



AGENDA

Mason Transit Authority Board Regular Meeting

Tuesday, February 21, 2023 at 4:00 p.m.

Remote Meeting via WebEx

To join by phone: 408-418-9388

Meeting access code 2556 160 1855

(Password) 46mvRAPqFm3

In person attendance:

Mason Transit Authority
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton

1. **CALL TO ORDER** Chair
2. **ROLL CALL AND DETERMINATION OF QUORUM** Chair
3. **PUBLIC COMMENT – *Limit of three (3) minutes per person*** Chair

Public Comment Note: This is the place on the agenda where the public is invited to address the Authority on any transit-related issue. Please keep comments to no more than three minutes.

The Chair will ask for public comments from those present in the meeting room first, followed by those attending virtually. When called, please state your name and preferred contact information for the record. Authority Members and Staff will not enter into a dialogue during public comment but may ask clarifying questions. If the Authority feels an issue requires follow up, Staff will be directed to respond at an appropriate time.
4. **APPROVAL OF AGENDA – ACTION** Chair
5. **CONSENT AGENDA – ACTION** Chair
 - A. Pg. 003: January 17, 2023 regular Board meeting minutes
 - B. Pg. 006: Check Approval: January 12 – February 10, 2023
6. **ACTION ITEMS:**

Unfinished Business: None

New Business:

 - A. Pg. 013: Actionable: Approve Consolidated Capital Grant Agreement PTD0598 (Resolution No. 2023-02) Amy

7. **DISCUSSION ITEMS:**

Presentation on Dial-A-Ride Services

Jason

8. **STAFF AND INFORMATIONAL REPORTS**

A. **Pg. 31: Financial Reports – December 31, 2022 and February 28, 2023**

B. **Pg. 38: Management Reports**

C. **Pg. 42: Operational Statistics**

9. **COMMENTS BY BOARD**

10. **UPCOMING MTA BOARD MEETING:**

**Mason Transit Authority
Regular Meeting
March 21, 2023 at 4:00 PM**
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton

11. **ADJOURNMENT**

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
January 17, 2023
Virtually and at
Transit-Community Center Conference Room
601 West Franklin Street
Shelton



OPENING PROTOCOL

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

2. ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present Virtually via WebEx: John Campbell, Chair; Randy Neatherlin and John Sheridan.

Authority Voting Board Member Present in Person: Eric Onisko, Vice Chair, and Kevin Shutty. *Quorum met.*

Authority Voting Board Member Not Present: Cyndy Brehmeyer, Wes Martin, Sandy Tarzwell and Sharon Trask.

Authority Non-voting Board Member Not Present: Zachary Collins, Business Representative, IAM and AW, District Lodge 160.

Citizen Advisor to the Board Present: John Piety

MTA Staff present at T-CC: Amy Asher, General Manager; Paul Bolte, Facilities and Fleet Maintenance Manager; Jenna Cookston, Accounting Coordinator, Tyler Hildebrandt, Technical Support Analyst, and Tracy Becht, Clerk of the Authority Board.

Others Present: Robert Johnson, Legal Counsel.

3. PUBLIC COMMENT – *No members of the public attended in person or virtually.*

4. APPROVAL OF AGENDA

Moved that the agenda for the January 17, 2023 Mason Transit Authority (MTA) regular board meeting be approved. **Shutty/Sheridan. Motion carried.**

5. CONSENT AGENDA

Moved to approve Consent Agenda items A through C as follows:

- A. December 20, 2022 MTA regular Board meeting minutes.
- B. Payments of December 14, 2022 through January 11, 2023 financial obligations on checks#37051 through 37132, as presented for a total of \$891,033.24.
- C. Elimination of Cash and Petty Cash Drawers at MTA (Resolution No. 2023-01).

Shutty/Sheridan. Motion carried.

6. ACTION ITEMS –NEW BUSINESS.

- A. Proposed 2023 MTA Board Committee Members. Amy Asher, General Manager, indicated that Board members were assigned to the Committees that were designated as first or second choice and those that did not respond were assigned to the same committee they served on last year. **Moved** that the Mason Transit Authority Board approve the Board members to serve on the Authority Board Committees as set forth above. **Shutty/Onisko.**
Motion carried.

7. STAFF REPORTS:

- B. Ms. Asher briefly highlighted the following items:

General Manager:

- Ms. Asher discussed carbon emission credits and that through the state transit association, Washington state transit agencies will have an opportunity to sell credits as a pool on the market. The program is still in development and agencies hope to learn more from those with expertise in Oregon and California.

Financial:

- Ms. Asher indicated that as the Finance team wraps up the end of 2022, the Board can anticipate seeing financial reports for December and January at the February meeting.

Operations:

- Ms. Asher stated that Dan Sharp, MTA's Operations Coordinator/Outreach has provided travel training to one group and will be attending the Resource Fair being held in Hoodspport on January 18 as those seeking various community resources can also learn about transportation options provided by MTA.
- MTA continues to be in partnership with school districts and transporting students.
- MTA has been training the new driver class in a separate area at the Sanderson airport which is a great opportunity for drivers to practice and prepare for their CDL testing.
- Service was canceled for one day during December due to icy conditions.
- While the Dial-A-Ride program has been serving the McCleary area, there has been request for route service in that area. MTA is currently coordinating schedules with the Squaxin Tribe and Grays Harbor Transit to provide service as a pilot program.

Facilities & Fleet:

- Paul Bolte, Facilities and Fleet Maintenance Manager, stated that MTA will be receiving three new ADA compliance mini-vans once the graphics have been placed on the vehicles.
- Recruitment for a new technician has begun.
- The interior of Building 4 at the Johns Prairie facility has been painted with a new coat of white paint. It was last painted in 2004. Ms. Asher also added that the facilities team has been doing repairs and painting since last summer and polishing up the base.

- Ms. Asher also added that Mr. Hildebrandt, MTA’s Technical Support Analyst, has been working on a security badge access program. A portion of funds for this security project were provided by a grant from WSTIP.
- Ms. Asher provided a bus technology demonstration via the MTA website relating to the “Where’s My Bus” app in connection with MTA’s fixed route service. A Dial-A-Ride presentation is planned for the February MTA Board meeting.

8. COMMENTS BY BOARD:

- Citizen Advisor to the Board, John Piety, requested to be placed on the Finance Committee and that he had served on MTA committees in the past. Ms. Asher indicated that she would verify with the bylaws that it could be done.
- Board member Shutty asked whether or not NARCAN could be placed in our facilities or on buses. Ms. Asher was aware that this had been brought up previously to the insurance pool. Ms. Asher indicated that she would check with WSTIP once again. The County Health Department would train MTA staff.
- Board member Shutty also asked if MTA would keep track of the out-of-county trips during the pilot program so that the statistics could be compared between before and after implementing the zero-fare pilot program.
- Board member Shutty also indicated that the County may be seeking a letter of support from MTA relating to a funding source in connection with the corridor.
- The Board Chair stated he was impressed with management’s staying up with cutting edge technology.

Moved that the meeting be adjourned.

9. ADJOURNED: 4:46 PM

UPCOMING MEETING

BOARD MEETING

**Mason Transit Authority
Regular Meeting
February 21, 2023 at 4:00 PM**
*On-line via WebEx and in person at the
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton*

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 5B – *Actionable*
Subject: Check Approval
Prepared by: Jenna Cookston, Accounting Coordinator
Approved by: Amy Asher, General Manager
Date: February 21, 2023

Summary for Discussion Purposes:

Disbursements:

- Northwest Pump & Equipment
 - Check #37138 -\$8,921.79 – ROTH 275 Gallon Tank & Parts
- 42 Gears Mobility Systems Inc.
 - Check #37184 - \$ 4,611.60 – Mobile Device Management Subservice
- Schetky Northwest Sales, Inc.
 - Check#37203 - \$1,136.99 – Booster Pump
- Small & Mid-Sized Transit Alliance
 - Check#37208 - \$3,434.00 – 2023 Membership Dues
- Washington State Transit Association
 - Check#37222 - \$10,036.00 –2023 Membership Dues

January Fuel Prices: Diesel \$3.57, Unleaded \$2.65

General Manager Travel Expenditures:

N/A

Check Disbursement Fiscal Impact:

\$595,122.94

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of January 12, 2023, through February 10, 2023, financial obligations on checks #37133 through #37222 as presented for a total of \$595,122.94.



Mason Transit Authority
February 21, 2023, Disbursement Approval

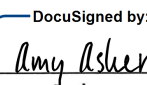
The following checks for the period of January 12, 2023, through February 10, 2023, have been audited and processed for payment by the Accounting Coordinator in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Accounting Department for review.

Description	Check Numbers	Total Amount
Accounts Payable Checks	37133-37222	595,122.94

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 1/18/2023	37139	189,776.87
Payroll & DRS – 1/31/2023	37167	183,323.40
Northwest Pump & Equipment	37138	8,921.79
42 Gears Mobility Systems Inc.	37184	4,611.60
Schetky Northwest Sales, Inc.	37203	1,136.99
Small & Mid-Sized Transit Alliance	37208	3,434.00
Washington State Transit Association	37222	10,036.00

Submitted by: 
Jenna Cookston, Accounting Coordinator

Date: 2/13/23

Approved by: 
Amy Asher, General Manager

Date: 2/15/2023

Mason Transit Authority Check Register
February 2023 Board Report

Activity From 1/12/2022 Through 2/10/2022

Document Date	Check #	Vendor Name	Amount
1/17/2023	37133	Aramark	156.71
1/17/2023	37134	Belfair Water District #1	86.41
1/17/2023	37135	Cummins Northwest, LLC	1,745.96
1/17/2023	37136	Island Superior Air Filter	353.25
1/17/2023	37137	McClatchy Company LLC	375.00
1/17/2023	37138	Northwest Pump & Equipment	8,921.79
1/18/2023	37139	Mason Transit Authority - ACH Account	189,776.87
1/25/2023	37140	Advance Glass	525.14
1/25/2023	37141	Aflac	546.28
1/25/2023	37142	AIG Retirement	1,243.84
1/25/2023	37143	World Kinect Energy Services	442.74
1/25/2023	37144	Aramark	156.71
1/25/2023	37145	Bradley Air Company	549.33
1/25/2023	37146	American Tire Distributors	1,691.91
1/25/2023	37147	CDW Government	3,688.89
1/25/2023	37148	Dept of Labor & Industries - Elevators	161.65
1/25/2023	37149	Dobbs Peterbilt - Rochester	244.10
1/25/2023	37150	Gillig, LLC	704.31
1/25/2023	37151	District 160	1,915.75
1/25/2023	37152	LegalShield	168.35
1/25/2023	37153	Mason County Garbage, Inc.	584.46
1/25/2023	37154	Mason County PUD #3	100.57
1/25/2023	37155	Purcor	158.19
1/25/2023	37156	ODP Business Solutions, LLC	120.98
1/25/2023	37157	O'Reilly Auto Parts	81.01
1/25/2023	37158	Builders FirstSource	80.65
1/25/2023	37159	Seattle Automotive Distributing	166.60
1/25/2023	37160	Mason County Journal	135.00
1/25/2023	37161	Staples Business Advantage	151.91
1/25/2023	37162	Tozier Brothers, Inc.	223.23
1/25/2023	37163	United Way of Mason County	50.00
1/25/2023	37164	AWC Employee Benefit Trust	95,408.91
1/25/2023	37165	Westbay Auto Parts	211.29
1/25/2023	37166	AWorkSAFE Service, Inc.	350.00
1/31/2023	37167	Mason Transit Authority - ACH Account	183,323.40
2/10/2023	37168	Abila	771.55
2/10/2023	37169	AIG Retirement	1,355.38
2/10/2023	37170	Stanley Convergent Security Solutions	533.12
2/10/2023	37171	Allstream	106.63
2/10/2023	37172	World Kinect Energy Services	23,510.36

Mason Transit Authority Check Register
 February 2023 Board Report

Activity From 1/12/2022 Through 2/10/2022

Document Date	Check #	Vendor Name	Amount
2/10/2023	37173	Aramark	313.42
2/10/2023	37174	Bradley Air Company	3,498.34
2/10/2023	37175	Berg Marketing Group	3,500.00
2/10/2023	37176	City of Shelton	1,637.83
2/10/2023	37177	Cascade Natural Gas	3,374.27
2/10/2023	37178	Comcast	264.86
2/10/2023	37179	Commercial Brake & Clutch, Inc.	140.80
2/10/2023	37180	Dobbs Peterbilt - Rochester	588.46
2/10/2023	37181	FireTek	130.20
2/10/2023	37182	Northwest Cascade Inc. DBA FloHawks	163.20
2/10/2023	37183	Gillig, LLC	1,827.21
2/10/2023	37184	42Gears Mobility Systems Inc.	4,611.60
2/10/2023	37185	Hood Canal Communications	2,490.74
2/10/2023	37186	HR Direct	97.64
2/10/2023	37187	Robert W. Johnson, PLLC	1,600.00
2/10/2023	37188	Kitsap Transit	1,999.09
2/10/2023	37189	Knight Fire Protection, Inc.	361.45
2/10/2023	37190	Mason County Garbage, Inc.	312.97
2/10/2023	37191	Mason County PUD #3	6,700.23
2/10/2023	37192	Purcor	310.08
2/10/2023	37193	McClatchy Company LLC	750.00
2/10/2023	37194	Mountain Mist Water	249.74
2/10/2023	37195	North Mason Chamber of Commerce	25.00
2/10/2023	37196	ODP Business Solutions, LLC	250.59
2/10/2023	37197	O'Reilly Auto Parts	1,403.90
2/10/2023	37198	Pitney Bowes Purchase Power	171.00
2/10/2023	37199	Port of Shelton	1,600.00
2/10/2023	37200	Builders FirstSource	117.01
2/10/2023	37201	Ricoh USA, Inc	75.91
2/10/2023	37202	Right! Systems, Inc.	4,318.30
2/10/2023	37203	Schetky Northwest Sales, Inc.	1,136.99
2/10/2023	37204	Seattle Automotive Distributing	45.58
2/10/2023	37205	Mason County Journal	251.85
2/10/2023	37206	The Shoppers Weekly	857.65
2/10/2023	37207	Smarsh	4.67
2/10/2023	37208	Small & Mid-Sized Transit Alliance	3,434.00
2/10/2023	37209	Staples Business Advantage	161.84
2/10/2023	37210	Summit Law Group	128.00
2/10/2023	37211	Total Battery & Automotive Supply	248.31
2/10/2023	37212	Tozier Brothers, Inc.	284.46

Mason Transit Authority Check Register
February 2023 Board Report

Activity From 1/12/2022 Through 2/10/2022

Document Date	Check #	Vendor Name	Amount
2/10/2023	37213	Transfor Corporation	160.00
2/10/2023	37214	United Way of Mason County	50.00
2/10/2023	37215	UniteGPS, LLC	1,053.00
2/10/2023	37216	U.S. Bank	8,494.47
2/10/2023	37217	Verizon Wireless	946.76
2/10/2023	37219	Westbay Auto Parts	1,350.76
2/10/2023	37220	Whisler Communications	1,806.53
2/10/2023	37221	AWorkSAFE Service, Inc.	910.00
2/10/2023	37222	Washington State Transit Association	10,036.00

January Check Totals \$ 595,122.94

Mason Transit Authority Credit Card Activity
February 2023 Board Report

January 2023 Activity

GL Title	Transaction Description	Expenses
Parts Inventory	Amazon - Fuel Filter	\$ 24.80
Parts Inventory	Amazon - Parts	41.66
Parts Inventory	Amazon - Parts	49.92
Parts Inventory	KMSensor, Fujianputia - Parts	208.00
Parts Inventory	Tapeswitch - Parts	95.91
Publication Fees	JobTarget - Driver recruitment	364.00
Publication Fees	JobTarget - Mechanic recruitment	349.00
Postage	Fedex - Return postage	12.72
Facility Repair/Maintenance	Concrete Recyclers - Broken Concrete	20.00
Facility Repair/Maintenance	McClendons - Hardware	1.84
Facility Repair/Maintenance	SweepScrub - Floor scrubber parts	95.24
Facility Repair/Maintenance	SweepScrub - Floor scrubber parts	157.80
Facility Repair/Maintenance	Tractor Supply - Hardware	9.75
Operating Supplies	Amazon - Traction cleats	788.26
Operating Supplies	Heat Transfer Warehouse -Reflective Vinyl- Ops Jackets	60.71
Office Supplies	Amazon - Ops Toner	1,248.58
Shop Supplies	Amazon - Toner	96.57
Shop Supplies	Amazon - Wash brush	19.52
Cleaning/Sanitation Supplies	Amazon - Enzyme odor control	29.37
Safety Training Material & Supply	Amazon - Training backpack	39.05
Safety Training Material & Supply	CTAA - PASS training	60.00
Software Expense	AC Delco - Software renewal	941.78
IT Equipment	Amazon - Additional ethernet cables	152.55
IT Equipment	Amazon - Ethernet for new Ops office	54.55
IT Equipment	Amazon - Ethernet Jacks, Power cords- Ops office	45.18
IT Equipment	Lowes - Cable raceway Ops office	68.92
Small Tools & Equipment	Amazon - Torque comparator	263.43
Small Tools & Equipment	Home Depot - Shop caulking	215.92
Small Tools & Equipment	Home Depot - Shop tool cart	272.66
Small Tools & Equipment	McClendons - Step ladder for Belfair base	81.36
Safety Supplies	Amazon - JP Flashlights	15.10
Safety Supplies	Amazon - JP Parking signs	124.24
Dues, Memberships, Subscriptions	Bluehost - Website domain hosting	179.88
Dues, Memberships, Subscriptions	Efax - Monthly fax invoice	100.87
Dues, Memberships, Subscriptions	WAPRO - Annual membership	25.00
Travel & Meeting Expense MTA	Skamania Lodge - Lodging for Municipal conference	145.90
Conference Registration	GFOA - Annual conference	485.00
Conference Registration	WA Municipal Clerk Assoc. - 2023 Annual conference	600.00
Training / Seminars	GFOA Training - GFOA	245.00
Other Misc Expenses	Aatrix - 1099 MISC filing	24.95
Other Misc Expenses	Aatrix - 1099 NEC filing	26.52
Other Misc Expenses	Liberty Tire Recycling - Used tires	400.00
Other Misc Expenses	Walmart - Breakroom supplies	18.96
Other Misc Expenses	Walmart - Coffee maker	29.85
Total Credit Card Charges -January		<u>\$ 8,290.32</u>



PURCHASE LOG

Name: Amy Asher

Date Submitted

Department: Administration

2/2/2023

Manager's Approval:

John Campbell

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Finance Use Only

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
1/6/23	Govt Finance Officers Assoc	Jenna Training	\$245.00	Y			
1/11/23	Aatrix	Abila MIP finance software 1099-NEC filing	\$26.52	Y			
1/11/23	Aatrix	Abila MIP finance software 1099-MISC filing	\$24.95	Y			
1/13/23	Job Target	Mechanic Job Posting	\$349.00	Y			
1/23/23	Govt Finance Officers Assoc	Jenna Annual Conference registration	\$485.00	Y			
1/27/2023	Job Target	Transit Driver Job Posting	\$364.00				
TOTAL			\$ 1,494.47				

Don't forget to attach original receipts

Signature *Amy Asher*

Date *2/2/2023*

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

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 6A – *Actionable*
Subject: Approval of Capital Purchase Agreement PTD0598
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: February 21, 2023

Background:

As staff mentioned at prior Board meetings, funding opportunities would be available for those public transit grantees that adopted, at a minimum, a zero-fare policy that allows passengers 18 years of age and younger to ride free of charge on all modes provided by the agency by October 1, 2022.

As part of the 2023 Capital Budget, the Board approved the purchase of three ADA vans for use in the Dial A Ride program. Staff is pleased to inform the Board that the submitted application to WSDOT for the FY 2022-23 Transit Support Grant, which requires zero match, was approved on October 13, 2022.

MTA worked closely with local vendors to procure the three wheelchair-lift equipped mini-vans and they will be placed in service in late February. The purchase of these vans will make it easier for our drivers to access those locations for our riders in which the cutaways are too large to safely access.

Legal Counsel has reviewed the Agreement.

Summary: Approve Agreement PTD0598 between WSDOT and MTA for the purchase of three replacement ADA compliant minivans.

Fiscal Impact:

State grant funds: \$234,746
Local funds: \$0

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2023-02 and the attached Capital Grant Agreement No. PTD0598 between WSDOT and MTA.

WSDOT Contact: Emily Geraldts

WSDOT E-mail: Emily.Geraldts@wsdot.wa.gov

WSDOT Phone: 515-451-9594

Consolidated Grant Program Capital Grant Agreement			
Agreement Number	PTD0598	Contractor:	Mason County Public Transportation Benefit Area dba Mason Transit Authority
Term of Agreement	July 1, 2022 through June 30, 2023		
Vendor #	911554133		
UEI	GVJSNKK6EFQ3		
ALN # / ALN Name	N/A		
Indirect Cost Rate	N/A		
R & D	No		
Service Area	Jefferson, Kitsap, Mason and Thurston Counties	Contact:	Amy Asher
		Email:	aasher@masontransit.org

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

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled “Funding by Project” (hereinafter known as the “Project(s)”) which has been selected by WSDOT for funding assistance.

WHEREAS, the State of Washington in RCW 47.66.140 (2) authorizes funding as identified in the Move Ahead Washington budget; for Public Transportation grantees who have adopted, at a minimum, a zero-fare policy that allows passengers 18 years of age and younger to ride free of charge on **all modes** provided by the agency including paratransit, fixed route, rideshare programs and all others, by October 1st, 2022.

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

Section 1
SCOPE OF WORK AND BUDGET

Funding by Project

Project Title: Purchase three (3) vans

UPIN # PTD0598

Scope of Work: Purchase three (3) replacement ADA vans

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Transit Support (CCA)	N/A	100%	\$ 234,746		\$ 234,746
Contractor's Funds	N/A	0%	\$ -		\$ -
Projected Grant Funds	N/A			\$ -	\$ -
Total Project Cost		100%	\$ 234,746	\$ -	\$ 234,746

Budget: *Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.*

Section 2
Purpose of Agreement

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

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

Section 3
Scope of Project

The CONTRACTOR shall undertake and complete the Project as described and detailed in Section 1. The CONTRACTOR shall operate the equipment in the service area as described in Section 1.

Section 4
General Compliance Assurance

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

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

Section 5
Term of Agreement

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

Section 6
Contractor's Share of Project Costs

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7(C) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1.

Section 7 Reimbursement and Payment

A. State and/ or federal funds shall be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project as described in Section 1. Allowable Project expenses shall be determined by WSDOT as described in the Guidebook. In no event shall the total amount reimbursed by WSDOT exceed the amounts identified in Section 1.

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

C. The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period, as defined in RCW 43.88, starting on July 1 and ending on June 30 the following year within the timeframe set forth in the caption space header of this AGREEMENT entitled "Term of Agreement" during which the work was performed. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

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

Section 8 Purchases

The CONTRACTOR shall make purchases of any Project Equipment pursuant to this AGREEMENT through procurement procedures approved in advance in writing by WSDOT.

Section 9 Inspection Upon Delivery

The CONTRACTOR shall inspect any Project Equipment purchased pursuant to this AGREEMENT at the time of delivery to the CONTRACTOR. The CONTRACTOR has 15 calendar days from delivery to either accept or reject the Project Equipment. If rejected, the CONTRACTOR shall provide a written notice specifying the Project Equipment deficiencies to its vendor and WSDOT, allowing the vendor a reasonable amount of time to cure the deficiencies or defect. Upon receipt and acceptance of Project Equipment, the CONTRACTOR agrees that it has fully inspected the Project Equipment and accepts it as suitable for the purpose under this AGREEMENT, as being in good condition and state of good repair and that the CONTRACTOR is satisfied with the Project Equipment and that the Project Equipment complies with all applicable regulations, rules, and laws. Payment to the vendor must occur within thirty (30) calendar days of the Project Equipment acceptance.

Section 10

Miscellaneous Charges and Conditions

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

Section 11

Assignments and Subcontracts

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Sections 11 through 24, and Section 30 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 12

Reports and Use of Project Equipment

A. The CONTRACTOR agrees that the Project Equipment shall be used for the provision of transportation service within the area described in the caption space header titled "Service Area," for the Project Equipment's useful life as set forth in Section 5 – Term of Agreement of this AGREEMENT. The CONTRACTOR further agrees that it will not use or permit the use of the Project Equipment in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project Equipment to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to use the Project Equipment during the useful life of the Project Equipment, the CONTRACTOR agrees that it may be required to refund up to the entire amount of the state share expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project Equipment is withdrawn from Project use or when Project Equipment is used in a manner substantially different from that identified in Section 1. If the Project Equipment is permanently removed from transportation service, the CONTRACTOR agrees to immediately contact WSDOT for instructions regarding the disposal of the Project Equipment.

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

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

2. If alcohol/drugs potentially contributed to the damage of the Project Equipment, such that drug/alcohol testing was triggered/required/needed in order to determine if the drug/alcohol use contributed to the damage, then the Contractor has to let WSDOT know that as well.

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

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

D. **Remedies for Misuse or Noncompliance.** The CONTRACTOR shall not use any Project Equipment in a manner materially different from that described in Section 1, and the “Service Area” identified in the AGREEMENT header of this AGREEMENT. If WSDOT determines that Project Equipment has been used in a manner materially different from that described in Section 1 and/or the “Service Area” identified in the caption space header above, WSDOT may direct the CONTRACTOR to dispose of the Project Equipment acquired by the CONTRACTOR. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

Section 13 Maintenance of Project Equipment

The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project Equipment to assure it remains in good and operational condition for the useful life of the Project Equipment. All service, materials, and repairs in connection with the use and operation of the Project Equipment during its useful life shall be at the CONTRACTOR’s expense. CONTRACTORS who are transit agencies must also have a Transit Asset Management Plan certified by WSDOT. All other CONTRACTORS must have a WSDOT-approved written Vehicle Maintenance Plan or submit one to WSDOT for approval by October 1, 2021, or prior to the receipt of their first grant-funded vehicle. The CONTRACTOR agrees to, at a minimum, service the Project Equipment and replace parts at intervals recommended in the manual provided by the manufacturer of the Project Equipment, or sooner if needed. The CONTRACTOR shall take the Project Equipment to an appropriate service and repair facility for any service and repair under the manufacturer’s warranty, if applicable. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project Equipment in accordance with Section 20, Audits, Inspection, and Retention of Records. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

Section 14 No Obligation by the State Government

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

Section 15 Personal Liability of Public Officers

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

Section 16

Ethics

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

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

Section 17

Compliance with Laws and Regulations

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

Section 18

Environmental Requirements

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

Section 19

Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 20

Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-

keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

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

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

Section 21 Labor Provisions

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

Section 22 Liens on Project Equipment

WSDOT shall be listed as the legal owner on titles and hold titles for all vehicles the CONTRACTOR acquires using federal funds through WSDOT's grant program. WSDOT will have legal ownership to any non-vehicle Project Equipment the CONTRACTOR acquires or modifies using the "Federal and/or State Funds" identified in Section 1. When the Contractor acquires vehicles using state funds provided through WSDOT's grant program, WSDOT may within its discretion, allow the CONTRACTOR to be listed as the legal owner and hold title. In all cases, WSDOT will maintain a copy of titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their useful life. The CONTRACTOR accepts WSDOT's legal ownership of the Project Equipment during its useful life and agrees that it shall not use the Project Equipment as collateral, nor shall the CONTRACTOR encumber the Project Equipment in any way. The CONTRACTOR shall follow the terms stated in Section 11A regarding use and disposal of all Project Equipment. For equipment (non-vehicles), WSDOT's lien shall equal the proportional Federal and/or State funded share, as identified in this AGREEMENT, of the disposable value of the Project Equipment. Satisfaction of WSDOT's lien may be satisfied only by proper disposal of the Project Equipment in a manner determined by WSDOT.

Section 23 Loss or Damage to Project Equipment

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

1. The CONTRACTOR shall maintain comprehensive and collision insurance for vehicles and property insurance for non-vehicle equipment adequate to cover the value of the Project Equipment; the CONTRACTOR shall supply a copy of the Certificate of Insurance specifying such coverage to

WSDOT with the first request for reimbursement, and supply proof of renewal, annually thereafter; or

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

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

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

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

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

1. Intends to replace the lost Project Equipment; or

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

D. If WSDOT determines that the total loss occurred under circumstances in which the CONTRACTOR fulfilled its obligations under this AGREEMENT, WSDOT may reimburse the CONTRACTOR for its proportionate share of the proceeds.

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

Section 24

Changed Conditions Affecting Performance

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

Section 25

Coordination of Special Needs Transportation

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

Section 26

Disputes

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

in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

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

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

D. Rights and Remedies. All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 27 Termination

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

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

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

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Abuses or misuses the Project Equipment, including, but not limited to:
 - a) Failure to maintain the Project Equipment according to the manufacturer's standards;
 - b) Failure to repair damages or replace defective or broken parts in a timely manner;
 - c) Failure to take any necessary and reasonable action which could affect the ability of the Project Equipment to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
 - d) Failure to make reasonable and appropriate use of the Project real property, facilities, or equipment.
4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
5. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

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

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

Section 28 Forbearance by WSDOT Not a Waiver

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

**Section 29
Lack of Waiver**

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

**Section 30
Limitation of Liability**

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

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

**Section 31
Agreement Modifications**

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

Section 32
WSDOT Advice

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

Section 33
Venue and Process

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

Section 34
Subrogation

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

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

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

Section 35
Counterparts

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

Section 36
Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 37
Severability

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

Section 38
Execution

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

Section 39
Order of Precedence

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

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

Section 40
Agreement Close Out

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

**Section 41
Binding Agreement**

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

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

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

By: _____
Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title:

Print Name:

Date

Date

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING CAPITAL GRANT AGREEMENT PTD0598 AND
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.**

WHEREAS, the Mason Transit Authority Board has received notification of the award of Capital Grant Agreement PTD 0598 in the amount of \$234,746 through the Washington State Department of Transportation (WSDOT); and

WHEREAS, Mason Transit Authority was awarded those funds for the replacement of three (3) ADA vans;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Capital Grant Agreement PTD0598 between WSDOT and MTA (Agreement) in the total amount of \$234,746 and no local funds of MTA; and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Agreement.

Adopted this 21st day of February, 2023.

John Campbell, Chair

Eric Onisko, Vice Chair

Cindy Brehmeyer, Authority Member

Wes Martin, Authority Member

Randy Neatherlin, Authority Member

John Sheridan, Authority Member

Kevin Shutty, Authority Member

Sandy Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

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

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

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Report – Item 8A. – *Informational*
Subject: Financial Reports – January 2023
Prepared by: Jenna Cookston, Accounting Coordinator
Approved by: Amy Asher, General Manager
Date: February 21, 2023

Summary for Informational Purposes:

Included are the updated December 2022 as well as January 2023 Financial Reports.

The 2022 YTD Totals are draft form as additional expenses may be added post board meeting. There will be additional proceeds recorded for sales tax revenue based on December revenue to be received by February 28, 2023. Further adjustments may be made based on year-end review.

Highlights:

Sales Tax Revenue

Sales tax revenue for November 2022 (received January 31, 2023) was \$622,319 45% above the 2022 budgeted amount, and 14% higher than November 2021.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 8% (1/12) of the budget through the end of the year. Total YTD Revenue is slightly over budget at 9.7%. Total YTD Operating Expenses are under budget at 4.6%.

- Passenger fare for (Worker Driver) is currently at 16.7% for the month of January.
- Rental Income is on par with the projections for the month at 8.1%
- Investment Income has increased significantly since last year. The prior year's performance and trends were used in the budget projections. Considering this information, we are projecting by the end of the year to be \$500,000. Currently the Investment income is at 71%.
- Driver recruitment is underway to fill the last 6 remaining positions.
- Wages and Benefits under budget at 4.1%
- Other Operating Expenses are slightly high at 17.9%. Many of these expenditures are Dues and Subscriptions that are expensed at the beginning of the year.
- Fuel is slightly under 7.5% for the month of January.

Fiscal Impact:

January fiscal impact reflects total revenues of \$1,061,763 and operating expenses of \$469,888 for a net income of \$591,875.

Mason Transit Authority Statement of Financial Activities

% through the year: 8.3%

February 2023 Board Report

January Statement of Financial Activities	January Actual	2023 YTD Actual	2023 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares- Worker Driver	\$ 334	\$ 334	\$ 2,000		16.7%
PSNS WorkerDriver	6,758	6,758	110,000		6.1%
Total Operating Revenue (Fares)	7,092	7,092	112,000		6.3%
Sales Tax	458,661	458,661	7,422,932	(1)	6.2%
Operating Grants	521,748	521,748	3,210,488	(2)	16.3%
Rental Income	12,330	12,330	152,000		8.1%
Investment Income	56,797	56,797	80,000		71.0%
Other Non-operating Revenue	5,134	5,134	20,070	(3)	25.6%
Total Revenue	1,061,763	1,061,763	10,997,490		9.7%
Expenses					
Wages and Benefits	302,590	302,590	7,463,523		4.1%
Contracted Services	17,042	17,042	515,703		3.3%
Fuel	41,103	41,103	550,800	(4)	7.5%
Vehicle/Facility Repair & Maintenance	18,324	18,324	399,450		4.6%
Insurance	20,938	20,938	251,812		8.3%
Intergovernmental - Audit Fees	-	-	38,000		0.0%
Utilities	14,897	14,897	187,900		7.9%
Supplies & Small Equipment	23,939	23,939	371,236	(5)	6.4%
Training & Meetings	1,518	1,518	61,540		2.5%
Other Operating Expenses	29,537	29,537	165,436	(6)	17.9%
Pooled Reserves	-	-	120,000		0.0%
Total Operating Expenses	469,888	469,888	10,125,400		4.6%
Net Income (Deficit) from Operations	\$ 591,875	\$ 591,875	\$ 872,090		

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 Jan. 2023 accrual.
(3)	Includes: Sale of Maintenance Services - \$1,835; Gain/Loss on Disp. of Asset - \$0; Sales Tax Interest Income - \$0; Insurance Recoveries - \$0; WSTIP Network Safety Grant - \$0; WSTIP Risk Management Grant - \$0; Other Non Transportation Revenue - \$3,299; plus other misc. non-operating revenue.
(4)	Average diesel price per gallon year to date is \$3.54. Average gasoline price per gallon year to date is \$2.65
(5)	Printing- \$76; Cleaning/Sanitation/Safety supplies - \$721; Office Supplies - \$1,620; Shop Supplies - \$936; Small Tools & Equipment - \$1,119; IT Equipment - \$4,010; Communications Equipment - \$0; Operating Supplies - \$1,009; Small Equipment & Furniture - \$0; Software - \$14,336; Postage - \$13; Shelter supplies - \$0; Commucations Equip-\$0; Training supplies-\$99; plus other misc supplies and small equipment.
(6)	Includes budget line items from Unemployment Insurance, Advertising/Promotion, Dues, Memberships and Subscriptions. Expenses through the year include: Advertising - \$4,345.; Merchant/Credit Card fees - \$167; Dues, Memberships, Subscriptions - \$22,258; Unemployment Insurance - \$0; CDL Testing- \$0; CDL Exams- \$0; Rent-CDL Training- \$1,600; Property tax- \$0; Veh. Registration fee- \$0; Office Equip Lease -\$0; Small tools repair-\$8; Advertising promotional- \$0; plus Other misc. operating expenses- \$1,159.

Mason Transit Authority Statement of Financial Activities

% through the year: 100.0%

February 2023 Board Report

December Statement of Financial Activities	December Actual	2022 YTD Actual	2022 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares	\$ 3,141	\$ 46,060	\$ 38,500		119.6%
PSNS WorkerDriver	6,630	80,506	110,000		73.2%
Total Operating Revenue (Fares)	9,771	126,566	148,500		85.2%
Sales Tax	535,975	7,333,148	5,620,000	(1)	130.5%
Operating Grants	521,748	6,563,277	3,363,648	(2)	195.1%
Rental Income	11,633	148,034	135,700		109.1%
Investment Income	50,096	208,764	10,000		2087.6%
Other Non-operating Revenue	(22,001)	(6,962)	9,570	(3)	-72.7%
Total Revenue	1,107,222	14,372,827	9,287,418		154.8%
Expenses					
Wages and Benefits	635,714	5,721,511	6,918,721		82.7%
Contracted Services	22,289	185,867	478,897		38.8%
Fuel	34,701	475,645	520,250	(4)	91.4%
Vehicle/Facility Repair & Maintenance	42,665	287,684	329,170		87.4%
Insurance	18,429	221,142	222,188		99.5%
Intergovernmental - Audit Fees	-	22,379	38,000		58.9%
Rent - Facilities and Park & Ride	-	17,037	8,620	(5)	197.6%
Utilities	14,292	153,382	191,254		80.2%
Supplies & Small Equipment	19,077	246,518	179,094	(6)	137.6%
Training & Meetings	657	16,954	43,150		39.3%
Other Operating Expenses	6,507	114,948	193,963	(7)	59.3%
Pooled Reserves	-	-	120,000		0.0%
Total Operating Expenses	794,331	7,463,068	9,243,307		80.7%
Net Income (Deficit) from Operations	\$ 312,891	\$ 6,909,759	\$ 44,111		

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 Q1-22 , Q2-22 & Q3-22, Q4-22 actuals.
(3)	Includes: Sale of Maintenance Services - \$6,324; Gain/Loss on Disp. of Asset - \$-26,934; Sales Tax Interest Income -\$7,601; Insurance Recoveries - \$0; WSTIP Network Safety Grant - \$2,500; WSTIP Risk Management Grant - \$ 2,000; Other Non Transportation Revenue - \$1,547; plus other misc. non-operating revenue.
(4)	Average diesel price per gallon year to date is \$4.05. Average gasoline price per gallon year to date is \$3.64
(5)	The Rent - Facilities Park & Ride budgeted amount was based on the anticipated Belfair Park and Ride project being completed by end of March. Delays resulted in additional costs through May. No additional charges.
(6)	Printing- \$7,843; Cleaning/Sanitation/Safety supplies - \$12,248; Office Supplies - \$7,938; Shop Supplies - \$14,207; Small Tools & Equipment - \$8,618; IT Equipment - \$13,967; Communications Equipment - \$0; Operating Supplies - \$3,208; Small Equipment & Furniture - \$8,711; Software - \$165,356; Postage - \$1,182; Shelter supplies - \$ 2,187; Commucations Equip-\$54; Training supplies-\$999; plus other misc supplies and small equipment.
(7)	Includes budget line items from Unemployment Insurance, Advertising/Promotion, Dues, Memberships and Subscriptions. Expenses through the year include: Advertising - \$63,227.; Merchant/Credit Card fees - \$2,975; Dues, Memberships, Subscriptions - \$30,948; Unemployment Insurance - \$4,863; CDL Testing- \$1,500; CDL Exams- \$3,343; Rent-CDL Training- \$1,400; Property tax- \$95; Veh. Registration fee- \$207; Office Equip Lease - \$756; Small tools repair-\$810; Advertising promotional- \$750; plus Other misc. operating expenses- \$4,074.

Source Doc\Revenue and Exp December Financials.pdf

Mason Transit Authority Cash and Investments

February 2023 Board Report

Cash Balances

	12/31/2022	1/31/2023	Change
Cash - MC Treasurer	\$ 3,816,017.52	\$ 1,962,490.75	\$ (1,853,526.77)
Investments - MC Treasurer	16,250,000.00	17,750,000.00	1,500,000.00
Payroll - ACH Columbia Bank	198,177.69	\$ 195,705.55	(2,472.14)
Petty Cash/Cash Drawers	500.00	-	500.00
TOTAL	\$ 20,264,695.21	\$ 19,908,196.30	\$ (356,498.91)

Cash Encumbrances

Grant Related:

Purchase 6 cutaways. Fed. 5339 - \$1,039,444, 25% match plus price increase encumbered	474,275.87
Purchase 5 coaches. Fed. 5339 - \$2,573,120. 20% Match	514,624.00
Green Transportation Grant - Fleet & Facilities Transition Plan, 20% Match	20,000.00
Purchase 3 Coaches. FY 2023 Consolidated Grant 20% Match	346,689.00
Total Grant Match	\$ 1,355,588.87

Reserves:

Total Grant Match	1,355,588.87
General Leave Liability (Vacation/Sick)	259,179.63
Emergency Operating Reserves	2,000,000.00
Facility Repair Reserve	150,000.00
Emergency/Insurance Reserves	100,000.00
Future Operating Reserves	4,100,000.00
Capital Project Reserves ¹	9,000,000.00
Fuel Reserves	120,000.00
IT Investments	80,000.00
Total Encumbered	\$ 17,164,768.50

Total of Cash	\$ 19,908,196.30
Less Encumbrances	17,164,768.50
Undesignated Cash Balance Total (Including Reserves)	2,743,427.80
Investments - MC Treasurer (Reserves)	17,750,000.00
Less Encumbrances	17,164,768.50
Undesignated Cash Reserves	\$ 585,231.50

Sales Tax Revenue received in excess of the budgeted amount placed in Capital Project Reserves.

Mason Transit Authority Proposed 2023 Capital Budget

February 2023 Board Report
As of January 31, 2023

Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Cost to Date	Purpose
Park & Ride Development - 2015-2023 RMG Funds	10,522,500	10,027,698	1,327,133		-	10,077,999	Finalize construction on 5 park & rides throughout county. Match satisfied in 2021. Utility Connection in 2023.
TCC customer service office remodel	100,000		100,000		-		Carry forward from 2022. Remove ADA ramp from middle of office and re-design space.
Bus washer	45,000		45,000		-		Carry forward from 2022. Additional walk behind bus washer. In 2022 budget. Ordered in 2022 and will be paid for in 2023.
Bus stop improvements	30,000		30,000		-		Bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops. Continuing project.
Security cameras update	6,000		6,000		-		Continuation of TCC security cameras project from 2022. 7 cameras have been on backorder. Carry forward to 2023.
Capital Facilities Improvements	50,000		50,000		-		Improve Capital Facilities
Johns Prairie Parking lot seal & Repair	80,000		80,000		-		Reseal and repair of the Johns Prairie Parking lot and road.
Propane Fuel Pad	10,000		10,000		-		Pouring a Fuel Pad to hold the Propane tank and Bollards.
Oil Drum Tank Storage	10,000		10,000		8,922	8,922	Storage for oil (E.P.A Approved)
Propane Conversion Kits	50,000		50,000		-		Convert six cutaways to propane.
Bus Column Lift Replacements	65,000		65,000		-		Replace one set of vehicle lifts past useful life.
Bus Lift for Alignments on Buses	110,000		110,000		-		Install of Bus lift in order to do alignments.
MTA Johns Prairie Base Facility Updates	800,000		800,000		-		Begin design for new MTA admin and training facility. Administrative building has been in TIP since 2020.
Total Misc Capital Projects	11,878,500	10,027,698	2,683,133	-	8,922	10,086,921	
6 - Cutaways	1,042,189	567,350	474,840	-			Grant PTD0344 Federal 5339 for 1 coach and 6 cutaways. Still waiting on the 6 cutaways. Board approved additional match Sept. 2022.
3 - ADA Mini Vans	256,000	256,000			78,372	78,372	Replace 3 retired vanpool vans with ADA minivans. State Transit Support Grant and Sales Tax Equalization funds to be used by June 2023. Zero match grant.
5 - 35' Gilligs	2,573,120	2,058,495	514,625				FY 22 FTA 5339 Grant to replace 5 buses. Delivery Est. 2023.
Total Vehicle Replacements	\$ 3,871,309	\$ 2,881,845	\$ 989,465	\$ -	\$ 78,372	\$ 78,372	
Proposed 2023 Capital Projects	\$ 15,749,809	\$ 12,909,543	\$ 3,672,598	\$ -	\$ 87,294	\$ 10,165,293	

Capital Project Reserves - \$9,000,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

Mason Transit Authority Sales Tax Receipts

February 2023 Board Report

Sales Tax Collected as of 12/31/2022 for 10/31/2022



	2020	2021	2022 Budget	2023 Budget	2022 Actual	2022 Budget Variance	% Change 2021 - 2022 Actual
January	406,391	464,970	370,254	458,661	492,351	33%	6%
February	372,932	456,479	356,980	489,393	513,550	44%	13%
March	408,506	595,307	445,239	611,761	646,582	45%	9%
April	409,532	585,816	423,319	581,921	599,278	42%	2%
May	531,711	604,875	475,066	652,332	620,580	31%	3%
June	568,045	640,945	535,482	728,689	677,991	27%	6%
July	543,942	606,512	514,228	670,783	653,259	27%	8%
August	525,644	590,886	521,727	724,478	678,818	30%	15%
September	574,589	597,424	531,592	733,099	733,099	38%	23%
October	536,963	576,267	481,509	599,161	652,444	35%	13%
November	486,561	546,801	428,630	502,832	622,319	45%	14%
December	586,883	602,943	535,975	669,823			
	5,951,698	6,869,226	5,620,000	7,422,932	6,890,270		

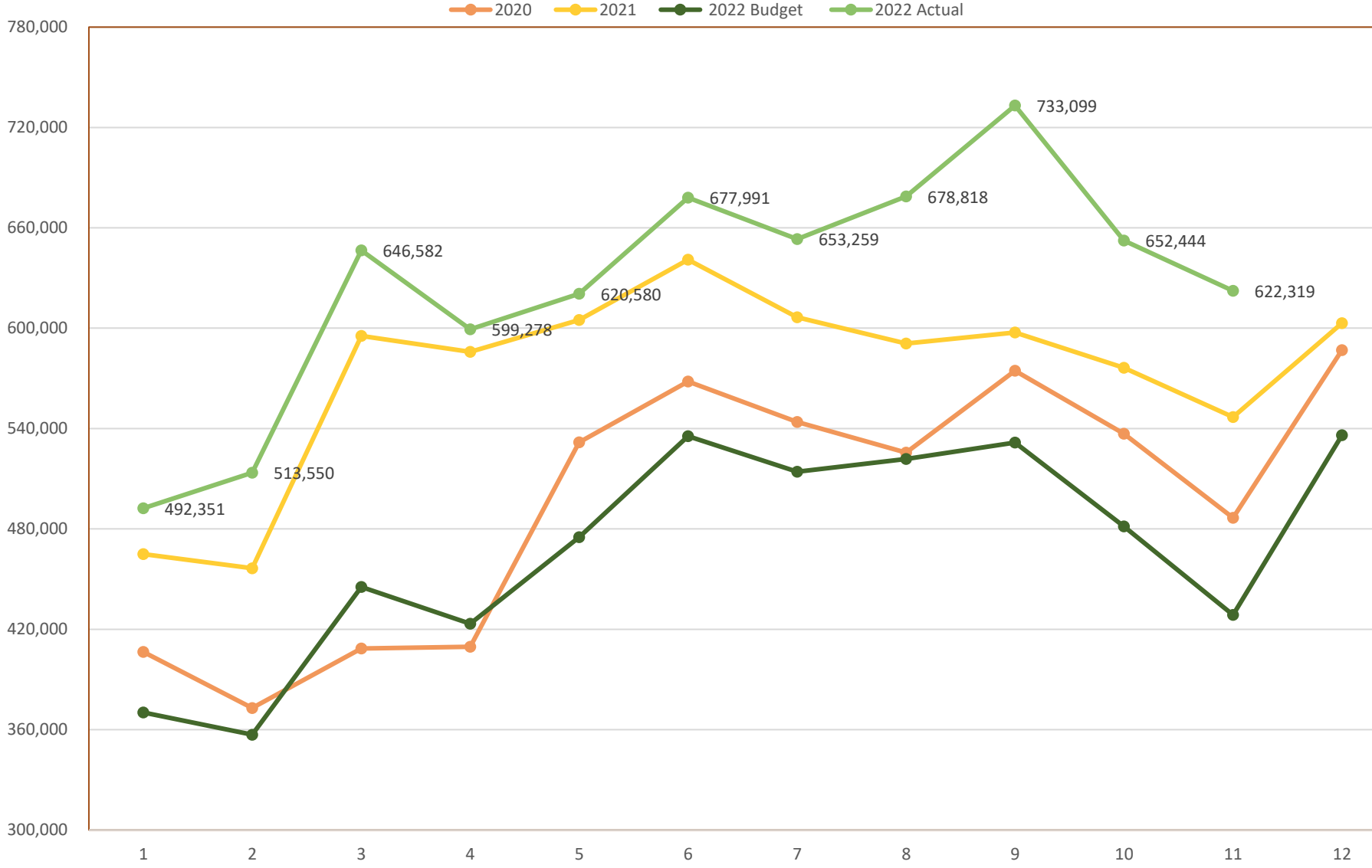
Budget Variance Average - YTD

36%

% Change 2021 vs 2022 Actual Average - YTD

10%

Monthly Sales Tax Trend



Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Reports Item 8B – *Informational*

Subject: Management Reports

Prepared by: Tracy Becht, Executive Assistant

Approved by: Amy Asher, General Manager

Date: February 21, 2023

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board February 21, 2023

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board February 21, 2023

GENERAL MANAGER'S REPORT

General Manager Report:

External Activities:

- Attended monthly Administrators Breakfast.
- Attended weekly Small Medium Transit Alliance Legislative meetings.
- Attended Economic Development Board meeting.
- Worked with Executive Committee on WSTA Quarterly Board meeting and Legislative Breakfast meetings. Approved entering into an agreement with vendor to begin aggregate pool of carbon credits as a member service through WSTA.
- Panel member presentation before the Senate Transportation Committee on workforce development challenges in the transit industry.
- Attended WSTIP Executive Committee meeting and facilitated Board Development Committee meeting.
- Attended TIB Board meeting.
- Met with WSDOT Policy Advisory Committee on Phase 2 of Frequent Transit Service Study. Report due to Legislature in June.

Internal Activities:

- Facilitated staff meetings.
- Attended Labor Management meeting with IAM Operators group.
- WSDOT Grant reimbursement requests submitted.
- Reviewed WSDOT Grant Agreement for Transit Support Grants.
- Continued work with Tracy on archiving and file management.
- Recruitment process for new Mechanic, including applicant review and interviews.
- Procurement review.10
- Contract scope changes for Belfair Park and Ride sewer connection.
- Attended MTA Safety Meeting. Reviewed draft Active Shooter Plan.
- Uniform Act training to review federal requirements on property acquisition documentation before building using FTA grant funds.
- Began NTD review.
- Engaged the Employee Engagement Committee to review and select nominee for 2022 Employee of the Year.

TEAM UPDATES

MAINTENANCE/FACILITIES –Paul Bolte

Outreach and meetings:

- Attended MTA board meeting.
- Met with Hunter rep on alignment equipment.
- Prepared and held Shop Safety meeting.
- Prepared 2022 Tier Two Ecology reports.
- Helped with Under the Bus field trip for the preschoolers and parents.
- Attended webinar on diesel fault codes.
- Met with Cascade Gas on upgrades.
- Attended Faster software webinar.
- Attended Clean Fuel Credit webinar.

Facilities and Fleet Projects/Purchases/Maintenance

- Working with staff on park & ride restriping.
- Working with PUD on Bill Hunter Park lights.
- Working with staff on painting building 4 inside.
- Finalized Gillig five bus procurement.
- Helped with posting of new Mechanic position.

T-CC Events/Maintenance

- **Gym:** Pickleball sessions numbered 218 participants this January. CHOICE Highschool P.E. did not utilize the gym this month. Special Olympics basketball welcomed 179 athletes.
- **Conference Room:** The MTA monthly board meeting welcomed 9 members this month. The MTA policy board mtg on 01/05 was cancelled. The monthly MTA Bus Stop Placement Committee meeting was postponed for January. The monthly Ops meeting was cancelled for January. Mason County EDC meeting had around 10 members attend.
- **Kitchen:** The kitchen user total in January was 14 people.

OPERATIONS – Jason Rowe

- **Outreach:** This month we participated in a resource fair in Hoodsport and did a travel training and presentation for the North Mason High School Special Education Transitions program.
- **Special Transportation:** The Shelton School District supplemental transportation continues to grow. We transported 368 students in November, 321 students in December, and a total of 924 students during January.
- **New Driver Class:** Our next new driver class is scheduled for March 20, 2023. We have six candidates so far.
- **Ridership Impacts:** Route ridership continues to soar, and we push more school student transportation to our services to help bridge school transportation shortfalls.
- **Transportation Partnerships:** We are coordinating with the North Mason Boys and Girls Club to help facilitate transportation for its participants.

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Reports Item 8C – *Informational*

Subject: Operational Statistics

Prepared by: Jason Rowe, Operations Manager

Approved by: Amy Asher, General Manager

Date: February 21, 2023

Background:

The attached ridership data displays Total Ridership, Demand Response “Dial-a-Ride” and Fixed Route with combined Total Ridership monthly since 2020.

To be easily identifiable, 2023 passenger trips are labeled with the actual number.

The ridership trend for 2023 has started out strong. Our Demand response “Dial-a-Ride” is back to pre-pandemic levels. Our fixed route ridership continues to gain ground as we drive more student ridership to our fixed route services. We have service additions scheduled for next month which should also contribute to more sustainable ridership growth.

RIDERSHIP DATA

