorized guardian, or a client-authorized 3rd party per WAC 388-01.
- (2) Client information may be disclosed to other individuals or agencies only for purposes of administering DSHS/LMTAAA programs.
- (3) Questions related to disclosure are to be directed to the LMTAAA Contracts Manager.
- (4) Any disclosure of information contrary to this section is unauthorized and is subject to penalties identified in law

5. Security of Data.

- a. The Contractor shall take reasonable precautions to secure against unauthorized physical and electronic access to data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving data by means of computer, remote terminal, or other means. The Contractor shall take due care to ensure the Contractor and its subcontractors protect said data from unauthorized physical and electronic access. The Contractor is authorized to store data on portable devices and media. The data will be stored on computers with security systems that require individual user IDs and hardened passwords. Only persons who have signed the *Contractor Agreement on Nondisclosure of Confidential Information form* will be able to access the data that Washington State shares with LMTAAA and the Contractor under this Agreement.
- b. The Contractor shall ensure disks and/or documents generated in printed form from the electronic file are properly returned, destroyed or shredded when no longer needed so unauthorized individuals cannot access client information. Data destroyed shall include all copies of any data sets in possession after the data has been used for the purpose specified herein or within 30 days of the date of termination, and certify such destruction to LMTAAA. LMTAAA shall be responsible for destroying the returned documents to ensure confidentiality is maintained. The Data provided by DSHS/LMTAAA will remain the property of DSHS/LMTAAA and will be promptly destroyed when the Contractor and its subcontractors have completed the work for which the information was required, as fully described herein.

c. The Contractor shall protect information according to state and federal laws including the following incorporated by reference:

- (1) Privacy Act 1974 5 USC subsection 552a;
- (2) Chapter 40.14 RCW Preservation and Destruction of Public Records;
- (3) Chapter 74.04 RCW General Provisions – Administration;
- (4) Chapter 42.56.210 RCW Certain Personal & Other Records Exempt;
- (5) 45 CFR 205.50 provides for safeguarding information for the financial assistance programs and identifies limitations to disclosure of said information; and
- (6) Public Law 99-508 (18 USC section 2510et. Seq. Electronic Communications Privacy Act of 1986) Part A of Title IV of the Social Security Act authorizes disclosure of client information and provides for safeguards, which restrict the use or disclosure of information concerning applicants or recipients to purposes directly connected with administration of the program.
- (7) Breach Notification.** In addition to General Terms and Conditions, Section 39, Breach Notification, if a potential loss of confidential information or breach occurs from ESA Information Systems, the ALTSA Privacy Officer will notify the ESA Privacy Officer within one (1) business day of discovery.

d. Data Transport

When transporting DSHS/LMTAAA Confidential Information electronically, including via email, the data will be protected by

- (1) Transporting the data within the State Governmental Network (SGN) or the Contractor's internal network, or;
- (2) Encrypting any data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public internet.
- (3) Contractor staff whose email addresses are outside of the DSHS firewall are required to use the DSHS Secure Email system for the transmission of any electronic mail message containing a name, Personal Information or PHI for a client, care recipient or caregiver. This system is intended for the exchange of data between DSHS/LMTAAA and Contractor for the performance of services outlined in this Contract and shall not be used for any other transmissions.

6. Authority. The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here:

<https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

7. **Administrative Controls.** The Contractor must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
 - c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

8. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
 - a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
 - f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS/LMTAAA Confidential Information.

- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

- (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
- (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

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

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

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

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by LMTAAA on optical discs which will be used in local

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

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by LMTAAA on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify the LMTAAA Contracts Manager immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS/LMTAAA Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.

 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this

feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

- i. Keeping them in a Secure Area when not in use,
- ii. Using check-in/check-out procedures when they are shared, and
- iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

(1) DSHS/LMTAAA Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS/LMTAAA Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS/LMTAAA Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

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

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

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

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

- (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS/LMTAAA.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.
- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
 - (b) The Cloud storage solution used is FedRAMP certified.
- (3) If the Data includes Protected Health Information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

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

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within three months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS/LMTAAA Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

11. Data Segregation.

- a. DSHS/LMTAAA Data must be segregated or otherwise distinguishable from non-DSHS/LMTAAA data. This is to ensure that when no longer needed by the Contractor, all DSHS/LMTAAA Data can be identified for

return or destruction. It also aids in determining whether DSHS/LMTAAA Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

- (1) DSHS/LMTAAA Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS/LMTAAA Data; and/or
 - (2) DSHS/LMTAAA Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS/LMTAAA Data; and/or
 - (3) DSHS/LMTAAA Data will be stored in a database which will contain no non- DSHS/LMTAAA data; and/or
 - (4) DSHS/LMTAAA Data will be stored within a database and will be distinguishable from non- DSHS/LMTAAA data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS/LMTAAA Data will be physically segregated from non- DSHS/LMTAAA data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DSHS/LMTAAA Data from non- DSHS/LMTAAA data, then both the DSHS/LMTAAA Data and the non- DSHS/LMTAAA data with which it is commingled must be protected as described in this Exhibit.

12. Data Disposition. When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to LMTAAA or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

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

| | |
|----------------------------------|---|
| Optical discs (e.g. CDs or DVDs) | Incineration, shredding, or completely defacing the readable surface with a coarse abrasive |
| Magnetic tape | Degaussing, incinerating or crosscut shredding |

- 13. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS/LMTAAA shared Data must be reported to the LMTAAA Contact Person designated in the Agreement within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS/LMTAAA.
- 14. Data shared with Subcontractors.** If DSHS/LMTAAA Data provided under this Agreement is to be shared with a subcontractor, the Agreement with the subcontractor must include all of the data security provisions within this Agreement and within any amendments, attachments, or exhibits within this Agreement. If the Contractor cannot protect the Data as articulated within this Agreement, then the contract with the Subcontractor must be submitted to the LMTAAA Contact Person specified for this Agreement for review and approval.

Agreement#: 18-1120-0041-06(4)
Contractor: MTA
Service: Transportation
Effective Date: January 1, 2021

EXHIBIT B -- STATEMENT OF WORK

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

AND

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

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

1. Service Description

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

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

2. Eligibility Criteria

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

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

- Public transportation is not available or accessible.

3. Target Population

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

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

4. Trip Prioritization

The Contractor shall prioritize trips as follows:

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

5. Transportation Drivers-Paid and Volunteer

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

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

6. Driver Training Guidelines

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

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

The Contractor shall assure training of volunteer drivers as follows;

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

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

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

7. Driver Evaluation-Paid and Volunteer

The Contractor shall

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

8. Maintenance Recommendations

The Contractor shall follow these maintenance recommendations;

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

9. Reporting Requirements

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

10. Referral to Information and Assistance/Case Management

The Contractor shall, subject to client consent, refer all clients who appear to meet the Vulnerability criteria, to the I&A component of the I&A/CM Program for screening to determine the need for case management.

11. Contribution Policy

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

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

12. Service Levels

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

- Proposed number of trips to be provided in 2021:
1,550 trips.
- Proposed number of miles to be provided in 2021:
65,000 miles.
- Proposed number of unduplicated clients to be served in 2021:
100 unduplicated clients.

| | |
|----------------|----------------|
| Service | Transportation |
| Funding Source | OAA IIIB/SCSA |

Budget
2021 RFP Attachment H

| | |
|---------------------------|----------|
| Total Budget | \$80,088 |
| Units of Service | 67,650 |
| Unit Rate (if applicable) | \$1.18 |

Contract unit rate: \$0.575

| | |
|--------------------------|-----------------|
| Total | \$114,097 |
| less in-kind | \$32,725 |
| less non-qualified trips | \$1,284 |
| Contract budget | \$80,088 |

| A Description | B Total All F+G | C OAA/SCSA funds | D Project Income | E Other Cash | F Subtotal C+D+E | G In-Kind |
|---|--------------------|---------------------|---------------------|-----------------|---------------------|-----------------|
| TOTALS | \$114,097 | \$38,910 | \$1,000 | \$33,459 | \$73,369 | \$40,728 |
| Salaries | \$54,429 | | \$1,000 | \$13,728 | \$14,728 | |
| <i>see staffing plan</i> | \$14,728 | | \$1,000 | \$13,728 | \$14,728 | |
| <i>Volunteer Hours est @2,900</i> | \$39,701 | | | | | \$39,701 |
| Benefits | \$10,142 | | | \$10,142 | \$10,142 | |
| <i>FICA</i> | \$1,127 | | | \$1,127 | \$1,127 | |
| <i>Unemployment</i> | \$0 | | | | \$0 | |
| <i>L&I</i> | \$143 | | | \$143 | \$143 | |
| <i>Retirement</i> | \$2,147 | | | \$2,147 | \$2,147 | |
| <i>Medical</i> | \$6,725 | | | \$6,725 | \$6,725 | |
| <i>Dental</i> | \$0 | | | | | |
| <i>Other (vision)</i> | \$0 | | | | | |
| Office Supplies | \$200 | | | | | |
| <i>Office supplies, copying</i> | | | | \$200 | \$200 | |
| Operating Supplies | \$20 | | | | | |
| <i>mail, gas</i> | | | | \$20 | \$20 | |
| Professional Services | \$0 | | | | \$0 | |
| Communications | \$0 | | | | | |
| <i>phone, internet</i> | | | | | | |
| Staff Travel | \$0 | | | | | |
| Other Travel | \$39,587 | \$38,560 | | \$0 | \$38,560 | \$1,027 |
| <i>Other Travel- Additionally Awarded Funds</i> | | \$0 | | | \$0 | |
| Advertising | \$850 | \$350 | | \$500 | \$850 | |
| <i>advertising printing, advertising</i> | | | | | | |
| Operating Rentals | \$0 | | | | | |
| <i>(name type of rental)</i> | | | | | | |
| Insurance | \$7,900 | | | \$7,900 | \$7,900 | |
| Public Utilities | \$0 | | | | | |
| Repairs/Maintenance | \$0 | | | | | |
| Miscellaneous Expense | \$320 | | | | | |
| <i>Volunteer Recognition, Postage</i> | | | | \$320 | \$320 | |
| Education/Training | \$150 | | | \$150 | \$150 | |
| Contract Services | \$500 | | | | | |
| <i>Background & DMV checks</i> | | | | \$500 | \$500 | |
| Equipment Expense | \$0 | | | | | |
| <i>(name type of expense)</i> | | | | | | |

Staffing Plan

| hr/wk | hr/yr | FTE | Position | | AAA Contract / OAA/SCSA |
|-------|------------|-----|---------------------------------|-----|----------------------------|
| | | | | | |
| 0 | week mo | | Dispatch/Scheduler | S | 0 |
| | | | | % | 0% |
| | | | | fte | 0.00 |
| 40 | 23.97 | | Accounting Assistant II | S | 7,479 |
| 6 | week mo | | | % | 15% |
| 26.00 | | | | fte | 0.15 |
| 40 | 21.50 | | MTA Driver | S | 6,797 |
| 7.6 | week mo | | | % | 19% |
| | | | | fte | 0.1900 |
| 40 | 43.41 | | Administrative Services Manager | S | 451 |
| 0.2 | week mo | | | % | 0.50% |
| | | | | fte | 0.0050 |
| | | | | | |
| | | | | | |

Total Salaries

\$14,728

Total FTE

0.35

Retirement

Medical/Dental/Vision/L

FICA

L & I

2021 Budget

| <i>Other</i> | <i>(name source)</i> | <i>(name source)</i> | <i>(name source)</i> | Total F - J |
|--------------|----------------------|----------------------|----------------------|--------------------|
| 0 | | | | - |
| 0% | | | | 0% |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 44,872 | | | | 49,857.60 |
| 90% | | | | 105% |
| 0.90 | 0.00 | 0.00 | 0.00 | 1.05 |
| 35,508 | | | | 35,776.00 |
| 99.25% | | | | 118% |
| 0.9925 | 0.00 | 0.00 | 0.00 | 1.18 |
| 89,616 | | | | 90,292.80 |
| 99.25% | | | | 100% |
| 0.9925 | 0.00 | 0.00 | 0.00 | 1.00 |
| | | | | |
| | | | | |
| | | | | |

| | | | | |
|------------------|-------------|-------------|-------------|------------------|
| \$169,995 | \$0 | \$0 | \$0 | \$175,926 |
| 2.89 | 0.00 | 0.00 | 0.00 | 3.23 |

| | |
|--------------|-----------------------|
| Total | LMTAAA Portion |
|--------------|-----------------------|

| | | |
|--|--|---------------------------------|
| - | - | Dispatch/Scheduler |
| 6,574 | 986 | Acctg Assistant II |
| 5,800 | 1,102 | MTA Driver |
| 11,711 | 59 | Administrative Services Manager |
| <hr style="border: none; border-top: 1px solid black;"/> | <hr style="border: none; border-top: 1px solid black;"/> | |
| 21,799 | 2,147 | |

| | | |
|--|--|---------------------------------|
| .ife | - | Dispatch/Scheduler |
| 19,497 | 2,925 | Acctg Assistant II |
| 19,497 | 3,704 | MTA Driver |
| 19,269 | 96 | Administrative Services Manager |
| <hr style="border: none; border-top: 1px solid black;"/> | <hr style="border: none; border-top: 1px solid black;"/> | |
| 58,263 | 6,725 | |

| | | |
|--|--|---------------------------------|
| - | - | Dispatch/Scheduler |
| 3,814 | 572 | Acctg Assistant II |
| 2,737 | 520 | MTA Driver |
| 6,907 | 35 | Administrative Services Manager |
| <hr style="border: none; border-top: 1px solid black;"/> | <hr style="border: none; border-top: 1px solid black;"/> | |
| 13,458 | 1,127 | |

- Dispatch/Scheduler

| | | |
|-------------|-----------|---------------------------------|
| 412 | 62 | Acctg Assistant II |
| 3,113 | 591 | MTA Driver |
| 412 | 2 | Administrative Services Manager |
| <hr/> 4,806 | <hr/> 143 | |

CONTRACT SIGNATURE AUTHORIZATION

Lewis-Mason-Thurston Area Agency on Aging

CONTRACTOR: Mason Transit Authority

SERVICE: Transportation Services - Volunteer Driver Program

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

1. Board Chair

Name (typed or printed) Title

Specimen Signature

2. _____
Name (typed or printed) Title

Specimen Signature

3. _____
Name (typed or printed) Title

Specimen Signature

4. _____
Name (typed or printed) Title

Specimen Signature

Certified By: _____
Contractor Signature
(President, Chairman of Board or comparable official)

Board Chair

Title Date

INVOICE SIGNATURE AUTHORIZATION

Lewis-Mason-Thurston Area Agency on Aging

CONTRACTOR: Mason Transit Authority

SERVICE: Transportation Services: Volunteer Driver Program

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

1. Danette Brannin General Manager

Name (typed or printed) Title

Specimen Signature

2. LeeAnn McNulty Administrative Services Manager

Name (typed or printed) Title

Specimen Signature

3. Haley Dorian Accounting Assistant

Name (typed or printed) Title

Specimen Signature

4. _____
Name (typed or printed) Title

Specimen Signature

Certified By: _____
Contractor Signature
(President, Chairman of Board or comparable official)

Board Chair

Title

Date

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: December 15, 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.

Pear Orchard Construction: Scarsella is progressing construction. Paving is planned for the week of 12/7. Scarsella aims to complete paving and curb and gutter by end of December. Next steps in January will include landscaping, striping, and final electrical work.

Program Construction: Rognlin's is sending in submittals and RFIs for the overall project. Rognlin's will begin to order critical elements of the Belfair and Shelton/Matlock park and ride to address long lead times for certain items. Rognlin's is currently planning on having the Belfair park and ride completed by end of June 2021. Building and bus parking lot will begin mid 2021.

Other progress: Scarsella/Parsons is currently wrapping up work at the Shelton/Matlock park and ride. Scarsella/Parsons is coordinating with WSDOT regarding finalization of all the contract details.

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: December 15, 2020

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board December 15, 2020

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board December 15, 2020

GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

Park & Ride Development:

- Pear Orchard and Shelton-Matlock are under construction.
- Phone meetings with Project Manager.
- Please see Park & Ride informational page for more details.

T-CC Parking Lot:

- We are still waiting for the No Further Action opinion. Received feedback from Ecology and Landau Associates is responding to provide the information needed.

EDC:

- Attended EDC Board Meeting and Retreat.
- Met with Chamber and EDC board members.

WSTIP:

- Attended the Monthly Executive Committee meeting.
- Attended Annual Board Meeting.
- Participated in Pollution Coverage webinar.

WSTA/SMTA:

- Attended WSTA 4th Quarter Board Meeting.
- Attended Bi-weekly SMTA call (2x).
- Attended Legislative Affairs Committee.

Webinars:

Attended the following webinars:

- ChargeEval – A tool for evaluating electric vehicle charging along highway corridors.
- Understanding ADA Course.
- Understanding and Addressing Changing Rider Needs.

PRTPO:

- Participated in PRTPO Technical Advisory Committee meeting.

External Activities:

- Attended Opioid Stakeholders meeting.
- Shelton-Mason Chamber of Commerce 2020 Real Estate Review & Economic Forecast

Internal Activities:

- Worked with Ops Team on COVID-19 issues.
- Met with Right! Systems to discuss IT needs.
- Met with Shop Stewards for Drivers and the Union Business Representative.
- Prepared, reviewed, updated and/or edited policies: No-Show, EEO, Travel and Travel Reimbursement, ADA.
- Reviewed and updated three job descriptions.
- Met with LeeAnn to discuss and finalize budget.
- Working on move to T-CC.
- Met with Board Policy Committee.
- Made presentation for grant application.
- Meetings with Managers on various topics.

Board Assistance, Awareness and Support:

- No updates.

TEAM UPDATES

ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

HR Support

- Reviewed POL-307 EEO Policy and Program.
- Compiled data for EEO Program completion.
- Reviewed several job descriptions with Danette as we assess staffing needs.
- Prepared a job description for an Accounting Coordinator position.
- Processed open enrollment for 2021 benefits.
- Provided input for updated COVID-19 messaging to staff.
- Attended virtual Q4 WSTA HR Roundtable meeting.
- Reviewed POL-601 Providing Workers Compensation & Transitional Work Assignment Policy.

Recruiting

- Opened a recruitment for the Accounting Coordinator position. The goal is to fill this position in January.

Administrative Functions

- Prepared the 2021 LMTAAA Volunteer Driver Program budget.
- Finalized budget assumptions.
- Prepared Budget Narrative document.
- Completed review and preparation to surplus remaining obsolete fixed asset items.
- Attended WSTIP Q4 & Annual board meeting.
- Participated in Right Systems introduction meeting.
- Hosted the second public hearing related to the 2021 Budget.
- Reviewed POL-402 Travel & Travel Reimbursement Policy.

MAINTENANCE/FACILITIES – Marshall Krier

Outreach and meetings:

- Met with Mason County and City of Shelton staff on snow removal strategies.
- Made presentation for grant application.

T-CC Facility:

Gym:

- Pickle ball resumed briefly with a total of 6 participants. Program is temporarily canceled. Nine people utilized the gym for C.P.I. Training (TeleCare) before the state mandated shut down. Social distancing was practiced.

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

Kitchen: There were no users of the kitchen facility for the month of November.

T-CC Building Projects/Purchases/Maintenance

Projects/Purchases

- On-going deep cleaning for COVID-19.
- Working with contractors on bids for the T-CC office remodel.
- Delivery of surplus items to State Surplus.
- Finalized kitchen use agreement with Tech Ventures Inc., a new kitchen user.
- Set up Christmas tree in Atrium. Happy Holidays!

Johns Prairie and Belfair Building Projects/Purchases/Maintenance:

- Completing quote process for one mini cutaway.
- On-going maintenance for the temporary Belfair office.
- On-going deep cleaning for COVID-19.
- Installation of parking bollards at JP facility.

OPERATIONS – Mike Ringgenberg

- **Assistance:** Operations Supervisors conducted 16 driver/passenger assistance calls in November.
- **COVID-19:** Public Service Announcements for our bus shelters were installed to remind riders that if they are sick to stay home.
- **Driver Evaluations:** Our goal is to complete our Driver evaluations during the month of December.
- **Meals on Wheels:** We delivered 1,049 meals and 28 commodity boxes to Mason County residents in November.
- **Outreach presentations:** All outreach presentations have stopped during the COVID-19 outbreak.
- **Retirement:** Scot Haskell is scheduled to retire at the end of December. He has driven as a Worker/Driver for MTA for over 15 years!!
- **Ridership:** We had 12,957 total riders in all modes of transportation in November 2020. We have lost 253,893 riders for the year due to the pandemic.
- **Training:** We are gearing up for PASS 7.0 training classes for 28 drivers and CPR/FA/AED training for 17 drivers during the first quarter of 2021.
- **Vanpool:** Usage rate for November 2020 was 50%; 5 of 10 vans were in use.
- **Worker/Drivers:** CONGRATULATIONS to James C. and Michael S. They PASSED their CDL driving test on November 22.

2020 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

| 2020 Work Items | Completed as of 12/11/2020 | 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 presentaton 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 | ✓ | Bus on the Lookout; CPR/AED/FA; one volunteer driver trained; two back-up worker/drivers were route trained; Ecolane; Reasonable Suspicion; PASS; COVID-19 PPE; one driver refresher; new vehicle training. |
| 3rd Quarter Driver training and refresher training as required | ✓ | All caught up in CPR/AED/FA and PASS training; 7 drivers trained in 40' coaches; 1 driver trained in new cutaway; tablet training for all drivers; 1 vanpool driver trained; 2 drivers currently being trained as back up worker/drivers. |
| 4th Quarter Driver training and refresher training as required | | |
| Complete CAD/AVL/GPS installation | ✓ | For the most part UniteGPS and Ecolane are now working. Still tweaking minor things put overall the project has been completed. |
| Change from flag stop to fixed stop in urban area of Shelton | | Moving to 2021 |
| Curbs or bollards at Johns Prairie | | Moving to 2021 |
| Purchase rain jackets | ✓ | Rainjackets have been ordered; grant request submitted to WSTIP |
| 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 | | Moving to 2021 |
| Define Safety Committee's purpose and direction | | Moving to 2021 |
| 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 and ATS (Agate, Timberlake and Shorecrest). Will be adding new route once Shelton-Matlock Park & Ride is open. |
| 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 | ✓ | Service levels will be returning to 75% of what we had pre-COVID. We will be using this base line as the premise for future service levels should the impact of I-976 becomes a reality. In the TDP, we show a reduction in service in 2021-2022. |
| Benchmark route performance and monitor low-performing routes | | Moving to 2021 |
| 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 have prepared as best we can. MTA's financial outlook is healthy through 2021 at least. |
| Create needed financial policies or manual | | Moving to 2021 |
| Ensure compliance of grant contracts | ✓ | LeeAnn has reviewed grant agreements and has thoroughly gone through the reimbursement process to ensure charges are proper. |
| 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 | | This is currently on hold due to COVID-19. |
| Participate in community events | ✓ | Delivering meals to seniors during the COVID-19 crisis. |
| Promote City and County partnerships | ✓ | Worked with City on T-CC Parking Lot project that is now complete. Worked with the City in support of their projects. |
| 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 | | Currently, promoting the program is on hold as several of the drivers are unavailable |
| 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 | ✓ | At this time, we are putting further steps on hold. |

| Objective 5: Workplace Culture | | |
|--|---|---|
| Improve communications through established methods | ✓ | The Employee Engagement Committee is working through a communication plan and will have it rolled out by year end. |
| 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 | ✓ | Drivers' contract has been ratified. Comm Center is no longer in a bargaining unit. |
| Employee Engagement committee | ✓ | Continued meetings, almost have completed the Communication Plan. Working on alternatives to the All-Staff. |
| 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 | ✓ | This has been improved through having a COVID-19 Coordinator. |
| Prepare a policy review schedule | ✓ | Created a schedule for reviewing policies. |

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Item 3 – *Informational*

Subject: Operational Statistics

Prepared by: LeeAnn McNulty, Administrative Services Manager

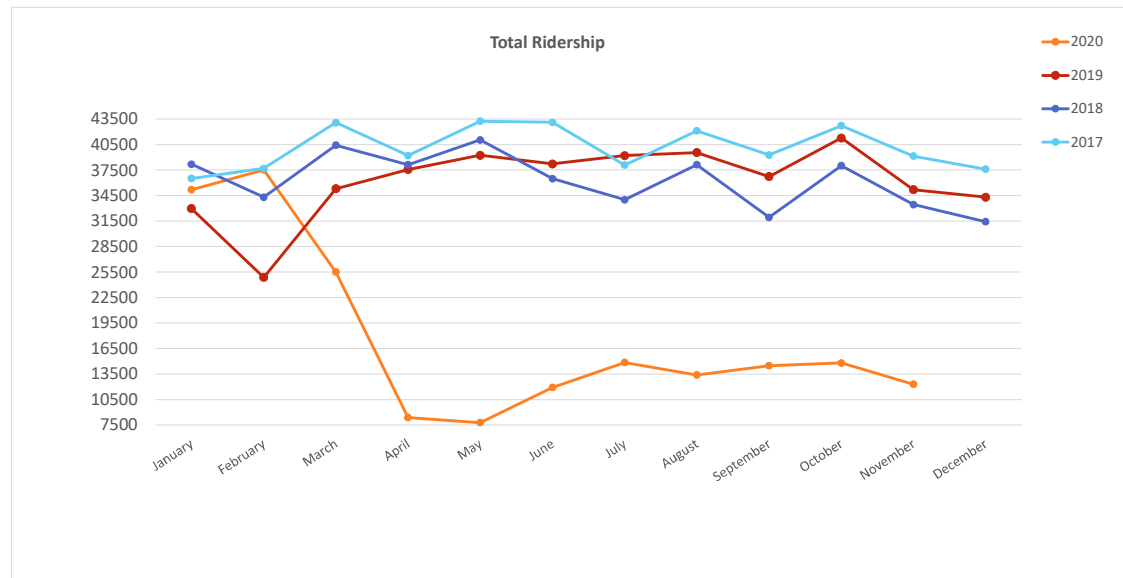
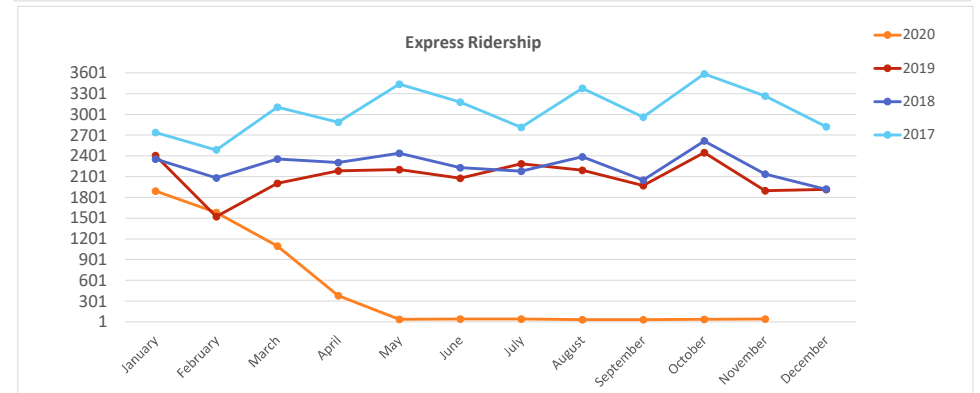
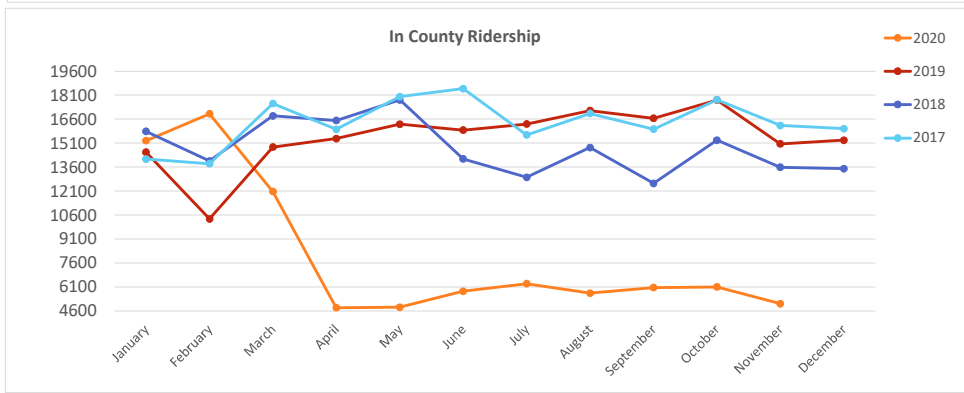
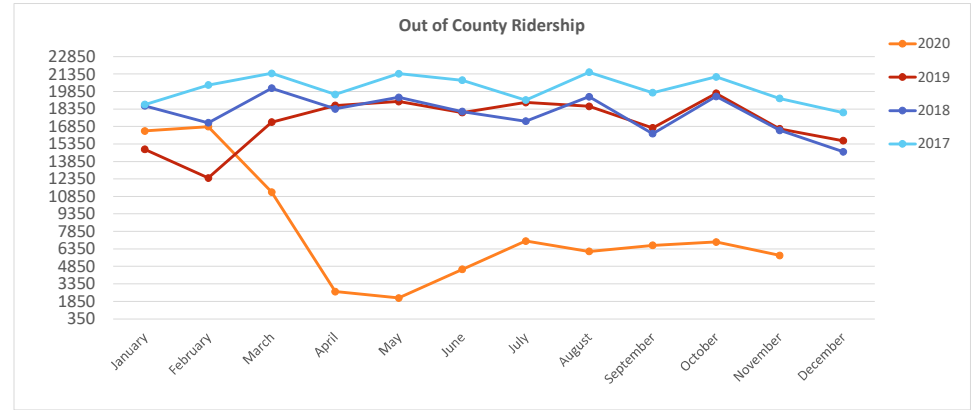
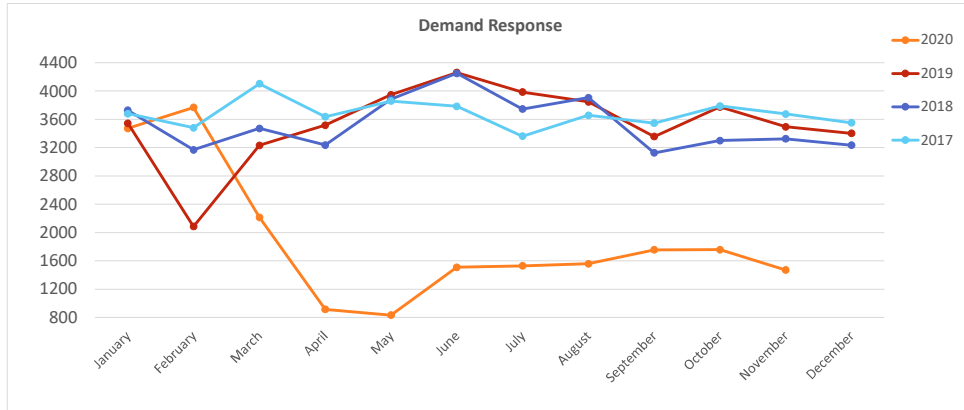
Approved by: Danette Brannin, General Manager

Date: December 17, 2020

Background:

The attached ridership data depicts the continued impact of the pandemic on passenger utilization of MTA services as it continues to show decreased ridership in 2020 over previous year. Ridership has been mostly stable since July, showing a slight increase in the number of Out of County and Demand Response passengers in November.

RIDERSHIP DATA CHARTED



Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Item 4 – *Informational*

Subject: MTA 2020 Accomplishments Report

Prepared by: Danette Brannin, General Manager

Approved by: Danette Brannin, General Manager

Date: December 15, 2020

Background:

Attached is MTA's 2020 Accomplishments Report which highlights many of the projects and major tasks accomplished in 2020.

This has been a difficult year to complete projects due to much focus being on COVID-19. However, we were able to accomplish many projects and tasks. Safety was still a focus as we continued to conduct quarterly driver training, fire and earthquake drills, incorporate passenger safety features such as shelter lighting, and employee safety.

I am very happy our Ops Team supported Meals on Wheels and Commodity Box deliveries. Drivers delivered on average 250 meals a week to senior citizens around Mason County. Twenty-eight Commodity Boxes were delivered monthly. Drivers also assisted with the Volunteer Driver program by transporting clients to out of county appointments normally done by volunteers. Many of the volunteers are in the high-risk category for COVID-19 and were unable to drive so our drivers were assigned the task.

One exciting, fun project was rebranding our fleet. Coaches have a new look and we placed fun slogans on cutaways. We have begun to standardize our branding look with the "swoosh."





Speaking of our buses and shelters, they have never been cleaner! Buses are fogged daily, and high-touched surface areas are wiped down regularly. Buses are detailed thoroughly on a rotating schedule. Shelters are cleaned daily as well.

The bus technology project is mostly complete (finally!) after many setbacks and a change of vendors. Buses now have Automatic Vehicle Locator, passenger counting and tablets. New scheduling software was incorporated. We are still working on Automatic Voice Announcement and passenger apps for scheduling.

Park & Ride projects are moving along. The roundabout at Log Yard Rd and SR3 was completed. We had a groundbreaking ceremony (COVID style) at the Belfair site and will see work start there in the spring of 2021. The park & ride will be completed first, then the building and bus parking lot.

Pear Orchard and Shelton-Matlock Park & Rides will be completed and ready to open early 2021.

Pickering and Cole Rd Park & Rides are slated for upgrades in 2022.



The T-CC Parking Lot was also completed! We are still working with Department of Ecology on the No Further Action opinion through the Voluntary Cleanup Program and we hope to have that completed soon. We had a Ribbon Cutting at the parking lot.



In addition, staff kept up with daily tasks, streamlined operations and completed maintenance projects. It was a great time to do some painting and other projects at the T-CC.

We began the Admin office move to the T-CC and anticipate admin will move late January.

COVID-19 has been a challenge, of course, for us and everyone else. We had to manage mandates, employees sheltering that were at risk or family members at risk, service cuts and adding back service, new policies due to COVID-19, provide PPE, new cleaning requirements and social distancing challenges to name a few. We created a temporary COVID-19 Coordinator/Driver position to help with keeping employees and customers safe as well as ensuring mandates and requirements were followed. This position will be around until the need passes (whenever that may be).

We look forward to 2021 and the hope of returning all service along with ridership.

| 2020 Accomplishments toward State Goal Areas | State Goal Areas | | | | | |
|---|-------------------|--------------|--------|----------|-------------|-------------|
| | Economic Vitality | Preservation | Safety | Mobility | Environment | Stewardship |
| Administration (HR, Finance, IT) | | | | | | |
| Procurement training for public works projects | | | | | | X |
| Increased reserves for future financial needs | | X | | X | | X |
| Navigated SAO audit entirely virtual | X | | | | | X |
| Performed a complete physical inventory of maintenance vehicle parts | | X | | | | X |
| Refined contract/lease templates and work flow procedures with the assistance of legal counsel | X | | | | | X |
| Managed many different mandates, regulations and acts due to COVID-19 | | | | X | | X |
| Implemented Shared Work Plan with Employment Security | X | | | | | X |
| Appointed a coordinator to manage and assist with COVID-19 issues | | | X | X | | |
| Prepared Policy Review Schedule; reviewed current policies; updated 20 policies | | | X | | | X |
| Prepared 4 new policies - 2 due to COVID-19 | X | | X | | | X |
| Reorganized facilities to streamline administration | | | | | | X |
| Purchased and installed firewalls at all location to begin network reconfiguration | | | X | | | X |
| Setup WiFi for the public to use at the T-CC | | | | | | X |
| Continued design for shared drive and continued work in records management | | | X | | | X |
| Finished the migration of server to our new VRTX, decommissioned old server | | | | | | X |
| Surplused the majority of decommissioned equipment | | | | | | X |
| Setup interpretation services | X | | | X | | X |
| Setup IT in new Belfair location | | | | X | | X |
| Outreach | | | | | | |
| Outreach effort was limited due to COVID-19 | | | | | | |
| Two Radio Spots | X | | | | | X |
| 12-weekly Ads | | | X | | | X |
| Donated one DAR vehicle to Mason County QRT | X | | X | | | |
| Participation of outside committees: WSTIP, WSTA, EDC, TIP-CAP, Diesel Advisory Committee; PRTP and TAC; Opioid Stakeholder Group | X | X | | X | X | X |
| Public Hearings for TDP, Service changes and Budget | | | | X | | X |
| Meals on Wheels and Commodity Box delivery | X | | X | | | |
| Conducted tour groups at MTA, prior to COVID-19 | X | | | | | X |
| Spearheaded Driver Appreciation day in 2020 | | | | | | X |
| T-CC | | | | | | |
| Accommodated move of Operations Supervisors and Comm Center; beginning move of Admin | | | X | X | | X |
| T-CC Parking Lot | | X | X | | X | X |
| Repainted inside of the gym and LEED building stairs | | X | | | | |
| Shampooed all carpets | | X | | | | |
| Maintenance, inspections and test completed in various areas | | X | | | | |
| Streamlined and standardized leases and Use Agreements | X | X | | | | X |
| COVID-19 related assistance in several areas, developed reopening plan | | | X | | | |
| Developed and maintaining a sanitizing schedule for high touch areas | | | X | | | |
| Operations | | | | | | |
| Driver Training and Refresher Training | | | X | X | | X |
| Completed CAD/AVL/GPS Installation | | | X | X | | X |
| Purchase high visibility rain jackets | | | X | | | |
| Operations Supervisors moved to T-CC | | | X | | | X |
| Review DAR services and hours for efficiency and availability | X | | | X | | X |
| Expand Zipper route hours | X | | | X | | X |
| Review the Comprehensive Service Review to incorporate suggestions | | | | X | | X |
| Installed Kiosk at T-CC for passenger information | | | X | | | X |
| Managed several service changes and driver shake-ups due to COVID-19 | X | | X | | | X |
| Social distancing measures throughout facilities and vehicles | | | X | | | |

| 2020 Accomplishments toward State Goal Areas | State Goal Areas | | | | | |
|--|-------------------|--------------|--------|----------|-------------|-------------|
| | Economic Vitality | Preservation | Safety | Mobility | Environment | Stewardship |
| Provided PPE for employees and customers for COVID-19 protection | | | X | | X | X |
| Provided drivers for the Volunteer Driver Program | X | | X | X | | |
| Managed constant changes to service and driver shortage | X | | X | X | | |
| Created an Emergency Alert Text message for MTA employees | | | X | | | |
| Installed a solar light at Triton Cove bus stop | | | X | | | |
| Completed review/update of Inclement Weather Plan | | | X | X | | X |
| Created a COVID-19 coordinator/driver position to help implement mandates | | | X | X | | |
| Facilitated training with Fire Dept & Gillig on the new Hybrid electrical systems | | | X | | | |
| Partnered w/local police agencies to use MTA facilities/buses for training | | | X | X | | |
| Installed a bus shelter on Grapeview Loop and Washington DOC. | | | X | X | | X |
| Participated in the Great Washington ShakeOut/Earthquake drill | | | X | X | | |
| Maintenance | | | | | | |
| State of Good Repair at target with incoming vehicles | X | X | X | X | X | X |
| Incorporated first two hybrid vehicles into fleet | | | | | X | |
| Rebranded Fleet | X | | | | | |
| Continuous efforts to maintain and preserve transit-owned facilities | | X | X | | | X |
| Revamped daily bus and shelter cleaning schedules to combat COVID-19 | | | X | | | |
| Review of electric impact of electric vehicle charging of buses | | | | | X | |
| Belfair office move to temporary mobile structure at Roy Boad | | | X | | | X |
| Applied for vehicle grant to replace end of life vehicles | X | X | X | X | X | X |
| Began move of Administration to T-CC | | | | | | X |
| Ongoing safety initiatives including new eye wash stations | | | X | | | |
| Bus improvements including installation of remanufactured engines and transmissions | X | | X | | | X |
| Major Projects | | | | | | |
| Bus Technology - tablets, CAD/AVL, new scheduling software, passenger counting all installed. Working on voice enunciation and customer apps | | X | X | X | | |
| Park & Ride Development - continued with new construction of park & ride lots and retro-fitting, upgrading existing lots | X | X | X | X | | X |