



## AGENDA

### Mason Transit Authority Board Regular Meeting

**Tuesday, September 19, 2023 at 4:00 p.m.**

Remote Meeting via WebEx

To join by phone: 408-418-9388

Meeting access code 2550 058 1372

(Password) hmMghkCD322

#### In person attendance:

Mason Transit Authority

MTA Transit-Community Center

Conference Room

601 West Franklin Street

Shelton

- |    |   |              |
|----|---|--------------|
| 1. | <b>CALL TO ORDER</b>  | <b>Chair</b> |
| 2. | <b>ROLL CALL AND DETERMINATION OF QUORUM</b>  | <b>Chair</b> |
| 3. | <b>PUBLIC COMMENT – <i>Limit of three (3) minutes per person</i></b>  | <b>Chair</b> |
|    | <i>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.</i>  |              |
|    | <i>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.</i> |              |
| 4. | <b>APPROVAL OF AGENDA – ACTION</b>  | <b>Chair</b> |
| 5. | <b>CONSENT AGENDA – ACTION</b>  | <b>Chair</b> |
|    | A. Pg. 003: July 18, 2023 Regular Board meeting minutes   |              |
|    | B. Pg. 007: Check Approvals:  |              |
|    | Pg. 007: (1) July   |              |
|    | Pg. 014: (2) August   |              |
|    | C. Pg. 021: Third Amendment to Contract for Goods and/or Services between Squaxin Island Tribe and MTA (Resolution No. 2023-10)   | <b>Chair</b> |
|    |   | <b>Chair</b> |
| 6. | <b>ACTION ITEMS:</b>  |              |
|    | <b>New Business:</b>  |              |
|    | A. Pg. 067: Actionable: Policy 203 - Title VI Policy and Plan   | <b>Jason</b> |
|    | B. Pg. 100: Actionable: Request for Approval of Additional FTE  | <b>Amy</b>   |
|    | C. [WSDOT Grant Agreements]*  | <b>Amy</b>   |

**7. STAFF AND INFORMATIONAL REPORTS**

**A. Pg. 101: Management Reports**

**B. Pg. 105: Operational Statistics**

**C. Pg. 107: Report of Public Transportation Conference from MTA Citizen Advisor to the Board**

**8. COMMENTS BY BOARD**

**9. UPCOMING MTA BOARD MEETING:**

**Mason Transit Authority  
Regular Meeting  
October 17, 2023 at 4:00 PM**

**Please note location below:**



MTA Belfair Park & Ride  
Conference Room  
25250 NE SR 3  
Belfair

**10. ADJOURNMENT**

*\*MTA staff anticipates that WSDOT will be forwarding grants to be approved by MTA Authority Board.*

*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  
July 18, 2023**

*Virtually and at*

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



**OPENING PROTOCOL**

**1. CALL TO ORDER:** 4:00 p.m.

**2. ROLL CALL AND DETERMINATION OF QUORUM**

**Authority Voting Board Members Present at T-CC:** Eric Onisko, Vice Chair, Cyndy Brehmeyer, Randy Neatherlin, John Sheridan, Kevin Shutty, Sandy Tarzwell and Sharon Trask.

**Authority Voting Board Members Present via WebEx:** John Campbell, Chair, and Wes Martin. **Quorum met.**

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

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

**Citizen Advisor to the Board Present at T-CC:** John Piety

**MTA Staff present at T-CC:** Amy Asher, General Manager; Tyler Hildebrandt, Technical Support Analyst; and Tracy Becht, Clerk of the Authority Board.

**Others Present at T-CC:** [None.]

**3. PUBLIC COMMENT** –There were no members of the public attending the meeting nor virtually via WebEx.

**4. APPROVAL OF AGENDA**

**Moved** that the agenda for the July 18, 2023 Mason Transit Authority (MTA) regular board meeting be approved. **Shutty/Onisko. Motion carried.**

**5. CORRESPONDENCE**

Amy Asher, General Manager, described to the Board that the correspondence was to convey appreciation for providing transportation to students.

## **6. CONSENT AGENDA**

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

- A. June 20, 2023 MTA regular Board meeting minutes.
- B. Payments of June 15 through July 12, 2023 financial obligations on checks#37623 through 37694, as presented for a total of \$628,359.36.
- C. Approve Resolution No. 2023-09 that approves the Second Amendment to the CARES ACT Operating Grant Agreement PTD0192 and authorizes the General Manager to sign that Agreement.

**Shutty/Tarzwel. Motion carried.**

*(Board member Neatherlin arrived at 4:05pm)*

**PUBLIC HEARING.** The Chair stated that the Board was moving into the Public Hearing relating to the Transit Development Plan at 4:05 pm. The Chair described the purpose of the hearing and described the ground rules for giving public testimony. There were no members of the public attending the public hearing either in person or virtually.

Ms. Asher indicated that the initial draft of the TDP had been brought to the Board for review. She also stated that MTA had received no comments to the TDP from the public and that it had been posted on MTA's website. She also indicated that the Operations and Maintenance Committee had met with her to discuss looking at future purchases such as zero emission vehicles. She also went over the changes from the version provided at the June Board meeting.

The Board Chair closed the public hearing at 4:08 p.m.

**RESUME OPEN SESSION.** The Chair stated that the meeting was moving back into open session and announced the time to be 4:08 pm.

## **7. ACTION ITEMS – UNFINISHED BUSINESS**

- A. **Transit Development Plan.** Moved that the Mason Transit Authority Board approve the 2023-2028 Transit Development Plan for submission to the Washington State Department of Transportation by September 1, 2023.  
**Sheridan/Shutty. Motion carried.**

## **8. STAFF REPORTS:**

Ms. Asher provided reports for the following teams as both the Operations and Facilities and Fleet Maintenance Managers were on vacation.

### **Finance:**

- Ms. Asher indicated the team is still very busy. The sewer connection project was awarded to Russ Construction and the project should be completed by mid-August.



- Ms. Asher also discussed various WSDOT grant funds that were awarded and that the Board can expect to see more contracts to be presented for approval.

### **Operations:**

- Ms. Asher indicated that MTA continues to enjoy strong ridership numbers with over 1,500 shuttled at The Ridge, as well as upcoming Allyn Days.
- Ms. Asher also indicated that Mr. Rowe, along with Grays Harbor Transit and the Squaxin Tribe are looking at establishing a new pilot route.
- The new Driver recruitment class begins September 6 with MTA's Trainer, Lisa Davis, holding "A Day in the Life of a Driver" session on July 29.

### **Facilities & Fleet Maintenance:**

- Ms. Asher indicated that Joe Akers, a Service Mechanic, will be starting on July 24 and he will be working on his CDL.
- Ms. Asher also indicated that Eric Kinney, who used to be employed by MTA, has hit the ground running. There is a great deal of landscaping to take care of throughout the summer.

### **General Manager:**

- A risk profile created by WSTIP was provided and the data contained within covers the last five (5) years. She indicated that WSTIP takes a lot of time and effort in providing those numbers.
- Ms. Asher also shared that the WSTIP staff came to MTA to discuss best practices.
- She updated the Board concerning the plaque for the Belfair building. The company MTA has been working with is having some staffing issues, so she is potentially looking at using another company.

## **9. COMMENTS BY BOARD:**

- Board member Neatherlin indicated that he received a phone call from a member of the public that was upset relating to the landscaping and watering. Ms. Asher indicated that she will have staff verify that the sprinkler and irrigation systems are working.
- Board member Tarzwell indicated that she was at Allyn Days and the MTA show was marvelous.
- Board Chair Campbell stated that the TDP is big news and demonstrates that the priorities are well laid out and that MTA is well prepared for the next five years.
- Board member Sheridan inquired about the \$5M expenditure in 2028 for coaches being so high. Ms. Asher indicated that coaches are currently about \$1M now, as well as MTA may be considering electric or hydrogen coaches by that time.

**10. UPCOMING MEETING**

Ms. Asher indicated that there was no regularly scheduled meeting for the month of August.

Moved that the meeting be adjourned.

**BOARD MEETING**

***No regular meeting was scheduled for August***

**Mason Transit Authority  
Regular Meeting  
September 19, 2023 at 4:00 PM  
On-line via WebEx and in person at the  
Mason Transit Authority  
Transit-Community Center Conference Room  
601 West Franklin Street  
Shelton**

**11. ADJOURNED: 4:34 PM**

DRAFT

## **Mason Transit Authority Board Meeting**

**Agenda Item:** Consent Agenda – Item 5B(1) – *Actionable*  
**Subject:** Check Approval  
**Prepared by:** Haddon Wulf, Administrative Assistant  
**Approved by:** Amy Asher, General Manager  
**Date:** September 19, 2023

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

#### Disbursements:

- Right! Systems, Inc.
  - Check #37715 -\$4,318.30 – Software support.
- Russ Construction
  - Check #37716 - \$77,142.42 – Park and Ride Development project.
- SCJ Alliance
  - Check#37748 - \$2,983.59 – Park and Ride Development project.

July Fuel Prices: Diesel \$3.34, Unleaded \$3.85

#### General Manager Travel Expenditures:

N/A

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

\$441,978.08

#### **Staff Recommendation:**

Approve.

#### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the payment of July 7, 2023, through July 31, 2023, financial obligations on checks #37694 through #37755 as presented for a total of \$441,978.08.



Mason Transit Authority  
September 19, 2023, Disbursement Approval

The following checks for the period of July 7, 2023, through July 31, 2023, have been audited and processed for payment by the Finance Administrator 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	37694-37755	441,978.08

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 7/19/2023	37695	193,086.81
Employee Benefit Trust – 7/27/2023	37754	97,437.73
Right! Systems, Inc.	37715	4,318.30
Russ Construction, LLC	37716	77,142.42
SCJ Alliance	37748	2,983.59

Submitted by:  Date: 9/7/23  
Haddon Wulf, Administrative Assistant

Approved by:  Date: 9/7/2023  
Amy Asher, General Manager

Mason Transit Authority Check Register  
September 2023 Board Report

Activity From 7/7/2023 Through 7/31/2023

Document Date	Check #	Vendor Name	Amount
7/10/2023	37694	U.S. Bank	4,846.64
7/19/2023	37695	Mason Transit Authority - ACH Account	193,086.81
7/20/2023	37696	Advance Glass	553.35
7/20/2023	37697	Aflac	546.28
7/20/2023	37698	World Kinect Energy Services	567.80
7/20/2023	37699	Belfair Water District #1	86.41
7/20/2023	37700	Cascade Natural Gas	2,906.50
7/20/2023	37701	Community Transportation Association NW	605.00
7/20/2023	37702	Cummins Northwest, LLC	149.52
7/20/2023	37703	Dobbs Peterbilt - Rochester	626.62
7/20/2023	37704	Gillig, LLC	1,153.61
7/20/2023	37705	GORDON TRUCK CENTERS, INC.	10.86
7/20/2023	37706	Robert W. Johnson, PLLC	1,600.00
7/20/2023	37707	Kitsap Transit	1,998.09
7/20/2023	37708	LegalShield	142.45
7/20/2023	37709	Mason County Garbage, Inc.	948.66
7/20/2023	37710	Mason County PUD #3	3,332.01
7/20/2023	37711	MOHAWK MFG. & SUPPLY	302.40
7/20/2023	37712	Mountain Mist Water	160.12
7/20/2023	37713	ODP Business Solutions, LLC	217.06
7/20/2023	37714	Pitney Bowes	171.00
7/20/2023	37715	Right! Systems, Inc.	4,318.30
7/20/2023	37716	Russ Construction, LLC	77,142.42
7/20/2023	37717	Schetky Northwest Sales, Inc.	211.05
7/20/2023	37718	Seattle Automotive Distributing	177.27
7/20/2023	37719	Summit Law Group	391.68
7/20/2023	37720	Tozier Brothers, Inc.	75.00
7/20/2023	37721	United Way of Mason County	50.00
7/20/2023	37722	Westbay Auto Parts	821.80
7/20/2023	37723	Westcare Clinic, Inc.	168.00
7/20/2023	37724	Washington State Transit Association	150.00
7/20/2023	37725	ZEP Manufacturing Company	165.94
7/27/2023	37726	AIG Retirement	2,164.46
7/27/2023	37727	Securitas Technology Corporation	286.20
7/27/2023	37728	World Kinect Energy Services	26,945.80
7/27/2023	37729	Berg Marketing Group	4,164.00
7/27/2023	37730	Commercial Brake & Clutch, Inc.	290.06

Mason Transit Authority Check Register  
September 2023 Board Report

Activity From 7/7/2023 Through 7/31/2023

Document Date	Check #	Vendor Name	Amount
7/27/2023	37731	Dept. of Labor & Industries - Right to Know	132.50
7/27/2023	37732	Employment Security Department - WA State	1,048.20
7/27/2023	37733	FireTek	2,518.29
7/27/2023	37734	Bruce Titus Ford	70.86
7/27/2023	37735	GORDON TRUCK CENTERS, INC.	139.96
7/27/2023	37736	Trina Gwerder	105.00
7/27/2023	37737	Health Care Center	175.00
7/27/2023	37738	Mason County PUD #3	2,687.33
7/27/2023	37739	Purcor	283.31
7/27/2023	37740	MOHAWK MFG. & SUPPLY	298.61
7/27/2023	37741	Mountain Mist Water	223.06
7/27/2023	37742	O'Reilly Auto Parts	216.72
7/27/2023	37743	John Piety	105.00
7/27/2023	37744	Port of Shelton	800.00
7/27/2023	37745	Builders FirstSource	35.87
7/27/2023	37746	State Auditor's Office - WA	320.25
7/27/2023	37747	Schetky Northwest Sales, Inc.	115.04
7/27/2023	37748	SCJ Alliance	2,983.59
7/27/2023	37749	Seattle Automotive Distributing	21.93
7/27/2023	37750	The Shoppers Weekly	196.39
7/27/2023	37751	Smarsh	4.67
7/27/2023	37752	Staples Business Advantage	7.00
7/27/2023	37753	Tozier Brothers, Inc.	41.27
7/27/2023	37754	AWC Employee Benefit Trust	97,437.73
7/27/2023	37755	Westbay Auto Parts	<u>477.33</u>
July Check Totals			<u>\$ 441,978.08</u>

Mason Transit Authority Check Register  
September 2023 Board Report

Activity From 7/7/2023 Through 7/31/2023

Document Date	Check #	Vendor Name	Amount
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Mason Transit Authority Credit Card Activity  
September 2023 Board Report

July 2023 Activity

GL Title	Transaction Description	Expenses
Parts Inventory	Amazon Inventory	86.94
Parts Inventory	Camera Source Inventory	214.33
Parts Inventory	Cummins Inventory	82.53
Parts Inventory	Ebay Inventory	325.48
Parts Inventory	Rosco Inventory	165.14
Parts Inventory	Rosco Inventory	185.87
Employee Recognition	TAGS Engraved Mug	17.52
Publication Fees	Job Target Driver Job Posting	249.00
Background Chk	Checker.com Background Check	45.84
Postage	Zeppelin Postage	68.02
Facility Repair/Maintenance	Amazon Belfair P&R	128.64
Facility Repair/Maintenance	Amazon Maintenance Supplies	8.89
Facility Repair/Maintenance	Amazon Maintenance Supplies	13.01
Facility Repair/Maintenance	Amazon Maintenance Supplies	19.52
Facility Repair/Maintenance	Amazon Maintenance Supplies	33.01
Facility Repair/Maintenance	Amazon Maintenance Supplies	37.95
Facility Repair/Maintenance	Amazon Supplies	30.40
Facility Repair/Maintenance	Zoro.com Maintenance Supples	69.53
Operating Supplies	Walmart Water for Drivers	23.33
Operating Supplies	Walmart Water for Drivers	29.16
Operating Supplies	Walmart Water for Drivers	29.16
Operating Supplies	Walmart Water for Drivers	39.10
Shop Supplies	Amazon Shop Supplies	26.02
Cleaning/Sanitation Supplies	Amazon Cleaning Supplies	119.64
Cleaning/Sanitation Supplies	Amazon Cleaning Supplies	135.20
Cleaning/Sanitation Supplies	Walmart Cleaning Supplies	46.57
Software Expense	Alldata Software	1,627.50
Dues, Memberships, Subscriptions	DOR - Business License Renewal	5.00
Dues, Memberships, Subscriptions	Efax	110.13
Dues, Memberships, Subscriptions	IIMC Annual Membership Renewal	185.00
Dues, Memberships, Subscriptions	Society for HR Management Annual Membership Renewal	244.00
Training / Seminars	WSTIP Trainer Showcase	150.00
Credit Card Fees	DOR - Card Processing Fee	<u>0.13</u>

Total Credit Card Charges -July \$ 4,551.56





## PURCHASE LOG

Name: Amy Asher

Date Submitted

Department: Administration

8/1/2023

Manager's Approval:

*John Campbell*  
8D26C296436D428...

Finance Use  
Only

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
7/26/23	Department of Revenue	Business License Renewal	\$5.13	Y			
7/12/23	Job Target	Driver job posting	\$249.00	y			
7/7/23	Checker.com	Background Check Facilities Tech	\$45.84	y			
7/10/23	Society for HR Management	Annual Membership Renewal	\$244.00	Y			

**TOTAL**                      \$    543.97

Don't forget to attach original receipts

Signature *Amy Asher*

Date *8/1/2023*

*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 Board Meeting**

**Agenda Item:** Consent Agenda – Item 5B(2) – *Actionable*  
**Subject:** Check Approval  
**Prepared by:** Haddon Wulf, Administrative Assistant  
**Approved by:** Amy Asher, General Manager  
**Date:** September 19, 2023

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

#### Disbursements:

- TK Elevator Corporation
  - Check #37776 - \$23,702.26 – TCC Elevator Hydraulic Jack Replacement.
- Ecolane USA, Inc.
  - Check #37798 - \$33,996.00 – Annual Software Maintenance.
- Russ Construction
  - Check #37814 - \$50,124.83 – Park and Ride Development project.
- Curb Master, Inc.
  - Check #37852 - \$48,109.99 – John’s Prairie Facility Parking Lot project.
- South Sound Softwash
  - Check#37859 - \$3,438.52 – TCC Pressure Wash service.

August Fuel Prices: Diesel \$3.82, Unleaded \$4.19

#### General Manager Travel Expenditures:

N/A

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

\$972,863.43

#### **Staff Recommendation:**

Approve.

#### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the payment of August 1, 2023, through August 31, 2023, financial obligations on checks #37756 through #37865 as presented for a total of \$972,863.43.



Mason Transit Authority  
September 19, 2023, Disbursement Approval

The following checks for the period of August 1, 2023, through August 31, 2023, have been audited and processed for payment by the Finance Administrator 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	37756-37865	972,863.43

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 8/2/2023	37756	188,076.08
Payroll & DRS – 8/14/2023	37785	194,741.06
Payroll & DRS – 8/29/2023	37847	184,996.74
Employee Benefit Trust – 8/25/2023	37843	97,437.73
Tk Elevator Corporation	37776	23,702.26
Ecolane USA, Inc.	37798	33,996.00
Russ Construction, LLC	37814	50,124.83
Curb Master, Inc.	37852	48,109.99
South Sound Softwash	37859	3,438.52

Submitted by: *Haddon Wulf*  
Haddon Wulf, Administrative Assistant

Date: 9/7/23

Approved by: *Amy Asher*  
Amy Asher, General Manager

Date: 9/17/23

Mason Transit Authority Check Register  
September 2023 Board Report

Activity From 8/1/2023 Through 08/31/2023

Document Date	Check #	Vendor Name	Amount
8/2/2023	37756	Mason Transit Authority - ACH Account	188,076.08
8/8/2023	37757	Abila	833.29
8/8/2023	37758	AIG Retirement	2,145.42
8/8/2023	37759	City of Shelton	1,474.82
8/8/2023	37760	Comcast	264.29
8/8/2023	37761	Corcoran's Lock and Safe, LLC	137.88
8/8/2023	37762	Gillig, LLC	828.92
8/8/2023	37763	GORDON TRUCK CENTERS, INC.	295.86
8/8/2023	37764	Hood Canal Communications	2,774.09
8/8/2023	37765	District 160	1,897.00
8/8/2023	37766	LMR Bookkeeping, LLC	3,202.50
8/8/2023	37767	Mason County PUD #3	89.21
8/8/2023	37768	Mountain Mist Water	72.86
8/8/2023	37769	O'Reilly Auto Parts	212.35
8/8/2023	37770	Builders FirstSource	380.77
8/8/2023	37771	Reliable Electric, Inc.	1,232.68
8/8/2023	37772	Ricoh USA, Inc	99.00
8/8/2023	37773	Smarsh	4.67
8/8/2023	37774	Staples Business Advantage	386.31
8/8/2023	37775	Summit Law Group	5,149.66
8/8/2023	37776	TK Elevator Corporation	23,702.26
8/8/2023	37777	UniFirst	1,085.70
8/8/2023	37778	United Way of Mason County	50.00
8/8/2023	37779	Verizon Wireless	946.60
8/8/2023	37780	Westbay Auto Parts	181.51
8/8/2023	37781	AWorkSAFE Service, Inc.	1,019.00
8/8/2023	37782	U.S. Bank	4,551.56
8/10/2023	37783	Tobie and Gloriann Robinson	400.00
8/10/2023	37784	Maria D. Santiago Martinez	625.00
8/14/2023	37785	Mason Transit Authority - ACH Account	194,741.06
8/18/2023	37786	Aflac	546.28
8/18/2023	37787	AIG Retirement	2,147.80
8/18/2023	37788	Ecolube Recovery, LLC dba American Petroleum Environmental	623.00
8/18/2023	37789	World Kinect Energy Services	31,932.26
8/18/2023	37790	American Tire Distributors	1,583.37
8/18/2023	37791	Belfair Water District #1	86.41
8/18/2023	37792	Berg Marketing Group	3,500.00

Mason Transit Authority Check Register  
September 2023 Board Report

Activity From 8/1/2023 Through 08/31/2023

Document Date	Check #	Vendor Name	Amount
8/18/2023	37793	Cascade Natural Gas	2,910.49
8/18/2023	37794	Community Transportation Association	1,450.00
8/18/2023	37795	Cummins Northwest, LLC	152.83
8/18/2023	37796	Dobbs Peterbilt - Rochester	997.23
8/18/2023	37797	Dobbs Peterbilt - Tacoma	165.09
8/18/2023	37798	Ecolane USA, Inc.	33,996.00
8/18/2023	37799	FireTek	130.20
8/18/2023	37800	Gillig, LLC	2,442.41
8/18/2023	37801	GORDON TRUCK CENTERS, INC.	245.46
8/18/2023	37802	District 160	1,739.84
8/18/2023	37803	Robert W. Johnson, PLLC	1,600.00
8/18/2023	37804	Kitsap Transit	1,489.38
8/18/2023	37805	LegalShield	142.45
8/18/2023	37806	Mason County Garbage, Inc.	987.19
8/18/2023	37807	Mason County PUD #3	3,430.77
8/18/2023	37808	Purcor	158.19
8/18/2023	37809	Northwest Bus Sales, Inc.	396.33
8/18/2023	37810	O'Reilly Auto Parts	138.62
8/18/2023	37811	Pitney Bowes	34.23
8/18/2023	37812	Builders FirstSource	24.12
8/18/2023	37813	Right! Systems, Inc.	4,318.30
8/18/2023	37814	Russ Construction, LLC	50,124.83
8/18/2023	37815	State Auditor's Office - WA	512.40
8/18/2023	37816	Seattle Automotive Distributing	249.93
8/18/2023	37817	Staples Business Advantage	71.59
8/18/2023	37818	TK Elevator Corporation	718.74
8/18/2023	37819	Tozier Brothers, Inc.	431.04
8/18/2023	37820	UniFirst	217.14
8/18/2023	37821	United Way of Mason County	50.00
8/18/2023	37822	Westbay Auto Parts	643.85
8/18/2023	37823	Whisler Communications	1,896.85
8/18/2023	37824	AWorkSAFE Service, Inc.	677.00
8/25/2023	37825	Ecolube Recovery, LLC dba American Petroleum Environmental	279.16
8/25/2023	37826	World Kinect Energy Services	26,930.57
8/25/2023	37827	Cummins Northwest, LLC	13.69
8/25/2023	37828	Dobbs Peterbilt - Rochester	84.63
8/25/2023	37829	Economic Development Council	1,000.00
8/25/2023	37830	Gillig, LLC	1,462.30

Mason Transit Authority Check Register  
September 2023 Board Report

Activity From 8/1/2023 Through 08/31/2023

Document Date	Check #	Vendor Name	Amount
8/25/2023	37831	Purcor	125.12
8/25/2023	37832	Mountain Mist Water	316.84
8/25/2023	37833	ODP Business Solutions, LLC	257.19
8/25/2023	37834	O'Reilly Auto Parts	28.20
8/25/2023	37835	John Piety	1,067.66
8/25/2023	37836	Builders FirstSource	21.74
8/25/2023	37837	Seattle Automotive Distributing	496.35
8/25/2023	37838	Staples Business Advantage	166.43
8/25/2023	37839	Titus-Will	126.08
8/25/2023	37840	Tozier Brothers, Inc.	197.55
8/25/2023	37841	UniFirst	498.00
8/25/2023	37842	UniteGPS, LLC	1,053.00
8/25/2023	37843	AWC Employee Benefit Trust	97,437.73
8/25/2023	37844	Westbay Auto Parts	354.12
8/25/2023	37845	Washington State Transit Association	1,475.00
8/25/2023	37846	ZEP Manufacturing Company	851.92
8/29/2023	37847	Mason Transit Authority - ACH Account	184,996.74
8/30/2023	37848	Abila	833.29
8/30/2023	37849	AIG Retirement	2,154.94
8/30/2023	37850	City of Shelton	157.85
8/30/2023	37851	Comcast	264.29
8/30/2023	37852	Curb Master, Inc.	48,109.99
8/30/2023	37853	Dobbs Peterbilt - Rochester	53.64
8/30/2023	37854	Gillig, LLC	1,723.58
8/30/2023	37855	Hood Canal Communications	2,715.83
8/30/2023	37856	Mason County PUD #3	2,830.99
8/30/2023	37857	ODP Business Solutions, LLC	53.02
8/30/2023	37858	Builders FirstSource	30.43
8/30/2023	37859	South Sound Softwash	3,438.52
8/30/2023	37860	Spike's Hydraulics	290.12
8/30/2023	37861	Staples Business Advantage	891.40
8/30/2023	37862	Total Battery & Automotive Supply	76.92
8/30/2023	37863	Tozier Brothers, Inc.	48.59
8/30/2023	37864	United Way of Mason County	50.00
8/30/2023	37865	Westbay Auto Parts	<u>78.04</u>

August Check Totals 972,863.43

Mason Transit Authority Credit Card Activity  
September 2023 Board Report

		August 2023 Activity	
GL Title		Transaction Description	Expenses
Parts Inventory		Parts	130.64
Parts Inventory		Parts	133.26
Parts Inventory		Parts	149.36
Uniform Allowance		Backpack for Matt Coale	37.96
Uniform Allowance		Driver Uniforms	3,511.49
Repair/Maintenance by Other		Body Panel Paint	896.75
Background Chk		Background Check	91.15
Facility Repair/Maintenance		Bee Suit - Belfair P&R	39.28
Facility Repair/Maintenance		Deleted	0.00
Facility Repair/Maintenance		Deleted	0.00
Facility Repair/Maintenance		First Aid Kit	16.00
Facility Repair/Maintenance		Herbicide - Belfair P&R	97.39
Facility Repair/Maintenance		Ice Melt	704.17
Facility Repair/Maintenance		Mirrors	6.40
Facility Repair/Maintenance		Paint Striper - P&R	1,094.00
Facility Repair/Maintenance		Roof Repair Equipment	452.78
Facility Repair/Maintenance		Specialty Lightbulbs	46.80
Facility Repair/Maintenance		Sprinkler Heads	124.10
Facility Repair/Maintenance		Sprinkler Parts	38.77
Facility Repair/Maintenance		Striping Paint - P&R	250.35
Facility Repair/Maintenance		Wasp Killer - Belfair P&R	22.68
Office Supplies		Ink Cartridges	810.98
Shop Supplies		Ear Plugs	33.62
Shop Supplies		Uniform Rack	129.86
Safety Training Material & Supply		First Aid/CPR/AED Training Program	243.48
Safety Training Material & Supply		Forklift Safety Training Video	241.00
Safety Training Material & Supply		Instructor Reauthorization - Lisa Davis	15.00
Safety Training Material & Supply		Instructor Reauthorization - Trina Gwerder	75.00
Vehicle Maintenance Parts		Trailer Plate	345.90
IT Equipment		Vault Printer and Toner	675.95
Safety Supplies		Flashlight & Batteries	269.15
Safety Supplies		Plastic Bags - Bus PPE Kits	3.84
Dues, Memberships, Subscriptions		eFax Monthly Bill	110.13
Dues, Memberships, Subscriptions		Yearly Website Renewal	17.35
Dues, Memberships, Subscriptions		Yearly Website Renewal	84.59
Travel & Meeting Expense MTA		Transportation Conference Lodging	461.30
Travel & Meeting Expense MTA		Transportation Conference Lodging	610.41
Travel & Meeting Expense MTA		Transportation Conference Lodging	681.33
Travel & Meeting Expense MTA		Transportation Conference Lodging	<u>690.30</u>

Total Credit Card Charges -August \$ 13,342.52



## PURCHASE LOG

Name: Amy Asher

Date Submitted

Department: Administration

9/5/2023

Manager's Approval: *John Campbell*

DocuSigned by:  
8D26C296436D428...

Finance Use  
Only

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
8/18/23	AC Hotels	Hotel for State Transit Conference	\$461.30	y			<i>JP</i>
7/31/23	Checker.com	Background Check Mechanic	\$91.15	y			
<b>TOTAL</b>			\$	552.45			

Don't forget to attach original receipts

Signature *Amy Asher*

Date *9/5/23*

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:** Consent Agenda – Item 5C – *Actionable*  
**Subject:** Third Amendment to Contract for Goods and/or Services  
Between Squaxin Island Tribe and MTA  
**Prepared by:** Amy Asher, General Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 19, 2023

### **Background:**

The Second Amendment to Contract for Goods and/or Services between Squaxin Island Tribe and MTA will expire on September 30, 2023, unless renewed or extended in writing by both parties. This Third Amendment to the same contract has been updated to reflect new term dates and Labor Rate Per Hour to reflect increases in labor rates over the past three years. The agreement has been reviewed by our insurer and Legal Counsel.

**Summary:** Approve Third Amendment to Contract for Goods and/or Services  
Between Squaxin Island Tribe and MTA.

### **Fiscal Impact:**

The Squaxin Island Tribe previously set a not to exceed a limit of \$35,000 on the amount to be paid to MTA under the First and Second Amendments to the contract dated October 1, 2015, unless agreed in writing.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2023-10 approving the Third Amendment to the Contract for Goods and/or Services between Mason Transit Authority and the Squaxin Island Tribe, dated October 1, 2015 and authorizing the General Manager to sign it.

**THIRD AMENDMENT TO CONTRACT FOR GOODS AND/OR SERVICES**

In consideration of the mutual advantages gained thereby, the Squaxin Island Tribe and Mason Transit Authority hereby agree to the following changes or amendments to the Contract dated October 1, 2015 ("Contract"), as amended by the First Amendment to Contract for Goods and/or Services that expired on September 30, 2020 and the Second Amendment to Contract for Goods and/or Services that will expire on September 30, 2023:

1. The term of the Contract as set forth in **Section 5. Starting and Completion Dates**, is amended to read as follows:

"This Contract shall be effective on October 1, 2023, and shall automatically terminate on September 30, 2026, unless renewed or extended in writing by both parties."

2. The following shall be changed in Exhibit A to the Contract:
  - a. The dates under "Description" shall be amended to read "10/1/23 to 9/30/26";
  - b. The "Labor Rate Per Hour" shall be changed to \$90.00; and
  - c. The total Contract amount shall be increased an additional \$20,000 from \$15,000, not to exceed \$35,000, unless change is agreed upon in writing.
3. The attached Federal Requirements are incorporated to the extent they apply to the applicable Federal/State Operating Grant Agreement with WSDOT. They supersede all other clauses; except that subsection 10.3 of the Contract shall apply to the exclusion of any other provision.
4. Agrees to sign attached Certifications.
5. All other terms of the initial Contract remain in full force and effect.

SQUAXIN ISLAND TRIBE

MASON TRANSIT AUTHORITY

By \_\_\_\_\_  
Marvin Campbell, Tribal Administrator

By \_\_\_\_\_  
Amy Asher, General Manager

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

**SECOND AMENDMENT TO CONTRACT FOR GOODS AND/OR SERVICES**

In consideration of the mutual advantages gained thereby, the Squaxin Island Tribe and Mason Transit Authority hereby agree to the following changes or amendments to the Contract dated October 1, 2015 ("Contract"), as amended by the First Amendment to Contract for Goods and/or Services that expired on September 30, 2020:

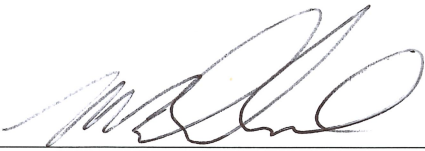
1. The term of the Contract as set forth in **Section 5. Starting and Completion Dates**, is amended to read as follows:

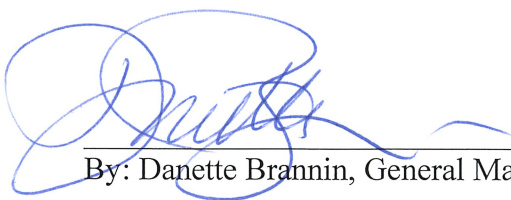
"This Contract shall be effective on October 1, 2020, and shall automatically terminate on September 30, 2023, unless renewed or extended in writing by both parties."

2. The following shall be changed in Exhibit A to the Contract:
  - a. The dates under "Description" shall be amended to read "10/1/20 to 9/30/23";
  - b. The "Labor Rate Per Hour" shall be changed to \$61.00; and
  - c. The total Contract amount shall be increased an additional \$20,000 from \$15,000, not to exceed \$35,000, unless change is agreed upon in writing.
3. The attached Federal Requirements are incorporated to the extent they apply to the applicable Federal/State Operating Grant Agreement with WSDOT. They supersede all other clauses; except that subsection 10.3 of the Contract shall apply to the exclusion of any other provision.
4. Agrees to sign attached Certifications.
5. All other terms of the initial Contract remain in full force and effect.

SQUAXIN ISLAND TRIBE

MASON TRANSIT AUTHORITY

  
\_\_\_\_\_  
By: Marvin Campbell, Tribal Administrator

  
\_\_\_\_\_  
By: Danette Brannin, General Manager

Date: 11/11, 2020

Date: September 15, 2020

## **Federal Requirements**

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.*

*Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
  - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
  - (3) Using forced labor in the performance of the award or subawards under the award.

## **1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.



### 1.3. Procurement.

*The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

### 1.4. Suspension and Debarment.

*Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

### **1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

### **CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.*

*This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.*

*An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA’s regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.*

*On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.*

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following*

*certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.*

#### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA’s charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

### **5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA’s school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
- (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

#### **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

#### **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

##### **7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

##### **7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

**CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

**CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and



- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act’s Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

### **CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 C.F.R. part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, “State Safety Oversight”.

### **CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

### **CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the*

*Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

#### **CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.**

*If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.*

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

#### **CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway*

*public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: \_\_\_\_\_

The Applicant certifies to the applicable provisions of categories 01–20. \_\_\_\_\_

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

<b>Category</b>	<b>Certification</b>
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

\_\_\_\_\_

13 State of Good Repair Grants

\_\_\_\_\_

14 Infrastructure Finance Programs

\_\_\_\_\_

15 Alcohol and Controlled Substances Testing

\_\_\_\_\_

16 Rail Safety Training and Oversight

\_\_\_\_\_

17 Demand Responsive Service

\_\_\_\_\_

18 Interest and Financing Costs

\_\_\_\_\_

19 Construction Hiring Preferences

\_\_\_\_\_

20 Cybersecurity Certification for Rail Rolling Stock and Operations

\_\_\_\_\_

\_\_\_\_\_

**FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE**

**PAGE**

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

**AFFIRMATION OF APPLICANT**

Name of the Applicant: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute



In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

## **Amendment to Contract for Goods and/or Services**

In consideration of the mutual advantages gained thereby, the Squaxin Island Tribe and Mason Transit Authority agree to the following changes or amendments to the Contract dated October 1<sup>st</sup>, 2011:

1. The contract price, as described in “Exhibit A”, shall be increased to an amount not to exceed \$25,000.00.
2. The term of the contract, in section 5, is amended to read as follows:  
This Contract shall be effective on October 1, 2011, and shall automatically terminate on September 30, 2015 unless renewed or extended in writing by both parties.
3. Sections 22 through 41, below, are added to the contract.
4. All other terms of the initial Contract remain in full force and effect.

### **Section 22**

#### **General Compliance Assurance**

The CONTRACTOR agrees to give reasonable guarantees that it and its subcontractors, lessees and any third-party contractors under this AGREEMENT, will comply with all requirements imposed by, or pursuant to, 49 USC chapter 53 and other applicable Federal regulations. The CONTRACTOR agrees to comply with the provisions of 49 CFR Part 18 or 49 CFR Part 19 or FAR, 48 CFR Chapter 1, subpart 31 whichever is applicable, and cost principles as defined in OMB circulars A-87 and A-122. The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT’s *Guide to Managing Your Public Transportation Grant*, and any amendments thereto. The CONTRACTOR agrees that the United States, any agency thereof, WSDOT and any of WSDOT’s representatives, have not only the right to monitor the compliance of the CONTRACTOR with the provisions of this Assurance, but also have the right to seek judicial enforcement with regard to any matter arising under Federal transit laws and regulations, and this Assurance.

### **Section 23**

#### **Procurement**

The CONTRACTOR shall make purchases of any incidental goods or supplies essential to this AGREEMENT through procurement procedures approved in advance by WSDOT and consistent with the following provisions:

**A. General Procurement Requirements.** The CONTRACTOR shall comply with third-party procurement requirements of 49 USC chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with the United States Department of Transportation (U.S. DOT) third-party procurement regulations of 49 CFR § 18.36 or 49 CFR § 19.40 through 19.48 and other applicable Federal regulations pertaining to third-party procurements and subsequent amendments thereto. The CONTRACTOR shall also comply with the provisions of FTA

Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, except to the extent FTA determines otherwise in writing, which by this reference are incorporated herein; and any reference therein to "Grantee" shall mean CONTRACTOR.

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

**C. Preference for United States Products and Services.** To the extent applicable, the CONTRACTOR agrees to comply with the following U.S. preference requirements:

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

2. **Cargo Preference—Use of United States-Flag Vessels.** The CONTRACTOR agrees to comply with 46 USC § 55305 and U.S. Maritime Administration regulations, "Cargo Preference—U.S.-Flag Vessels," 46 CFR Part 381, to the extent those regulations apply to the Project.

3. **Fly America.** The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131 through 301-10.143.

**D. Preference for Recycled Products.** To the extent applicable, The CONTRACTOR agrees to comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials", 40 CFR Part 247, which implements section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 USC § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

**E. Geographic Restrictions.** The CONTRACTOR agrees to not use any state or local geographic preference, except those expressly mandated or encouraged by federal statute or as permitted by FTA.

**F. Government Orders.** In case any lawful government authority shall make any order with respect to the Project or Project Equipment, or any part thereof, or the PARTIES hereto or either PARTY, the CONTRACTOR shall cooperate with WSDOT in carrying out such order and will arrange its operation and business so as to enable WSDOT to comply with the terms of the order.

## **Section 24 Charter Service Operations**

The CONTRACTOR agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142, will engage in charter service operations without first notifying its WSDOT project manager in writing of its intent, and learning the reporting requirements, exceptions, exemptions, and potential violations related to the specific funding source(s) of the subject AGREEMENT. Subsequent to coordination with WSDOT, CONTRACTOR agrees that it shall not engage in charter service operations, except as authorized by 49 USC § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the CONTRACTOR has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the CONTRACTOR has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the CONTRACTOR understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third-party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the CONTRACTOR's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the CONTRACTOR, sub-recipient, lessee, third-party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to FTA's Charter Service regulations.

## **Section 25**

### **School Bus Operations**

The CONTRACTOR agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 USC §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605 to the extent consistent with 49 USC §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the CONTRACTOR has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the CONTRACTOR has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent those regulations are consistent with 49 USC §§ 5323(f) or (g), the CONTRACTOR understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent consistent with 49 USC §§ 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third-party contractors, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the CONTRACTOR's school transportation operations, and (3) if there is a violation of FTA's School Bus Operations

regulations to the extent consistent with 49 USC §§ 5323(f) or (g), FTA will bar the CONTRACTOR, sub-recipient, lessee, third-party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent consistent with 49 USC §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate.

## **Section 26**

### **Incorporation of Federal Terms**

A. **Purchasing.** This AGREEMENT's provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth herein. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any WSDOT request, which would cause WSDOT to be in violation of any FTA term or condition.

B. **Federal Changes.** The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, whether or not they are referenced in this AGREEMENT and include any amendments promulgated by the FTA, during the term of this AGREEMENT. The CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT.

## **Section 27**

### **No Obligation by the Federal Government**

A. WSDOT and the CONTRACTOR acknowledge and agree that regardless of any concurrence or approval by the Federal Government of the solicitation or award of this AGREEMENT, the Federal Government is not a party to this AGREEMENT unless it provides its express written consent. The Federal Government shall not be subject to any obligations or liabilities to the CONTRACTOR, subcontractor, lessee, or any other participant at any tier of the project (whether or not a PARTY to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT.

B. No contract between the CONTRACTOR and its subcontractors, lessees, or any other participant at any tier of the project shall create any obligation or liability of 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. The CONTRACTOR hereby agrees to include this provision 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 28**

### **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 29**

## **Ethics**

**A. Code of Ethics.** The CONTRACTOR agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts, sub-agreements, leases, third-party contracts, or other arrangements supported by federal assistance. The code or standards shall provide that the CONTRACTOR's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, sub-recipient, or participant at any tier of the Project, or agent thereof. The CONTRACTOR may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the CONTRACTOR's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the CONTRACTOR's officers, employees, board members, or agents, or by subcontractors, lessees, sub-recipients, other participants, or their agents. The CONTRACTOR must fully comply with all the requirements and obligations of chapter 42.52 RCW that govern ethics in state and local governments.

1. **Personal Conflict of Interest.** The CONTRACTOR's code or standards shall prohibit the CONTRACTOR's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal Funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the PARTIES set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

2. **Organizational Conflict of Interest.** The CONTRACTOR's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract, sub-agreement, lease, or other arrangement at any tier may, without some restrictions on future activities, result in an unfair competitive advantage to the sub-recipient, lessee, third-party contractor, or other participant at any tier of the Project or impair its objectivity in performing the work under this AGREEMENT.

**B. Debarment and Suspension.** The CONTRACTOR agrees to comply, and assures the compliance of each sub-recipient, lessee, third-party contractor, or other participant at any tier of the project, with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment" 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The CONTRACTOR agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will, search the Excluded Parties Listing System

records at [www.sam.gov](http://www.sam.gov) before entering into any third sub-agreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions.

**C. Bonus or Commission.** The CONTRACTOR affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for federal financial assistance for this Project.

**D. 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 the CONTRACTOR rent or purchase any equipment and materials from any employee or officer of WSDOT.

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

**F. Restrictions on Lobbying.** The CONTRACTOR agrees to:

1. Comply with 31 USC § 1352(a) and will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant AGREEMENT or Cooperative Agreement; and

2. Comply, and assure compliance by each subcontractor at any tier, each lessee at any tier and each sub-recipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 USC § 1352; and

3. Comply with federal statutory provisions to the extent applicable prohibiting the use of Federal assistance Funds for activities designed to influence Congress or a state legislature on legislation or appropriations, except through proper, official channels.

**G. Employee Political Activity.** To the extent applicable, the CONTRACTOR agrees to comply with the provisions of the Hatch Act, 5 USC §§ 1501 through 1508, and §§ 7324 through 7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal Funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 49 USC § 5307 (k)(2)(B) and 23 USC § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving assistance pursuant to MAP-21 or SAFETEA-LU provisions and/or receiving FTA assistance to whom the Hatch Act does not otherwise apply.

**H. False or Fraudulent Statements or Claims.** The CONTRACTOR acknowledges and agrees that:

1. Civil Fraud: The Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing this AGREEMENT, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by this

AGREEMENT. In addition to other penalties that may apply, the CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the CONTRACTOR to the extent the Federal Government deems appropriate.

2. Criminal Fraud: If the CONTRACTOR makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement in connection with this Project authorized under 49 USC Chapter 53 or any other federal law, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of 49 USC §5323(1), 18 USC § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

I. **Trafficking in Persons.** To the extent applicable, the CONTRACTOR agrees to comply with, and assures the compliance of each sub-recipient with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g), and the provisions of this Subsection 3.g of FTA Master Agreement (19) dated October 1, 2012, which by this reference is incorporated herein as if fully set out in this AGREEMENT, and any amendments thereto, which is accessible at <http://www.fta.dot.gov/documents/19-Master.pdf> consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 CFR Part 175.

### **Section 30**

#### **Compliance with Laws and Regulations**

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, Project record keeping necessary to evidence compliance, with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in chapter 49.60 RCW. The terms and provisions of this section shall not be construed to prevent the CONTRACTOR from giving any Indian Preference as may be permitted by Federal Law.

### **Section 31**

#### **Civil Rights**

The CONTRACTOR shall comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

A. **Nondiscrimination in Federal Transit Programs.** The CONTRACTOR agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis of race, color, religion, national origin, sex, disability or age, and prohibits discrimination in employment or business opportunity;

B. **Nondiscrimination-Title VI of the Civil Rights Act.** The CONTRACTOR agrees to comply, and assure compliance by each third-party contractor at any tier, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 USC §§ 2000d *et seq.*; and U.S. DOT regulations,



“Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act”, 49 CFR Part 21. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Assistance Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance; and U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR § 50.3, and any other applicable Federal guidance that may be issued;

**C. Equal Employment Opportunity.** The CONTRACTOR agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 USC §5332, with requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e *et seq.*, and any implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

1. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, age, or national origin. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall also comply with any implementing requirements FTA may issue.

2. If the CONTRACTOR is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this AGREEMENT. Failure by the CONTRACTOR to carry out the terms of that EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies, as it considers appropriate, including termination of federal financial assistance, or other measures that may affect the CONTRACTOR’s eligibility to obtain future federal financial assistance for transportation projects.

**D. Nondiscrimination on the Basis of Sex.** The CONTRACTOR agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 *et seq.* and with any implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

**E. Nondiscrimination on the basis of Age.** The CONTRACTOR agrees to comply with applicable requirements of:

1. The Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance”, 45 CFR Part 90, which prohibits discrimination on the basis of age.

2. The Age Discrimination in Employment Act (ADEA) 29 USC §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act" 29 CFR Part 1625.

**F. Disabilities-Employment.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

**G. Disabilities-Access.** The CONTRACTOR agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires the provision of accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are the following: U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations; "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, "Electronic and Information Technology Accessibility Standards" 36 CFR Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

**G. Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections.** The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 USC §§ 1101 *et seq.*; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 USC §§ 4541 *et seq.*; and comply with the Public Health Service Act of 1912, as amended, 42 USC §§ 290dd through 290dd-2, and any amendments to these

laws. The CONTRACTOR understands the requirements of confidentiality concerning persons covered and/or receiving services and/or treatment regarding alcohol and drug abuse, as defined in the aforementioned acts as applicable, including any civil and criminal penalties for not complying with the requirements of confidentiality and that failure to comply with such requirements may result in termination of this AGREEMENT.

**H. Access to Services for Persons with Limited English Proficiency.** The CONTRACTOR agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 USC § 2000d-1 note, and with provisions of U.S. DOT Notice "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

**I. Environmental Justice.** The CONTRACTOR agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority populations and Low-Income Populations", 42 USC § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions to address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 *et seq.*, April 15, 1997, and The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, except to the extent that the Federal Government determines otherwise in writing.

**J. Other Nondiscrimination Statutes.** The CONTRACTOR agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination and other nondiscrimination statute(s) that may apply to the Project including chapter 49.60 RCW.

## **Section 32**

### **Participation of Disadvantaged Business Enterprises**

To the extent applicable, the CONTRACTOR shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

A. The CONTRACTOR agrees to comply with section 1101(b) of MAP-21, 23 USC §101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and Federal transit law, specifically 49 USC § 5332.

B. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub-agreement supported with federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of this AGREEMENT. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for

under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001, and/or the Program Fraud Civil Remedies Act, 31 USC §§ 3801 et seq.

### Section 33

#### Energy Conservation and Environmental Requirements

**A. Energy Conservation.** The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency standards and policies within the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*, and any amendments thereto.

**B. Environmental Protection.** The CONTRACTOR agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (NEPA), 42 USC §§ 4321 through 4335; Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note; FTA statutory requirements at 49 USC § 5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 through 1508; joint Federal Highway Administration (FHWA)/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent Federal environmental protection regulations that may be promulgated. The CONTRACTOR agrees to comply with 23 USC §§ 139 and 326 as applicable, and implement those requirements in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.*, November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

**C. Clean Water.** The recipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Water Act, as amended, 33 USC §§ 1251 through 1377, 42 USC §§ 300f through 300j-6, and 42 USC § 7606, including any revisions thereto. In the event that the Federal Funds identified in the caption space header of this AGREEMENT entitled "Project Cost", exceed \$100,000, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 USC § 1368, and other applicable requirements of the Clean Water Act.

**D. Clean Air.** The recipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Air Act, as amended, 42 USC §§ 7401 through 7671q and 40 CFR parts 85, 86, 93 and 600, and any revisions thereto. In the event that the federal share, identified in "Project Cost" of this AGREEMENT exceeds \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, as amended, 42 USC § 7606, and other applicable provisions of the Clean Air Act.

**E. Violating Facilities.** The CONTRACTOR agrees to:

1. Refrain from using any violating facilities.
2. Report each violation to WSDOT and understands and agrees that WSDOT will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.
3. Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

### Section 34

#### 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, in accordance with applicable federal regulations and other requirements that FTA may impose. 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 and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

**B. Funds Received or Made Available for the Project.** The CONTRACTOR agrees to deposit in a financial institution, all Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of this Grant AGREEMENT or Cooperative AGREEMENT and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) in accordance with applicable Federal regulations and other requirements FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

**C. Documentation of Project Costs.** 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.

**D. Checks, Orders, and Vouchers.** The CONTRACTOR agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

### **Section 35**

#### **Audits, Inspection, and Retention of Records**

**A. Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the course 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, both paper and electronic, relating to the Project as WSDOT may require. Reporting and record-keeping requirements are set forth in 49 CFR Part 18 or 19, whichever is applicable. 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 perform the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 USC §§ 7501 *et seq.* As provided by 49 CFR § 18.26 or 19.26, whichever is applicable, these audits must comply with OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," and the latest applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT, and any further revision or supplement thereto. The CONTRACTOR agrees that audits will be carried out in accordance with U.S. General Accounting Office "Government Auditing Standards". The CONTRACTOR agrees to obtain any other audits required by the Federal Government or WSDOT. Project closeout will not alter the CONTRACTOR's audit responsibilities.

**C. Inspection.** The CONTRACTOR agrees to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, and other data and records, 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 contractor whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, 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 as required by 49 USC § 5325(g).

### **Section 36**

#### **Labor Provisions**

**A. Contract Work Hours and Safety Standards Act.** The CONTRACTOR shall comply with, and shall require the compliance by each subcontractor at any tier, any applicable employee protection requirements for non-construction employees as defined by the Contract Work Hours and Safety Standards Act, as amended, 40 USC § 3701 *et seq.*, and specifically, the wage and hour requirements of section 102 of that Act at 40 USC § 3702 and USDOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)” at 29 CFR. Part 5; and the safety requirements of section 107 of that Act at 40 USC § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 CFR Part 1926.

**B. Fair Labor Standards Act.** The CONTRACTOR agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 USC §§ 201 *et seq.*, apply to employees performing work involving commerce, and apply to any local government employees that are public transit authority employees. The CONTRACTOR shall comply with the Fair Labor Standards Act’s minimum wage and overtime requirements for employees performing work in connection with the Project.

**C. Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract 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 40 hours in such workweek.

**D. Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of six (6) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349 as amended by 40 USC §§ 3141 *et seq.*, and pursuant to 49 USC §5333(a) *et seq.*,

daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349, as amended by 40 USC § 3141 *et seq.* and pursuant to 49 USC § 5333(a), the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTOR's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**E. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (C) of this section.

**F. Withholding for unpaid wages and liquidated damages.** The CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (E) of this section.

**G. Public Transportation Employee Protective Agreement.** To the extent required by Federal Law, the CONTRACTOR agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 USC § 5333 (b), in accordance with the USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any amendments thereto. These terms and conditions are identified in USDOL's certification of public transportation employee protective arrangements to FTA. The CONTRACTOR agrees to implement the Project in accordance with the conditions stated in that USDOL certification, which certification and any documents cited therein are incorporated by reference and made part of this AGREEMENT. The CONTRACTOR also agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of this AGREEMENT and any alternative comparable arrangements specified by USDOL for

application to the Project, in accordance with USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any revision thereto.

### **Section 37**

#### **Planning and Private Enterprise**

**FTA Requirements.** The CONTRACTOR agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 USC §§ 5303, 5304, 5306, and 5323(a)(1); joint Federal Highway Administration (FHWA)/ FTA regulations, "Statewide Transportation Planning: Metropolitan Transportation Planning," 23 CFR Part 450 and 49 CFR Part 613; and any amendments thereto, and with FTA regulations, "Major Capital Investment Projects," 49 CFR Part 611, to the extent that these regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and when promulgated, any subsequent amendments to those regulations or the MAP-21 amendments, whichever is applicable according to the funding in this agreement. To the extent feasible, the CONTRACTOR agrees to comply with the provisions of 49 USC § 5323(k), which afford governmental agencies and non-profit organizations that receive Federal assistance for non-emergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services. During the implementation of the Project, the CONTRACTOR agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 USC § 501 note, and Executive Order No 12893, "Principles for Federal Infrastructure Investments," 31 USC § 501 note.

### **Section 38**

#### **Substance Abuse**

**A. Drug and Alcohol Testing.** If receiving FTA 5309 and/or FTA 5311 funding, CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the U.S. DOT or its operating administrations and WSDOT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to submit annually the Management Information System (MIS) reports to WSDOT each year during the term identified in the caption space header above titled "the Term of Project."

**B. Drug-free Workplace.** To the extent applicable, the CONTRACTOR agrees to comply with the Federal regulations and guidance related to the Drug Free Workplace Act of 1988, 41 USC § 8103 *et seq.*, and any amendments thereto, 2 CFR Part 182, and 49 CFR Part 32, and to FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655 and 49 USC § 5331.

**C. Privacy Act.** The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions pertaining to substance abuse contained in the Civil Rights clause of this AGREEMENT.



### **Section 39**

#### **Federal "\$1 Coin" Requirements**

To the extent required by the Federal Government, the CONTRACTOR agrees to comply with the provisions of section 104 of the Presidential \$1 Coin Act of 2005, 31 USC § 5112(p), so that the CONTRACTOR's equipment and facilities requiring the use of coins or currency will be fully capable of accepting and dispensing \$1 coins in the connection with that use. The CONTRACTOR also agrees to display signs and notices denoting the capability of its equipment and facilities on its premises where coins or currency are accepted or dispensed, including on each vending machine.

### **Section 40**

#### **Safe Operation of Motor Vehicles**

As applicable, CONTRACTOR is encouraged to comply with the following provisions:

A. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 USC § 402 note. CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for personnel that operate company-owned vehicles.

B. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 USC § 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009. CONTRACTOR is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving. CONTRACTOR is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size.

### **Section 41**

#### **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 federal and/or state financial assistance provided herein, at any time by written notice to the other PARTY in accordance with 49 CFR Part 18 § 18.44 or 49 CFR Part 19 § 19.61, whichever is applicable. 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. WSDOT and/or the CONTRACTOR may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite federal and/or state 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 federal and/or state 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;

5. The Federal Government and/or State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of federal and/or state financial assistance for the Project; or

6. The Federal Government terminates this AGREEMENT due to a determination that the CONTRACTOR has: (a) willfully misused Federal assistance Funds by failing to make adequate progress on the Project, (b) failed to make reasonable and appropriate use of the Project real property, facilities, or equipment, or (c) failed to comply with the terms of this AGREEMENT. In the event of a termination under this subsection, and the Federal Government exercises its right to require WSDOT to refund any or all of the Federal Funds provided for the Project, the CONTRACTOR shall return all monies reimbursed to it by WSDOT, in the amount required by the Federal Government, within sixty (60) days of its receipt of a certified letter from WSDOT.

7. In the case of termination for convenience under subsections A.1 through A.5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT which 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 federal 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 the AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates.

3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

4. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the

daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349, as amended by 40 USC § 3141 *et seq.* and pursuant to 49 USC § 5333(a), the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTOR's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**E. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (C) of this section.

**F. Withholding for unpaid wages and liquidated damages.** The CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (E) of this section.

**G. Public Transportation Employee Protective Agreement.** To the extent required by Federal Law, the CONTRACTOR agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 USC § 5333 (b), in accordance with the USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any amendments thereto. These terms and conditions are identified in USDOL's certification of public transportation employee protective arrangements to FTA. The CONTRACTOR agrees to implement the Project in accordance with the conditions stated in that USDOL certification, which certification and any documents cited therein are incorporated by reference and made part of this AGREEMENT. The CONTRACTOR also agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of this AGREEMENT and any alternative comparable arrangements specified by USDOL for

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.

SQUAXIN ISLAND TRIBE

MASON TRANSIT AUTHORITY

  
By: Don Whitener, Tribal Administrator

  
By: Brad Patterson, General Manager

Date: \_\_\_\_\_, 2014

Date: January 6, 2014

**RESOLUTION NO. 2023-10**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE THIRD  
AMENDMENT TO CONTRACT FOR GOODS AND/OR SERVICES  
(INTERLOCAL AGREEMENT) WITH THE SQUAXIN ISLAND TRIBE TO  
PROVIDE ROUTINE SERVICE AND MAINTENANCE ON THE  
SQUAXIN ISLAND TRIBE'S TRANSIT BUSES.**

**WHEREAS**, the Mason Transit Authority Board, by Resolution No. 2015-27, authorized the General Manager to execute the Contract for Goods and/or Services (the "Contract") in connection with the routine service and maintenance on the transit buses of the Squaxin Island Tribe (the "Tribe"), which term of the Contract was October 1, 2015 to September 30, 2017; and

**WHEREAS**, MTA and the Tribe entered into a First Amendment of the contract, which term expired on September 30, 2020; and

**WHEREAS**, MTA and the Tribe entered into a Second Amendment of the contract, which term will expire on September 30, 2023; and

**WHEREAS**, the Tribe wishes to extend the term for three years commencing October 1, 2023 to September 30, 2026;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the Third Amendment to the Contract for Goods and/or Services is hereby approved and the General Manager is authorized to execute it.

Adopted this 19<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
John Campbell, Chair

\_\_\_\_\_  
Eric Onisko, Vice Chair

\_\_\_\_\_  
Cyndy 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: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

DATE: \_\_\_\_\_

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

**Agenda Item:** New Business – Item 6A – *Actionable*  
**Subject:** Approval of Updated MTA Title VI Policy Statement and Plan  
**Prepared by:** Jason Rowe, General Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 19, 2023

### **Background:**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance.

Mason Transit Authority (MTA) continues to be committed to ensure that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color or national origin as protected by Title VI in Federal Transit Administration (FTA Circular 4702.1.B).

The policy statement and plan provide information, guidance and instruction for anyone believing they have been discriminated against. This updated policy is being brought for consideration by the Board. Updates to this policy relate to the following:

- Within the policy we maintain a record of Title VI or other Civil Rights Investigations, Complaints or Lawsuits, this record is set to go back 6 years. Our previous plan mentioned a former employee complaint that occurred in 2016, since that occurrence has lapsed the 6-year timeframe it was removed from this update.
- Since our requirements for the Limited English Proficiency (LEP) Plan and our 4-factor analysis are contingent on census data, and based on population percentages, this information was reviewed and updated within the policy. Spanish remains the only population that met the threshold and increased from the last plan publication of 2.23% or 1,323 individuals to where is now at 3.2% or 1,975 individuals.
- With this update we did include our Spanish version of the complaint form just to be completely thorough.
- Within the policy there is a requirement for a three-year outreach history, so this information was updated to reflect our efforts.
- Other updates would be found under the Fixed Route Service Standards, where these categories were updated to reflect our current vehicle capacities and service levels, as well as other Agency information throughout the policy just bring those figures to reflect our current information, mostly concerning staffing and service.

As required to occur every three years, the attached updated policy statement and plan has been revised and will be forwarded to MTA's WSDOT Community Liaison upon adoption.

**Summary:** Approve the revised Title VI Policy Statement and Plan (POL-203).

**Fiscal Impact:**

None.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve the Title VI Policy Statement and Plan for the period October 1, 2023 – September 30, 2026 and that such plan shall supersede and replace in full any previously adopted or approved Title VI Policy Statement and Plan.





**TITLE VI POLICY AND PLAN  
FOR THE FEDERAL TRANSIT ADMINISTRATION  
AND WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION**

**October 1, 2023 – September 30, 2026**

**Adopted by the Mason Transit Authority Board of Directors September 19, 2023**

## Table of Contents

Introduction .....	1
Title VI Complaint Procedures .....	1
<b>Record of Title VI or Other Civil Rights</b>	
Investigations, complaints, or lawsuits.....	3
Limited English Proficiency Outreach Plan .....	3
Notification of Beneficiaries of Title VI Rights.....	6
Analysis of Construction Projects .....	6
Membership of Non-Elected Committees .....	9
Fixed Route Service Information .....	9

### ATTACHMENTS

Attachment A - Title VI Complaint Form English .....	13
Attachment A - Title VI Complaint Form Spanish .....	17
Attachment B - Public Participation Plan .....	20
Attachment C - Title VI Policy Statement .....	24
Attachment D - Title VI Notice to the Public.....	25
Attachment E - Public Outreach Efforts (Past 3 years) .....	26

## ***Introduction***

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin in programs and activities receiving Federal financial assistance.

Mason Transit Authority (MTA) is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B. If you believe you have been subjected to discrimination under Title VI, you may file a complaint.

## ***Title VI Complaint Procedures***

### **How to file a Title VI Complaint**

You may file a signed, written complaint up to one hundred and eighty (180) days from the date the complainant became aware of the incident. The complaint should include the following information:

- Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.
- Other information that you deem significant.

Complaint filing information is available at [www.masontransit.org](http://www.masontransit.org) or by email at [mta@masontransit.org](mailto:mta@masontransit.org).

The complaint may be filed in writing with Mason Transit Authority at the following address:

**Mason Transit Authority  
Attn: Operations Manager  
790 E Johns Prairie Rd  
Shelton, WA 98584  
360-426-9434**

*NOTE: MTA encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Operations Manager and labeled attention: Title VI as soon as possible, but no later than 180 days from the date the complainant became aware of the incident.*

### **What happens to your complaint after it is submitted to MTA?**

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by MTA will be directly addressed by the Operations Manager. MTA shall also

## MTA Title VI Plan

provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English.

MTA shall make every effort to address all complaints in an expeditious and thorough manner. Complaints will be acknowledged within 15 working days from receipt of the complaint to inform the complainant of the status of the investigation and/or resolution of the complaint.

In instances where additional information is needed for investigation of the complaint, MTA will contact the complainant in writing. Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

Once sufficient information for investigating the complaint is received by Mason Transit Authority, a written response will be drafted subject to review by the transit's attorney. If appropriate, MTA's attorney may administratively close the complaint. In this case, MTA will notify the complainant of the action as soon as possible.

### **How will I be notified of the outcome of my complaint?**

MTA will send a final written response to the complainant and advise the complainant of his or her right to 1) appeal within 7 calendar days of receipt of the final written decision from MTA, and/or 2) file a complaint externally to the offices below. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Washington State Department of Transportation  
Public Transportation Division  
Attn: Title VI Coordinator  
PO Box 47387  
Olympia, WA 98504-7387

Federal Transit Administration Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5<sup>th</sup> Floor - TCR  
1200 New Jersey Ave., SE  
Washington, DC 20590

United States Department of Justice  
Civil Rights Division  
Coordination and Review Section - NWB  
950 Pennsylvania Avenue NW  
Washington, DC 20530

## ***Record of Title VI or Other Civil Rights Investigations, Complaints or Lawsuits***

To date, there have been no investigations complaints or lawsuits regarding Title VI from a party claiming exclusion or denying of transit services on the basis of race, color or national origin.

Complaints are tracked in a log held in the Operations Department and all Title VI or other civil rights investigations are reported to Washington State Department of Transportation Public Transportation Division in the quarterly progress report for all operating grants. The data collected and reported includes, but not limited to:

- Date of the complaint, investigation, or lawsuit filing.
- A summary of allegations.
- The status of the complaint, investigation, or lawsuit.
- Actions taken by MTA.
- Actions taken by organizations, such as WSDOT, to whom information has been forwarded regarding the complaint, investigation and lawsuit.

Copies of complaints will be kept in MTA's Record Retention program for six years beyond the end of the project period.

## ***Limited English Proficiency (LEP) Plan***

**Census:** The United States is home to millions of national origin minority individuals who are Limited English Proficiency (LEP). That is, their primary language is not English, and they cannot speak, read, write or understand the English language at a level that permits them to interact effectively with recipients of Federal financial assistance.

Mason County meets the threshold of 5% or 1,000 people that are LEP, showing that the majority are Spanish speaking (3.2% of the population or 1,975).

Because of language differences and the inability to effectively speak or understand English, persons with LEP may be subject to exclusion from programs or activities, experience delays or denials of services. These individuals may be entitled to language assistance with respect to a particular type of service. The federal government and those receiving assistance from the federal government must take reasonable steps to ensure that LEP persons have meaningful access to the programs, services, and information those entities provide. This will require agencies to establish creative solutions to address the needs of this ever-growing population of individuals, for whom English is not their primary language.

MTA is committed to breaking down language barriers by implementing consistent standards of language assistance across its service area. The transit agency has a dedicated Spanish-speaking Customer Service Representative to assist riders and others who have LEP. MTA also uses Lionsbridge for translation into other languages to broaden the ability to communicate and serve others beyond English and Spanish. Materials such as ride schedules are printed in both English and Spanish as determined by the Four Factor Analysis. Most effectively, MTA has drivers in the field that are fluent in Spanish to assist.

## ***Analysis Of Factors***

### **Factor No. 1: The number or proportion of LEP persons in the service area.**

MTA's jurisdiction is all of Mason County, which is largely English speaking with direct connections to adjacent counties of Thurston, Jefferson, and Kitsap. The vast majority of the population with which we do business (individuals wishing to ride transit) is largely English speaking. Spanish speaking population is 3.2% (or 1,975 individuals).

### **Factor No. 2. The frequency with which LEP individuals come into contact with the service.**

Spanish requests happen on a weekly basis, and at times, daily.

(All) contacts with MTA are made through phone, email, written communication, via fax or in person. We potentially serve LEP persons daily via bus, customer service interactions, with drivers, dispatch and scheduling staff, Dial-a-Ride (DAR) requests, Vanpool inquiries, public meetings, and customer comments.

MTA provides a phone menu option to select a Spanish speaking scheduler when calling in to MTA business and scheduling centers. Spanish speaking staff is available to translate in most situations via radio communication, phone or in person. MTA has chosen to require that a Customer Service Representative at the Transit-Community Center be Spanish proficient to ensure those needing or desiring to use Spanish as a means to communicate have a frontline staff person available to assist with questions, scheduling and purchasing passes. There are also drivers who are Spanish proficient to assist when the Customer Service Representative is not available.

Customer service representatives and schedulers who assist riders and frontline staff who respond to inquiries either in person, via email, or by telephone were surveyed in August 2020 regarding frequency of contact with LEP individuals and any barriers with communication. The response was that there is daily contact with individuals with LEP. The barriers are minimal as the individual with LEP is directed to the Spanish-speaking Customer Service Representative, or another staff member with Spanish proficiency. Individuals are also directed to use Google Translate for other languages than Spanish (rarely occurs) and when a Spanish-proficient staff member is not available.

### **Factor No. 3: The nature and importance of service provided by Mason Transit Authority.**

MTA provides important transit services to the public through Fixed Route, Deviated Fixed Route, and Dial a Ride (DAR) with ADA equipped vehicles. MTA provides meaningful access to all passengers including those with special needs and/or disabilities.

### **Factor No. 4. The resources available to the recipient of the federal funds to assure meaningful access to the service by LEP persons.**

As of publication, MTA has had no requests for language services in other than English and Spanish.

## MTA Title VI Plan

MTA's current in-house language capabilities are English and Spanish. At time of publication, the operations staff of 52 FTE's includes persons of Spanish or other heritage speaking Spanish fluently. Drivers also use Google Translate to communicate when out in the field with no available assistance for translation.

The transit system also recognizes the need to have language services other than English and Spanish and has implemented Google Translate as a "One Click" option for MTA Web Site access. Customers may be referred to this service in the event of communication difficulties. Lionsbridge is available for translation in over 46 languages for customers who call into Customer Service and need translation services.

Service Schedules and Guidebooks are offered in both English and Spanish. Some brochures and information pamphlets have been translated to Spanish and as time and budget allow, MTA will continue to translate additional information. The Title VI Notice is in both English and Spanish and posted throughout MTA offices and shelters. MTA's Title VI Complaint form is available in Spanish as well as English.

### ***Implementation Plan***

MTA currently has implemented its plan and will review it annually, including any contacts with the LEP persons to determine the frequency of contacts, the language used, and how the contacts were handled.

We have identified LEP persons in the service area by ridership, informal surveys by staff and drivers, customer service and scheduling staff, by customer comment/complaints and by 2021 Census statistical information. This data confirms an 8.0% LEP population in the MTA service area.

MTA began providing printed materials translated into Spanish to the public in 2016 in a proactive approach to anticipate demand.

Consistent training of drivers to refer LEP individuals to the dispatch and scheduling center has been implemented in basic driver training. When a driver is unable to communicate with an LEP individual, a patch-thru radio communication to a Spanish speaking staff may be offered to assist with communication or instructions given to use Lionsbridge for a translation option. Instructions can be found on MTA's website and have been provided to Operations Supervisors and Customer Service.

Title VI language is included in MTA printed documents in both English and Spanish and posted in employee and public areas. MTA's Title VI Policy and Plan and a Complaint Form are available on our website or by calling Customer Service. Continued effort will be made to improve outreach and communication to LEP individuals. Proficient Spanish-speaking staff will be used whenever possible in assisting with outreach to LEP individuals.

## ***Notifying Beneficiaries of Their Rights Under Title VI***

In compliance with 49 CFR 21.9(d), MTA and its sub-recipients must provide information to beneficiaries regarding their Title VI obligations and inform beneficiaries of the protections against discrimination afforded them by Title VI.

- MTA has established a statement of rights and a policy statement, shown here as it appears on the MTA website:

“Mason Transit Authority hereby gives notice that it is the policy of MTA to assure full compliance with the Title VI of the Civil Rights Act of 1990, and related statutes and regulations in all programs and activities. If you feel you have been discriminated against, please [Click Here](#) for Title VI & ADA complaint submission information.”

The statement also appears;

- Found in Attachment D to the Title VI policy and plan.
- Written within the MTA Schedule and Rider’s Guide in both English and Spanish.
- Posted in all facilities, buses and major bus shelters in both English and Spanish.
- The statement is available upon request by email at [mta@masontransit.org](mailto:mta@masontransit.org); upon request by calling 360-427-5033; or toll free 800-374-3747 or writing:

Mason Transit Authority  
790 E. Johns Prairie Road  
Shelton, WA 98584

## ***Analysis of Construction Projects***

Over the last seven years, MTA has completed two construction projects requiring National Environmental Policy Act (NEPA). Both projects received Documented Categorical Exclusion (DCE) determinations from the Federal Transit Administration (FTA) with no further environmental action required.

## ***Inclusive Public Participation***

Community Outreach is a requirement of Title VI. Recipients and sub-recipients shall seek out and consider the viewpoints of minority and low-income populations in the course of conducting public outreach. Recipients have wide latitude to determine what specific measures are most appropriate and should make this determination based on the composition of the affected population, the public involvement process, and the resources of MTA.

MTA has engaged the public in its planning and decision-making processes, as well as its marketing and outreach activities. MTA has developed a comprehensive Public Participation Plan (PPP) which outlines the goals and objectives for public participation which include but are not limited to:



## MTA Title VI Plan

Public Communication  
Public Participation Plan and Transparency  
Public Engagement Principles  
Public Engagement Plan Measurements  
Limited English Proficiency (LEP) efforts

MTA recognizes that decisions are improved by engaging citizens and other stakeholder groups and is committed to transparent and inclusive processes that are responsive, accountable, and within MTA's resources and ability to finance. MTA assigns a high priority to appropriately informing and involving citizens and other stakeholders throughout service development and project planning as MTA decisions impact their lives. MTA has invited the public to participate in the following:

**Transit Development Plan (TDP):** The Transit Development Plan is a requirement of the Washington State Legislature. The Plan is prepared by the independent transit properties and turned into the State DOT. A summary document is prepared which shows operating costs, revenue, service revenue hours, revenue miles, expense and capital expenditures. Public hearings are held to obtain comments from the public on the TDP.

**Board Meetings:** The Mason County Public Transportation Benefit Area Authority (MCPTBA) Board of Directors is composed of ten members as follows:

- Three (3) elected members representing Mason County Commissioners,
- One (1) elected member representing the City of Shelton Council,
- Five (5) members who shall be elected officials selected by the Mason County Commissioners with the goal of seeking equal voting representation among the County Commissioner Districts, and
- One (1) non-voting/non-elected member acting as a Bargaining Unit Business Representative from IAM and AW District 160

The Mason Transit Authority Board meets once monthly to conduct the business of the agency. For an MTA board meeting schedule and locations (established by December prior to start of each new year), please visit [www.masontransit.org](http://www.masontransit.org) or contact the Clerk of the Authority Board at:

Clerk of the Authority Board  
Mason Transit Authority  
790 E Johns Prairie Rd  
Shelton, WA 98584  
360-432-5741 or 800-374-3747  
TTY/TTD: 711 or 800-833-6388

Board meeting agendas are made available to the public via [www.masontransit.org](http://www.masontransit.org) by 5:00 pm on the Friday prior to each Board Meeting. Hard copies are provided at board meeting locations immediately prior to the meeting start time as indicated in the annual board meeting schedule. The MTA Board encourages and provides time for public comment at every board meeting.

## MTA Title VI Plan

Effective January 1, 2019, there may be one (1) non-voting representative of the public to serve as a citizen adviser to the Board for the purpose of providing public feedback and perspective. The citizen adviser must reside in Mason County and serve for a period of one year, unless extended by motions by the Authority Board.

**Public Meetings:** Public meetings are held in strict accordance with the Washington Open Public Meetings Act and may occur throughout each year to solicit and gather input from the public and stakeholders regarding but not limited to project development, significant service development and/or changes, Annual Transit Development Plan (TDP) and passenger fare rate adjustments. Notices will be posted at [www.masontransit.org](http://www.masontransit.org), published in the Mason County Journal and posted on transit vehicles and bus stops and made available at the MTA Operations Base on Johns Prairie Road and the Transit Community Center in downtown Shelton, WA.

**Major Service Change:** Public meetings are held throughout the year regarding any major service change proposal. Ultimate service change approval must come from the Authority Board after proper public and board involvement with briefings, comment intake, and coordination efforts. Proposals may be altered or revised after public and board input if necessary and will be followed by another public input opportunity to comment on the final version prior to approval.

**Fare Increase:** Public meetings are held regarding any passenger fare increase or change proposal. Ultimate fare increase approval must come from the Authority Board after proper public and board involvement with briefings, comment intake, and coordination efforts. Proposals may be altered or revised after public and board input if necessary and will be followed by another public input opportunity to comment on the final version prior to approval.

**Travel Training Class:** Upon request, the operations department will schedule a travel training class to teach riders how to use the transit system.

**Customer Comment/Complaint Process:** Customer Service Comment/Complaint forms are available on each bus, at Transit-Community Center and at [www.masontransit.org](http://www.masontransit.org). Complaint procedures may be viewed, and a complaint may be submitted via the website at [www.masontransit.org](http://www.masontransit.org). Copies of the comment and/or complaint procedure may be requested by phone at (360) 427-5033 or 800-374-3747, US Mail or in person at the MTA Business office at 790 E. Johns Prairie Road, Shelton, WA 98584.

**General Awareness and Surveys:** Internet Surveys may be conducted at [www.masontransit.org](http://www.masontransit.org), Frontline staff may be asked to perform surveys ad hoc, if requested and approved by the Leadership Team. General notices will be posted on all service vehicles, bus shelters (when appropriate) and all Mason Transit public facilities. Generally, these notices regard, but are not limited to minor or one-time schedule changes, interruptions to service for holidays and special circumstances such as construction or community events affecting transit operations.

**Bilingual Outreach:** The appropriate bilingual outreach and notifications will be included in the above actions starting with Board Meetings, in accordance with MTA's LEP and Public Participation Plan(s).

### ***Membership of Non-Elected Committees***

MTA values the viewpoints of minority, LEP and low-income participants in both Inner MTA and Community based committees and panels. The membership of these non-elected committees is selected by MTA to supplement the elected decision-making bodies that represent the transportation interests of our service area.

MTA strives to provide representation from low-income, minority and LEP populations within our service area whenever existing committee positions are available, or during the formation of a new committee/councils. MTA solicits representation from our two neighboring tribal agencies, local government agencies, human service and non-profit organizations and members of the public at large.

At the time of publication, MTA does not have any active committees. Due to lack of interested and participating members, the Mason County Transit Advisory Board (MCTAB) was disbanded and replaced with a Citizen Adviser to the Board. The citizen adviser participates as a non-voting adviser to help the Board with its Public Participation Plan.

### ***Fixed Route Service Standards***

Mason Transit Authority's Fixed Route Service is provided to the general public with no low income or LEP restrictions, and regardless of race, color, or national origin. **These services are provided on an equal basis to all who desire to use public transportation.**

MTA measures our fixed route system by using the following service standards:

**Vehicle Load:** MTA's Vehicle Load Factor is expressed using the number of seats available to riders. While there is additional standing room as needed to the limits indicated, MTA bases its determination of the need for additional seating or increased service on this Maximum Load Factor.

MTA allows for standees as needed but strives to provide a seat for each rider.

MTA Title VI Plan

Number in Fleet	Vehicle Make	Vehicle Type	Passenger Capacities		
			Seating Capacity	Standing Capacity	* Maximum Load Factor = Total Seats
7	Gillig Coach	35' Hvy Coach-bus	32	16	32
6	Gillig Coach	35' Hvy Coach-bus	29	14	29
2	Gillig Coach	35' Hvy Coach-bus	35	17	35
2	Gillig Coach	35' Hvy Coach-bus	45	22	45
4	Gillig Coach	35' Hvy Coach-bus	36	18	36
2	Ford	HD Truck Chassis/Glaval	25	12	25

Currently, MTA does not have onboard technology that allows for the collection of vehicle load data. Operators call dispatch to make supervisors aware that a particular bus has standees anytime the seating capacity is filled.

**Vehicle headways:** The following examples are provided:

Weekday Service					
Route #	Route Name	Type of Run/Service	Scheduled Headway = Number of route departures within the indicated time range		
			4am-8am	8am-4pm	4pm-9pm
1/21	Belfair/Shelton	Regional Connector/Commuter	3	8	4
3/23	Belfair/Bremerton	Regional Connector/Commuter	7	7	4
4	Belfair Local	Loop Route	0	5	0
5	Shelton Local	South Loop	1	8	3
6	Shelton/Olympia	Regional Connector/Commuter	3	8	2
7	Shelton Local	North Loop	2	8	4
8	Shelton/Jefferson County	Regional Connector/Commuter	0	2	0
11	Shelton/Lake Cushman	Rural/Regional Connector	1	2	1
Z	Zipper / Shelton Local	Loop Route	0	13	0

Saturday Service					
Route #	Route Name	Type of Run/Service	Scheduled Headway = Number of route departures within the indicated time range		
			4am- 8am	8am- 4pm	4pm- 9pm
1/21	Belfair/Shelton	Regional Connector/Commuter	1	7	2
3/23	Belfair/Bremerton	Regional Connector/Commuter	1	5	2
4	Belfair Local	Loop Route	0	0	0
5	Shelton Local	South Loop	0	8	2
6	Shelton/Olympia	Regional Connector/Commuter	0	5	1
7	Shelton Local	North Loop	0	8	2
8	Shelton/Jefferson County	Regional Connector/Commuter	1	0	1
11	Shelton/Lake Cushman	Rural/Regional Connector	1	1	0
Z	Zipper / Shelton Local	Loop Route	0	0	0

**On-time performance:** Transit drivers operate their vehicles as close as possible to the established time schedule. Under normal conditions, no vehicle shall depart from any layover later than five minutes beyond the scheduled departure time with every effort made to run on time. Transit drivers may request additional wait time from the dispatcher if a deviation has been requested or if it is known that transfers from a connecting route is running late. If the driver is running late for any reason, the driver must notify the dispatcher. At no time should a transit driver leave a scheduled time point before the established departure time without approval from the dispatcher.

Late times are recorded and monitored by call center staff and Operations supervisors and reported to the Operations Manager. If obvious established schedule conflicts are presented, every effort is taken to resolve the conflict at the soonest opportunity.

**Service availability:** MTA provides Deviated Fixed, Regional Connections and Commuter Routed Services.

1. Deviated Fixed Rote Service is defined as service that may allow a limited deviation off an established route. This service is available on most routes depending on road conditions and time schedules. Riders desiring a route deviation for service must call the MTA Customer Service Center a minimum of two hours in advance. Time is allotted in the established schedule of each route to approve this service provided the remainder of the route is on time.

2. Regional Connections are defined by a concentration of service on established routes connecting with other transit and transportation systems, most often outside of the agency's operating area.
3. Commuter Routed Service is defined as service using established local and regional connector routes with limited stops. These services cater to the daily commuter using transit services for work, school or any regularly needed personal schedule.

All routed services are provided on an equal basis to all those who desire to use public transportation.

### ***Fixed Route Policy Standards***

MTA has developed the following standards to describe how fixed route operations are provided to the general public regardless of race, color or national origin.

**Vehicle Assignment:** Vehicles are assigned to specific routes according to established demand, passenger load anticipation and availability. Routed service vehicle inventory is maintained at a level that assures proper vehicle assignments. The maintenance department maintains a fleet readiness performance goal of 95% or better. MTA's Asset Management Program (AMP) requires and maintains sufficient fleet reserves in the event of vehicle shortage.

**Transit Amenities:** MTA provides site amenities including public rest seating, shelters, solar lighting, and information and waste receptacles as follows:

- **Transit-Community Center:** Customer service staff, public restrooms, public rest seating, route and schedule information, and trash receptacles.
- **Major transfer locations, popular stops and park and rides:** Bus Shelters, solar lighting, public rest seating, route and schedule information, and trash receptacles are maintained at MTA transfer locations.
- **Regular and flag bus stops:** Schedule information is provided on bus shelters. Schedule information, public rest seating, shelters, and trash receptacles are relatively rare at flag bus stops.

Agency installation of amenities is based on available resources, observed, and documented need, passenger or community requests, and property owner permission.

All riders have equal access to amenities. Riders are encouraged to contact MTA if having difficulty with access to amenities and service where improvements, assistance and general accommodation can be provided. Any request for accommodation is immediately followed with the appropriate action through agency coordination.

**ATTACHMENT A**

**MTA TITLE VI COMPLAINT FORM**

Title VI of the 1964 Civil Rights Act requires that “No person in the United States, on the grounds of race, color, or nation origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” If you feel you have been discriminated against in transit services, please provide the following information to assist us in processing your complaint and send it to:

Mason Transit Authority  
Operations Manager  
790 E. Johns Prairie Road  
Shelton, WA 98584  
(360) 426-9434  
(360) 426-0899 (Fax)



**TITLE VI COMPLAINT FORM**

<b>Section I:</b>				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Email Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
<b>Section II:</b>				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
<b>Section III:</b>				
I believe the discrimination I experienced was based on (check all that apply):				
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.				



<b>Section IV:</b>		
Have you previously filed a Title VI complaint with this agency?	Yes	No
<b>Section V:</b>		
<p>Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State Court?</p> <p>( ) Yes                      ( ) No</p> <p>If yes, check all that apply:</p> <p>( ) Federal Agency: _____ ( ) Federal Court: _____</p> <p>( ) State Agency: _____ ( ) State Court: _____</p> <p>( ) Local Agency: _____</p>		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title:		
Agency:		
Address:		
Telephone:		
<b>Section VI:</b>		
Name of agency complaint is against:		
Contact person:		
Title:		
Telephone number:		

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please submit this form in person at the address below, or mail this form within 180 days from the date the complainant became aware of the incident to:**

Mason Transit Authority  
Attention: Operations Manager  
790 E Johns Prairie Rd  
Shelton, WA 98584



**TÍTULO VI FORMULARIO DE QUEJAS**

<b>Section I:</b>				
Nombre:				
Dirección:				
Telefono: (Casa):			Telefono: (Tabajo):	
Dirección de correo electrónico:				
Formato Accesible de Requisitos?	Impresión Grande		Cinta de Audio	
	TDD		Otra	
<b>Section II:</b>				
Usted esta sometiendo esta queja por su propia cuenta.			Sí	No
Si su respuesta fue si a esta pregunta, balla a la seccion III				
Si es no por favor suplemente el nombre y relacion de la persona por la que usted esta sometiendo la queja.				
Por favor explique porque usted sometio la queja por una tercera persona.				
Por favor confirmar que se ha obtenido el permiso de representación, si está representando o apoyando a una tercera persona.			Sí	No
<b>Section III:</b>				
Yo pienso que la discriminación que yo vivi está basada en:				
( ) Raza                      ( ) Color                      ( ) Nacionalidad				
Fecha de discriminación; ( Mes, Dia, Ano): _____				
Explica a detalle lo que sucedió y porque tu crees que fuiste discriminado. Describe a todas las personas involucradas, incluye nombre y alguna información de contacto si la hubiera, de la persona que te hizo sentir discriminado. Incluye nombres e información de contacto si la hubiera, de testigos. Si necesitas más espacio, favor de escribir en la parte de atrás del formato.				

<hr/>		
<b>Section IV:</b>		
Tiene ingresado una queja previamente en esta agencia?	Sí	No
<b>Section V:</b>		
Usted sometio esta queja con alguna otra agencia Federal, Estatal, Local o con alguna corte Federal o Estatal?		
( ) Si                      ( ) No		
Si usted marco si, marqu lo que aplique:		
( ) Agencia Federal: _____ ( ) Corte Federal: _____		
( ) Agencia Estatal: _____ ( ) Corte Estatal: _____		
( ) Agencia Local: _____		
Por favor proporcione información sobre una persona de contacto en la agencia/tribunal donde presenta la queja.		
Nombre:		
Titulo:		
Agencia:		
Dirección:		
Telefono:		
<b>Section VI:</b>		
Nombre de la Agencia:		
Persona de Contacto:		
Titulo:		
Numero de Telefono:		

Usted puede someter otra material escrito que sea relevante a su queja.  
Su Firma Es Requerida.

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Fecha

**Por favor someter esta forma en persona en la direccion marcada abajo o envie la por correo durante un promedio de 180 dias de la fecha de que se dio a conocer la queja del incidente.**

Mason Transit Authority  
Attention: Operations Manager  
790 E Johns Prairie Rd Shelton, WA 98584

## ATTACHMENT B

### Mason Transit Authority - Public Participation Plan (PPP)

“To promote robust public engagement that informs, involves and empowers people and community”

It is the intent of Mason Transit Authority (MTA) to maintain an open and participative process and to consider public comment prior to fare increases, major service changes, projects and short- and long-term plans as well compliance to the Federal Public Comment on Fare and Services Changes rules (FTA circular 9030.1A, Chapter V,5(0)) and any additional requirements under Title VI, Disadvantage Business Enterprise and Americans with Disabilities Act regulations.

Mason Transit Authority recognizes that decisions are improved by engaging citizens and other stakeholder groups and is committed to transparent and inclusive processes that are responsive, accountable and within MTA’s resources and ability to finance. MTA assigns a high priority to appropriately informing and involving citizens and other stakeholders throughout service development and project planning as MTA decisions impact their lives.

#### Public Participation Plan Overview

Mason Transit Authority will inform and seek input from the community, residents, and traveling public. Many approaches will be used to let the public know what is happening throughout the Agency, its financial status, service development, public meetings schedule and value to the community, as well as numerous opportunities for discussion and comment. Public opinion and comments will be documented and considered in the recommendations for Mason Transit Authority’s service development, projects, and other programs.

MTA will promote and develop the Public Participation Plan based on the belief that those who are affected by a decision have a right to be involved in the decision-making process. Public participation includes the promise that the public’s contribution will influence decisions made by MTA.

In addition to individual Mason County residents and visitors, as well as employees, “the public” includes, but is not limited to:

- representatives of consumer, environmental, and other advocacy groups.
- Native Americans and tribal governments.
- minority and ethnic groups.
- business and industrial interests, including small businesses.
- elected and appointed public officials.
- the media.
- trade, industrial, agricultural, and labor organizations.
- public health, scientific, and professional representatives, and societies.
- civic and community associations.
- faith-based organizations.
- research, university, education, and governmental organizations and associations.
- governments, and agencies at all levels; and
- persons with Limited English Proficiency (LEP).

### Public Engagement Principles

The Public Participation Plan has been developed to support civic engagement in the Agency by emphasizing the following principles:

- The public shall have adequate access to information:
  - ✓ A record of all public meetings will be kept and published on the Agency website. Technical documents will be placed in locations available to the public.
- The public shall have clarity in the information presented to them:
  - ✓ Technical information and regulatory procedures will be presented in terms that are understandable to the public and meet the requirement that MTA be responsive to any inquiries received.
- The public shall be able to engage and be notified of public involvement opportunities in a manner that is timely and responsive:
  - ✓ The public, stakeholders and local media will receive sufficient notice of meetings, which will be scheduled at a time and place that is convenient, comfortable, and ADA accessible. Ample time to review any materials will also be provided. All public questions and inquiries will be answered in a timely manner.
- The public shall be able to participate in a process that is well coordinated:
  - ✓ Good coordination, communication, and collaboration among all citizens, concerned agencies and community organizations will be critical to providing the public with the most current and correct information and contribute to the overall success of the Agency.

### Key Elements of Plan

The Public Participation Plan has several elements to inform and involve the public in a meaningful way. The Agency will be accessible to the public, share information in a complete and understandable manner and record and respond to public comments and concerns.

*Key elements of the Plan include:*

1. Citizen Advisor to the Board:
  - ✓ A Citizen Advisor is a position held on the board to provide input and make recommendations to the Authority Board on special projects and as a public representative who engages in Mason Transit Authority's service and project planning processes. It is a non-voting position and only serves as advisory.
2. Public Meetings:
  - ✓ We will hold public meetings in accordance with RCW 42.30, also known as the "Open Public Meetings Act of 1971". These meetings will allow the public to review information and comment on proposed plan(s). The format for the public meetings will allow for public review of documents and opportunities for one-on-one discussion with members of the agency. A short, informal presentation followed by a question-and-answer period may be conducted or simply an open format to ask the staff one-on-one questions.

## MTA Title VI Plan

- ✓ Display materials may include such things as maps, timelines, and/or visualization tools where feasible within the project budget prepared in a manner that is easy for the public to understand.
3. Website:
- ✓ An effective way to support public participation efforts for transportation is through website outreach.
  - ✓ Specific to public engagement, this site will provide:
    - Agency information, contact and history
    - Advertisements of public meetings
    - Meetings and event calendar
    - Surveys and feedback forms
    - Access to minutes of meetings and documents
    - Project updates, as well as news & events
    - Allow people to make comments, ask questions, learn about involvement opportunities
    - Procurement information
    - Provide links to other area organizations as well as state and federal transit publications.
4. Fact Sheets / Updates:
- ✓ Fact sheets will be produced to keep internal/external public informed of financial status, project updates, and/or service development as needed. Fact sheets will be distributed electronically and as handouts internally, as well as published in local media and on the website when produced.
  - ✓ Updates of Outreach efforts, to include press releases, published advertisements and upcoming events, will be sent regularly to targeted stakeholders.
5. Media - Outreach:
- ✓ MTA Team Members will notify the media in advance of public meetings to provide notice of the upcoming meetings. Information will be provided to the media for any development projects providing background material and status of projects as well as information on how to reach key contact people associated with the projects.
  - ✓ Public radio is another means utilized to disseminate information about the Agency and its projects.
  - ✓ Social media is a resource for feedback and encouraging public engagement. Currently, MTA utilizes a Twitter feed and Facebook to notify followers of public meetings and engagement opportunities.
6. Community Events and Meetings:
- ✓ MTA team members will attend a variety of community events and meetings as a way to distribute information regarding MTA projects, programs and services.



Public Engagement Plan Measurements

Measuring and assessing public input, interest and sentiment and making changes to outreach efforts based on that data is a critical element of any public outreach effort. For board meetings, public meetings, service development and small-to-large projects, data may be collected via:

- Log of phone calls, documenting issue/question
- Newspaper coverage, letters to editor, and other media coverage
- Public attendance at meetings
- Number of speaker requests and attendance at public events and civic presentation
- Correspondence
- Number of proactive communication efforts (e.g., newspaper ads, handbills, e-mails, newsletter, legal notices)
- Informal interactions between staff and community members/drivers
- Attendance at Board meetings and minutes of those meetings

The volume of public interest for a project is not a definitive indicator of successful or unsuccessful outreach strategies; rather, the degree of public input and participation demonstrates the level of relative engagement. Formal recording, reporting and analysis of that data can place it into an appropriate perspective to document successful strategies or project phases, and those phases that pose greater challenge to the driving public.

In general, data collection will be completed by various MTA team members, e.g., Clerk of the Board and general staff as appropriate to those who preside over public meetings and presentations. General public and transit users submitting service development comments are tracked, recorded, and archived by the Operations Team. Data summaries shall continue to be published in the Agency's yearly Transit Development Plan (TDP) and Board Reports.

It is important for projects of any size to formally collect and analyze various data from the public to help identify community-based solutions to improve outreach and communication, with each project taking a best-practices approach. To document the relative success of MTA's Public Engagement Plan, a yearly summary report of the public outreach and any data collected will be prepared and presented to the Authority Board and published on the MTA website.

ATTACHMENT C



September 19, 2023

**Mason Transit Authority  
Title VI Non-Discrimination Policy Statement**

Mason Transit Authority (MTA) is committed to ensuring that no person is excluded from participation in, or denied of, or be subject to discrimination in the receipt of its services or programs on the basis of race, color or national origin or any other characteristics protected by law, including Title VI of the Civil Rights Act of 1964, as amended. Further, under the Americans with Disabilities Act (ADA) of 1990, no entity shall discriminate against an individual with a physical or mental disability in connection with the provision of transportation service.

To obtain more information on MTA’s nondiscrimination obligations or to file a Title VI complaint, contact the MTA Operations Compliance Coordinator at:

Mason Transit Authority  
Attn: Operations Manager  
790 E. Johns Prairie Road  
Shelton, WA 98584

Phone: (360) 426-9434  
(800) 374-3747  
Fax: (360) 426-0899

\_\_\_\_\_  
Amy Asher, General Manager

\_\_\_\_\_  
Date

**ATTACHMENT D**

**Mason Transit Authority  
Title VI  
Notice to the Public**

Mason Transit Authority (MTA) hereby gives notice that it is the policy of MTA to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes of regulations in all programs and activities.

Title VI requires that no person shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity operated by MTA in accordance with Title VI of Civil Rights Act of 1964.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with MTA. Any such complaint must be in writing and filed with the MTA Operations Manager within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI discriminatory submission requirements may be obtained from MTA's business office at no cost to the complainant in person; by calling (360) 426-9434; 1-800-374-3747; TTY/Relay: 711 or 1-800-833-6388 or by fax at 360-426-9143; by writing Mason Transit Authority, Attention: Operations Manager, 790 East Johns Prairie Road, Shelton, WA 98584. Additional information regarding MTA's Title VI procedures may also be requested by emailing [mta@masontransit.org](mailto:mta@masontransit.org) or by visiting the MTA website at [masontransit.org](http://masontransit.org).

A complainant may file a complaint directly with the Federal Transit Administration Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5<sup>th</sup> Floor - TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

The Notice to the Public is also provided in Spanish. If information is needed in other language, contact (360) 427-5033.

**Please do not remove this posting  
Please contact the Operations Manager for a copy or information**

## ATTACHMENT E

## Mason Transit Authority Three Year Outreach History

## Public Meetings and Hearings

Meetings & Hearings	Dates	Event	Date of Public Notice
<b>2020 Regular Scheduled Monthly Meetings of MTA Authority Board</b>	Third Tuesday of the Month	Public Comment	01.02.2020
<b>Seeking application for Citizen Advisor to the MTA Authority Board</b>	December 2019 to be appointed in January 2020	Public Input	12.12.2019
<b>Bid Opening for Belfair Park &amp; Ride Project</b>	03.13.2020	Informational	02.27.2020
<b>Annual TDP</b>	07.19.2020 & 08.06.2020	Public Comment	07.23.2020
<b>Bid Opening for Belfair Park &amp; Ride Project</b>	07.31.2020	Informational	07.16.2020
<b>2021 Budget Public Hearing</b>	11.05.2020 & 12/01/2020	Budget Hearing	10.22.2020
<b>2021 Regular Scheduled Monthly Meetings of MTA Authority Board</b>	Third Tuesday of the Month	Public Comment	12.24.2020
<b>Meet &amp; Greet General Manager Applicants</b>	06.07.2021	Public Input and Open Forum	06.03.2021
<b>MTA Board Composition</b>	10.25.2021	Informational	10.01.2021
<b>2022 Budget Public Hearing</b>	11.16.2021	Budget Hearing	11.04.2021
<b>Annual TDP</b>	07.29.2021 & 08.09.2021	Public Comment	07.22.2021
<b>2022 Regular Scheduled Monthly Meetings of MTA Authority Board</b>	Third Tuesday of the Month	Public Comment	12.30.2021
<b>Annual TDP</b>	08.16.2022	Public Comment	08.11.2022
<b>2023 Budget Public Hearing</b>	12.20.2022	Budget Hearing	12.08.2022

**Community Event Participation**

2021

- Volunteer Driver program
- Meals on Wheels
- Posted Community Outreach PSA posters in buses
- COVID-19 Positive rides
- Paul Bunyan Grand Parade
- Grant School Auction
- KMAS interview
- Great Washington Shakeout
- Trunk or Treat
- Community Van Program
- Van Grant Program
- Mason County Preparedness Day

2022

- Fawn Lake HOA presentation
- Vaccine Clinic Resource Fair
- Shelton High School Career Days
- Community Lifeline Picnic in the Park event
- Belfair Senior Center Presentation
- Alpine Way Ride-The-Bus presentation and travel training
- Consejo presentation and travel training for Spanish Speaking customers
- Bite of Reality North Mason Chamber
- Shelton Senior Center presentation
- Exceptional Foresters Inc. presentation
- Parkinsons Group presentation and Travel Training
- Travel Training for EFI customers
- Allyn Days
- ARC of the Peninsulas presentation
- Work Source of Shelton presentation
- Worker Driver Service Fair
- North Mason School Start of Year fair.
- Overdose Awareness event
- North Mason Transitions Class presentation and Travel Training
- Choice School presentation and travel training
- North Mason Fire Resource Fair
- Oysterfest
- Skokomish Tribal Information Fair
- Youth Connection in Belfair presentation and travel training

## MTA Title VI Plan

- Trunk or Treat at Mason General Hospital
- Candelaria travel training
- MTA 30 Year Anniversary event for the public
- Christmas Town USA Parade
- Goldsborough Creek Fun Run Special
- MotoAmerica at The Ridge Special
- Movies in the Park Special
- Allyn Days Shuttle Special
- Grapeview Water & Arts Festival Special
- Sozo Church Special
- Bluegrass in the Forest
- Hood Canal Summerfest & Car Show Special
- HugsFest Special
- YMCA to the movies
- Overdose Awareness at Belfair Library
- The Haven House Assisted Living Special
- Jr/Middle School Shuttle Specials
- Belfair Community Church Live Nativity Special
- COVID-19 positive rides
- COVID-19 Immunization rides from the Senior Center
- Numerous Travel Training events
- Posted Community Outreach PSA posters in buses

## 2023

- North Mason High School Transition class presentation and travel training
- Hoodsport Fire Resource Fair
- Hoodsport Fire Resource Fair special
- Shelton Preschool Tour & Field Trip to MTA
- Oakland Bay Jr High School travel training
- Community Lifeline Café Ribbon Ceremony
- Moving Mason Forward presentation
- Thurston County Transportation presentation
- Transit Resource Fair and Panel discussion
- Asset Building Resource Fair
- Belfair View Apartments presentation
- Olympic College Resource Fair
- The Arc Mock Interview Panel for Choice School
- Christmas Village (senior living) presentation
- North Mason High School Career Fair
- Forest Festival Parade
- Safety Days Events at Sandhill Elementary School

## MTA Title VI Plan

- Safety Days Events at Belfair Elementary School
- Working Families presentation
- Belfair Community Clubhouse presentation
- Christmas Village, senior living, travel training
- Allyn Days
- Expo & Bite of Mason County
- Agency on Aging Community Forum
- Mason LPA Resource and Job Fair in Shelton
- Hoodsport Resource Fair Shuttle Special
- Shelton Preschool Field Trip to MTA
- North Mason P.I.C.N.I.C. family resource fair
- Mason LPA Resource & Job Fair in Belfair
- Overdose Awareness Event (2) Sozo Church Specials (3)
- Mason County Christian School Specials (2)
- Goldsborough Creek Fun Run Special
- Hawkins Middle School Special
- Youth Connection Special
- The Ridge Motorsport Special
- Allyn Days Shuttle Special
- Pickering Community Club Special
- Grapeview Water & Arts Festival Special
- Hood Canal Summerfest & Car Show Special
- Hoodstock Special
- COVID-19 positive rides
- Olympic JR and Oakland Bay Middle High School Transportation (8 months)
- Pioneer Jr HS Transportation (2 months)
- Numerous Travel Training events
- Posted Community Outreach PSA posters in buses

### Pending in 2023

- Oktoberfest in Allyn Special
- Oysterfest shuttle Special and booth
- Trunk or Treat Shuttle Special and booth
- Mason County Transitions Resource Fair

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

**Agenda Item:** New Business Item 6B – *Actionable*  
**Subject:** Request for Approval of Additional FTE  
**Prepared by:** Amy Asher, General Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 19, 2023

### **Background:**

Staff has been informed that one of its fueler/detailers will be leaving the Maintenance Department and his last day with MTA will be November 11, 2023. Given that this position requires a CDL for the purpose of moving MTA's vehicles, it would be beneficial for MTA to begin hiring for this position immediately to allow for CDL training time for a new hire.

As mentioned in previous meetings, recruiting for nearly any position has been challenging and time-consuming in this market and we believe that recruiting as soon as possible to fill the soon to be vacant position is prudent. Given the training time necessary to obtain the CDL before their regular work tasks can begin, staff are requesting an amendment to the 2023 MTA Budget to include the addition of one new FTE for training/succession planning purposes.

**Summary:** Requesting approval of hiring one new FTE in the Maintenance Department for training/succession planning purposes.

### **Fiscal Impact:**

The estimated cost for the one additional FTE for succession timing is \$1,500. The earliest we anticipate new staff beginning work is the 6<sup>th</sup> of November.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board amend the 2023 Budget to include the temporary hiring of one new FTE as the Fueler/Detailer in the Maintenance Department for succession planning purposes.



**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Staff Reports Item 7A – *Informational*

**Subject:** Management Reports

**Prepared by:** Tracy Becht, Executive Assistant

**Approved by:** Amy Asher, General Manager

**Date:** September 19, 2023

**Summary for Informational Purposes:**

The August and September monthly MTA Management Reports are attached for your information.

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board September 19, 2023

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board September 19, 2023

## AUGUST & SEPTEMBER

### GENERAL MANAGER'S REPORT

#### **External Activities:**

- Attended Washington State Transit Insurance Pool Board meetings.
- Attended Peninsula RTP0 TAC and Board Meetings.
- Attended Mason Economic Development Board meetings.
- Attended Washington State Transit Association meetings and audit exit conference.
- Attended Washington State Public Transportation Conference.
- Attended AWC Benefits Forum in Olympia.

#### **Internal Activities:**

- Continued HR and Payroll while HR staff are on leave.
- Finance department direction and support for temp accountant and new Accounting Assistant staff while finance staff are on leave.
- On-site meetings with contractor of Belfair Sewer connection.
- Recruited, interviewed, hired, and onboarded one mechanic and two drivers. Finalized onboarding of new Facilities Technician.
- Drug and Alcohol testing coordination.
- Coordination with WSDOT staff to get end of biennium grant reporting and reimbursements finished.
- Facilitated staff meetings as needed.

## TEAM UPDATES

### **MAINTENANCE/FACILITIES – Paul Bolte**

#### **Outreach and meetings:**

- Attended State Transit conference.
- Attended alternative fuel seminar.
- Switching over from b5 Diesel to R99 renewable diesel.

#### **Facilities and Fleet Projects/Purchases/Maintenance**

- Working on summer and Fall Park& Ride cleanup projects.
- Hired a new Service Mechanic Joe Akers.
- Looking for a new custodian /Detailer to replace Nathon.
- Looking forward to the delivery of ten new cutaways December or January.
- Looking for the first of the 8 new Gilligs sometime in the first quarter 2024.

## T-CC Events/Maintenance

- **Gym:** Pickleball sessions numbered 298 participants this August. CHOICE Highschool P.E. is not utilizing the gym for the remainder of this school year. DSHS Job Fair welcomed 75 citizens. The Lifeline Screening event had 60 patients attend.
- **Conference Room:** PUD. #1 meeting welcomed 4 members.
- **Kitchen:** The kitchen user total in August was 42 people.

## OPERATIONS – Jason Rowe

- **Ridership Impacts:** We did see a decline in ridership these past two months, as expected, from losing the school transportation numbers. However, we have been able to increase our Demand Response or Dial-a-Ride ridership and we participated in several special transportation events these past two months which helped to offset that loss. We anticipate gaining some of those route riders back in September as school starts back up again.
- **Special Transportation:** In July we provided transportation for The Pickering Community Club Auction, The Grapeview Water & Arts Festival and Allyn Days. In August we did the Hood Canal Summerfest & Car Show and Hoodstock.
- **New Driver Class:** We currently have two new drivers going through their training. This class started on September 6, 2023. That would put us at 38 total drivers once they hit the road. We are still aggressively trying to get to our target of 42 full time drivers so that we can expand MTA's services to the public.
- **Service Changes:** We have some service changes scheduled for October 16. These will be exclusively route time adjustments to better facilitate transfers and make operations run more smoothly and efficiently.
- **Outreach:** Here are some of outreach and travel training events that we participated in this month:
  - **Agency on Aging Community Forum.** MTA was invited to participate in a Lewis, Mason, Thurston County wide community forum to help develop the agency's four-year Area plan. Included in this forum was discussion on transportation needs of the elderly and how MTA can assist. We also participated in their Q&A session and their survey and discussion sessions.
  - **Travel Training:** A small group wanted training on taking Route 6 to Olympia that included where to connect to the route, times, fares, and drop off locations.
  - **Mason LPA (Local Planning Area) Resource & Job Fair in Shelton.** This is an annual event sponsored by DSHS. MTA participated with an information table where we shared MTA Transportation options and current and future job openings.
  - **Travel Training:** An individual training for a customer that requested specific instructions on how to catch a bus, where and when the bus services her area.
  - **North Mason P.I.C.N.I.C.:** This event was for the North Mason School District students and parents. PICNIC stands for Purposefully, Integrating, Culture, Nurturing, Inclusive, and Community. It's the school system's moto. As part of their community resources, MTA had a resource booth to share what services we provide.
  - **Mason LPA Resource Fair in Belfair.** (See above.) This is their 3<sup>rd</sup> annual event. MTA had an information booth providing MTA services and future job openings information.
  - **Overdose Awareness Resource Fair.** 7<sup>th</sup> annual Mason County Overdose Awareness Walk & Resource Fair. An event to honor the memory of the lives lost to overdoes and to provide hope and resources to those still struggling. MTA had an information booth with our DAR and Routed system information.

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

**Agenda Item:** Staff Reports Item 7B – *Informational*

**Subject:** Operational Statistics

**Prepared by:** Jason Rowe, Operations Manager

**Approved by:** Amy Asher, General Manager

**Date:** September 19, 2023

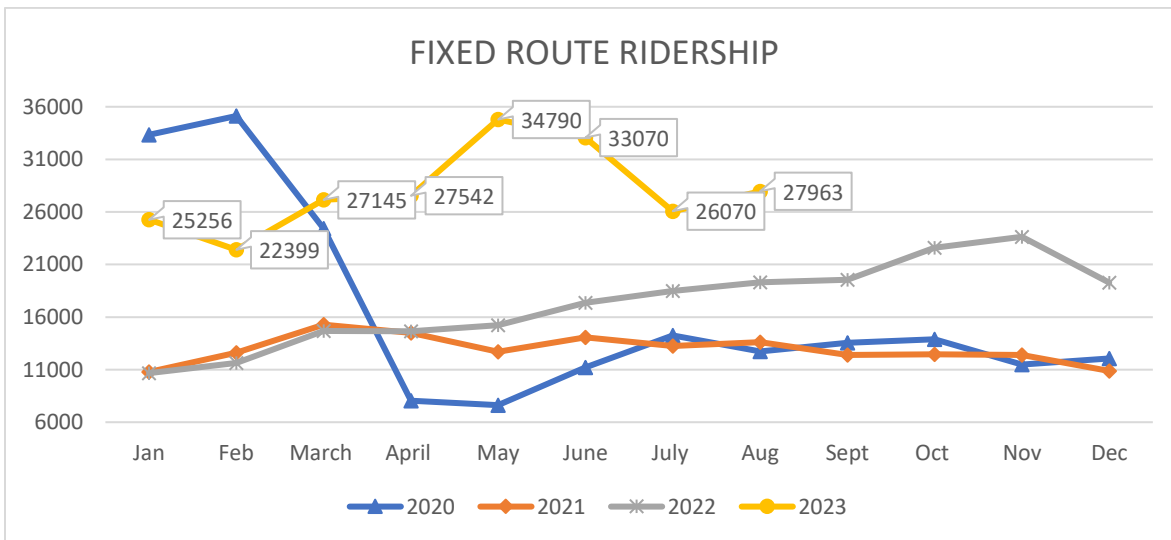
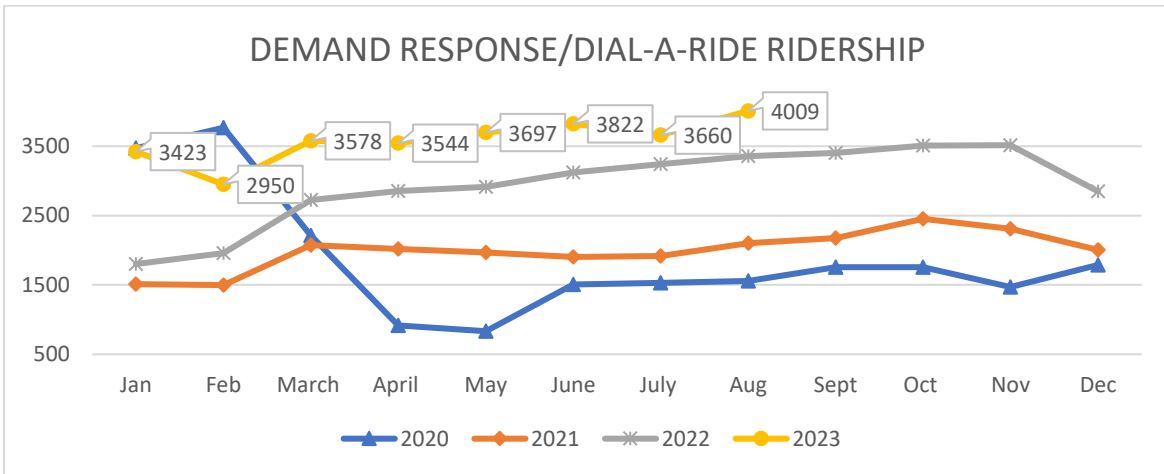
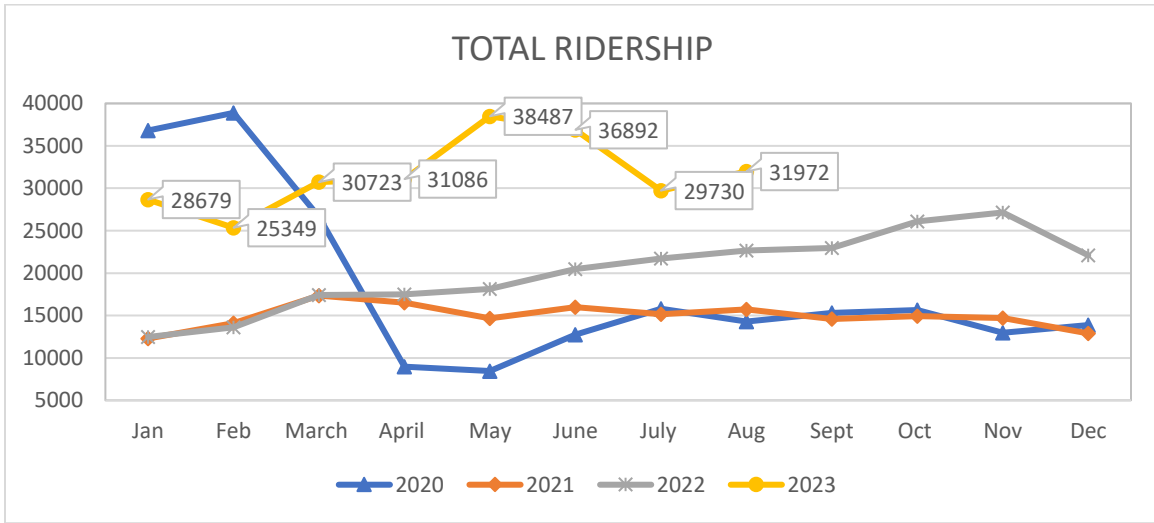
### **Background:**

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 rollercoaster continues for 2023. We did see a drop in our fixed route ridership which coincided with summer break for the schools. This was expected; however, we were able to offset this by doing some special transportation events and we were actually able to increase our Dial-a-Ride ridership over the summer which should keep trending up next month. So, with the return to school ridership we are anticipating coming back to our routed service we should see a good spike for our September numbers.

# Ridership Data



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

**Agenda Item:** Informational Report– Item 7C  
**Subject:** Report of Public Transportation Conference  
**Prepared by:** John Piety, Citizen Advisor to the Authority Board  
**Approved by:** Amy Asher, General Manager  
**Date:** September 19, 2023

### **Background:**

The attached report was prepared by MTA’s Citizen Advisor to the Authority Board following his attendance at the 2023 Public Transportation Conference.

## Report on the Vancouver Transportation Conference

Presented by John Piety  
Mason Transit Authority Board Non-voting public member  
09/19/2023

I very much appreciated the opportunity to attend this 47<sup>th</sup> transportation conference held in Vancouver.

My goal, besides receiving updated information on the latest developments in transit, was to determine how the public was being integrated into those latest transit developments. I selected sessions I felt best met this idea.

All sessions I attended were integrated with the concept of helping the public ride the bus. I attended sessions on safety issues, new/old enhanced modes of transportation and on mobility access issues. Briefly, these specific sessions dealt with: transportation options, mobility management, transportation navigators, new opportunities in intercity bus services, trauma affects on behavior, first/last mile, unhealthy, illicit and illegal behavior in transit, and a rural transportation round table.

I was able to attend 8 specific sessions, totaling about 12 hours. Additionally, we all received 4 breakfast and lunch presentations from general speakers, which included the Mayor of Vancouver, a keynote motivational speaker, a session on autonomous vehicles and a panel on the future of mobility transportation. These interesting presentations added close to another 5 hours. I also visited vendors and a new bus demonstration for about an hour. Finally we attended the Wall of Fame awards banquet, where two individuals from Mason Transit were honored. This lasted about 2 hours. Totaling about 20 hours overall. I was also able to have a few individual conversations with conference attendees discussing on going transit activities in their respective areas. I was able to collect 17 pages of notes [available upon request].

Interesting things I learned:

- \* Trauma can be generic – making it very difficult to resolve individual's issues.
- \* Agency and private cooperation is a challenge,
- \* Peer-to-peer contact works best when developing programs to help folks ride the bus.
- \* Single fare unlimited ride program in a 5 county area is a working concept.
- \* Bikes, scooters etc. are not money makers and thus limiting for transportation options.
- \* Automated driver trucks {buses ?} are in the future.
- \* There are 32 Public Agencies in Washington,

Finally, I attended many good sessions, all of which contributed a bit toward my goal. I did learn something new in each one. Of particular interest was a session where three different agencies detailed their special efforts to keep customers and the public safe while respecting every group their uniqueness and rights.