



## AGENDA

### Mason Transit Authority Board Regular Meeting

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

Remote Meeting via WebEx

Meeting Link:

<https://masontransit.my.webex.com/masontransit.my/j.php?MTID=m669e06baf5b1e8d83c1b1d3e51dbdaba>

To join by phone: 408-418-9388

Meeting access code 2555 564 4269

(Password) h92Ga3pm5Ct

#### In person attendance:

Mason Transit Authority

MTA Transit-Community Center

Conference Room

601 West Franklin Street

Shelton

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

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

*The Chair will ask for public comments from those present in the meeting room first, followed by those attending virtually. When called, please state your name and preferred contact information for the record. Authority Members and Staff will not enter into a dialogue during public comment but may ask clarifying questions. If the Authority feels an issue requires follow up, Staff will be directed to respond at an appropriate time.*
4. **APPROVAL OF AGENDA – ACTION** Chair
5. **CONSENT AGENDA – ACTION** Chair
  - A. **Pg. 03: October 17, 2023 Regular Board meeting minutes**
  - B. **Pg. 06: Check Approval: October 1 – October 31, 2023**
6. **RECOGNITION OF BOARD MEMBER SANDY TARZWELL** Amy
7. **ACTION ITEMS:**

**Unfinished Business: [None]**

**New Business:**

  - A. **Pg. 13: Actionable: Approval of Capital Grant Agreement PTD0594 (Resolution No. 2023-13)** Amy
  - B. **Pg. 34: Actionable: Approval of Consolidated Operating Grant Agreement PTD0691 (Resolution No. 2023-14)** Amy

8. **DISCUSSION ITEMS:**
  - A. Pg. Second View of 2024 Budget [to follow] Amy
  - B. Pg. 55: First view of 2024 Regular Board Meeting Dates Amy
  - C. Pg. 57: Citizen Advisor for 2024 Amy
  - D. Pg. 58: Officers for 2024 Amy
9. **STAFF AND INFORMATIONAL REPORTS**
  - A. Pg. 59: Financial Reports – October, 2023
  - B. Pg. 65: Management Reports
  - C. Pg. 6910: Operational Statistics
10. **COMMENTS BY BOARD**
11. **UPCOMING MTA BOARD MEETING:**

**Mason Transit Authority**  
**Regular Meeting**  
**December 19, 2023 at 4:00 PM**  
 MTA Transit-Community Center  
 Conference Room  
 601 West Franklin Street  
 Shelton
12. **ADJOURNMENT**

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

**Mason Transit Authority**  
**Minutes of the Regular Board Meeting**  
**October 17, 2023**  
*Virtually and at*  
Mason Transit Authority's  
MTA Belfair Park & Ride  
Conference Room  
25250 NE SR 3  
Belfair



**OPENING PROTOCOL**

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

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

**Authority Voting Board Members Present at Belfair:** John Campbell, Chair, Wes Martin, Kevin Shutty, and Sharon Trask.

**Authority Voting Board Members Present via WebEx:** Eric Onisko, Vice Chair, Randy Neatherlin and John Sheridan. **Quorum met.**

**Authority Voting Board Members Not Present:** Cyndy Brehmeyer and Sandy Tarzwell.

**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 Belfair:** John Piety

**MTA Staff present at Belfair:** Amy Asher, General Manager; Paul Bolte, Facilities and Fleet Maintenance Manager; Jason Rowe, Operations Manager; Tyler Hildebrandt, Technical Support Analyst; and Tracy Becht, Clerk of the Authority Board.

**Others Present at Belfair:** Herb Gerhardt.

**3. PUBLIC COMMENT** – Mr. Gerhardt praised MTA's Citizen Advisor to the Board, John Piety, for all of his years of service and faithful attendance at the meetings. Mr. Gerhardt also expressed his appreciation of MTA's Van Grant program so that the citizens continue to receive benefits from the grant recipients. He also mentioned that in the past he was also an MTA Board member.

**4. APPROVAL OF AGENDA**

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

**5. EXECUTIVE SESSION.**

The Board Chair called the Executive Session pursuant to RCW 42.30.110(1)(i) relating to a potential litigation at 4:05 p.m. The voting and non-voting Board members, together with

Cedric Adams of WSTIP, Amy Asher, General Manager and Jason Rowe, Operations Manager, were requested to remain in the room and all other staff and were excused from the room. The Board Chair indicated that the Executive Session would be for 10 minutes, until 4:15 PM. At 4:15 p.m. the Board Chair announced that the Executive Session would be for another 10 minutes.

**RESUME OPEN SESSION:** The Board Chair announced that the Executive Session was closed and the open public meeting resumed at 4:28 p.m.

## **6. CONSENT AGENDA**

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

- A. September 19, 2023 MTA regular Board meeting minutes.
- B. Payments of September 1 through September 30, 2023 financial obligations on checks#37866 through 37957, as presented for a total of \$658,358.49.
- C. Approve Resolution No. 2023-12 that authorizes the disposal of surplus vehicles.

**Neatherlin/Onisko. Motion carried.**

## **7. ACTION ITEMS –NEW BUSINESS**

**A. Request for Approval of Capital Budget Adjustment.** Amy Asher, General Manager, shared with the Board how the cutaway bus market has been unpredictable over the past three years. She indicated that the cutaways that were not expected to arrive until 2024 will now be delivered to MTA in December 2023. Due to that accelerated delivery date, Ms. Asher is requesting a 2023 Capital Budget Adjustment in the approximate amount of \$681,000 to pay for the vehicles when they arrive in 2023. She indicated the vehicles will be paid for entirely by State Grant Funds from the Paratransit Special Needs Formula program. **Moved** that the Mason Transit Authority Board amend the 2023 Capital Budget by \$681,000 for the purchase of four cutaway buses arriving in 2023, rather than 2024. **Shutty/Trask. Motion carried.**

## **8. DISCUSSION ITEM–NEW BUSINESS**

- **Budget; First View of 2024 Budget.** Ms. Asher, General Manager, brought forward the first view of the 2024 Budget and described that the budget at this viewing is a high overview as MTA's Finance Administrator went on leave and then resigned. The Operations Manager, Facilities and Fleet Maintenance Manager, and Technical Support Analyst are still in the process of pulling together cost estimates for 2024. In previous years, sales tax estimates were made on a very conservative basis, where the estimates for 2024 are made to be more in alignment with expectations. Staff is anticipating 4% sales tax revenue over 2023 as well as \$7/gal for fuel as there is uncertainty with current global events and the effect on the gas and oil industry. Staff also anticipates increasing from 42 to 45 FTEs as was set forth in MTA's Transit Development Plan. MTA is aiming to hire 42 FTEs for drivers as a beginning, as well as add 1 additional FTE for training. Staff would like to increase its training hours and refresher training for its Drivers. Currently there is a 50% success rate in the Driver training classes. She has

also included a 4% increase in non-represented staff to obtain and retain high quality talent at MTA. Additionally, there is provision as provided in the contracts of the represented staff, such as 4% for the Maintenance staff and 5% for the drivers. Also included is an increase in property insurance now that MTA has more properties to be covered. Other miscellaneous items are:

- **Johns Prairie Alarm Systems:** The current alarm system was installed in 1984.
- **Computer Server Room:** The air conditioner to keep the server room cool needs to be replaced.
- **Second HVAC System at JP:** The second HVAC system needs to be replaced to keep the tenant/leased areas of JP cool.
- **Fuel Tracking:** The tracking system needs to be upgraded.
- **Propane Training Kits:** These are needed as MTA begins receiving the propane fueled cutaways.
- **Automatic Gates:** The engines that move the gates need to be replaced and the pavement resealed.
- **T-CC Repairs:** There have been leaks onto the gym floor as well as some issues with the flooring.

**9. STAFF AND INFORMATION REPORTS:**

No review presented by Staff of the reports.

**9. COMMENTS BY BOARD:**

- Board member Sheridan asked about the process of the consent agenda which was reviewed.
- Commissioner Shutty suggested that Ms. Asher connect with Loretta Swanson regarding the County's Transit Improvement Plan.

**10. UPCOMING MEETING**

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

Moved that the meeting be adjourned.

**11. ADJOURNED: 4:56 PM**

**Mason Transit Authority Board Meeting**

**Agenda Item:** Consent Agenda – Item 5B – *Actionable*  
**Subject:** Check Approval  
**Prepared by:** Haddon Wulf, Administrative Assistant  
**Approved by:** Amy Asher, General Manager  
**Date:** November 21, 2023

**Summary for Discussion Purposes:**

Disbursements:

- Russ Construction, LLC
  - Check #38013 - \$45,084.60 – Belfair Park & Ride Sewer Project.
- Bradley Air Company
  - Check #38030 - \$29,491.93 – JP Facility A/C Project.

October Fuel Prices: Diesel \$3.66, Unleaded \$3.58

General Manager Travel Expenditures:

N/A

**Check Disbursement Fiscal Impact:**

\$695,136.91

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve the payment of October 1, 2023, through October 31, 2023, financial obligations on checks #37958 through #38056 as presented for a total of \$695,136.91.



Mason Transit Authority  
November 21, 2023, Disbursement Approval

The following checks for the period of October 1, 2023, through October 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	37958-38056	695,136.61

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 10/11/2023	37997	200,633.71
Payroll & DRS – 10/24/2023	38025	200,556.22
Employee Benefit Trust – 10/24/2023	38018	96,378.53
Russ Construction, LLC	38013	45,084.60
Bradley Air Company	38030	29,491.93

Submitted by: *Haddon Wulf* Date: 11/16/23  
Haddon Wulf, Administrative Assistant

Approved by: *Amy Asher* Date: 11/16/23  
Amy Asher, General Manager

Mason Transit Authority Check Register  
 October 2023 Board Report

Activity From 10/1/2023 Through 10/31/2023

Document Date	Check #	Vendor Name	Transaction Amount
10/26/2023	37809	Northwest Bus Sales, Inc.	(396.33)
10/12/2023	37958	Abila	833.28
10/12/2023	37959	Advance Glass	404.59
10/12/2023	37960	Securitas Technology Corporation	286.20
10/12/2023	37961	Allstream	192.40
10/12/2023	37962	World Kinect Energy Services	31,893.85
10/12/2023	37963	American Tire Distributors	1,583.37
10/12/2023	37964	Berg Marketing Group	3,500.00
10/12/2023	37965	Black Star	434.00
10/12/2023	37966	City of Shelton	2,710.96
10/12/2023	37967	Cascade Natural Gas	2,937.29
10/12/2023	37968	Comcast	264.29
10/12/2023	37969	Commercial Brake & Clutch, Inc.	216.91
10/12/2023	37970	Cummins Northwest, LLC	2,033.59
10/12/2023	37971	Dobbs Peterbilt - Rochester	93.42
10/12/2023	37972	Gillig, LLC	1,769.22
10/12/2023	37973	Trina Gwerder	620.00
10/12/2023	37974	District 160	1,811.10
10/12/2023	37975	Industrial Tire Service of Washington Inc.	3,715.95
10/12/2023	37976	Robert W. Johnson, PLLC	1,600.00
10/12/2023	37977	Kitsap Transit	2,100.46
10/12/2023	37978	LMR Bookkeeping, LLC	6,435.00
10/12/2023	37979	Mason County PUD #3	3,103.39
10/12/2023	37980	Mountain Mist Water	65.54
10/12/2023	37981	ODP Business Solutions, LLC	36.44
10/12/2023	37982	O'Reilly Auto Parts	29.57
10/12/2023	37983	Pacific Power Group, LLC dba OWP	347.01
10/12/2023	37984	Builders FirstSource	204.30
10/12/2023	37985	Right! Systems, Inc.	4,318.30
10/12/2023	37986	Schetky Northwest Sales, Inc.	402.06
10/12/2023	37987	Mason County Journal	217.20
10/12/2023	37988	The Shoppers Weekly	644.49
10/12/2023	37989	Smarsh	4.67
10/12/2023	37990	Staples Business Advantage	65.52
10/12/2023	37991	Tozier Brothers, Inc.	41.94
10/12/2023	37992	UniFirst	382.46
10/12/2023	37993	U.S. Bank	4,408.57
10/12/2023	37994	Westbay Auto Parts	179.83
10/12/2023	37995	Whisler Communications	1,896.85
10/12/2023	37996	Washington State Transit Association	125.00
10/11/2023	37997	Mason Transit Authority - ACH Account	200,633.71
10/24/2023	37998	AIG Retirement	1,343.04
10/24/2023	37999	World Kinect Energy Services	9,295.18
10/24/2023	38000	Bradley Air Company	773.06
10/24/2023	38001	CAMCAL Incorporated	2,503.00
10/24/2023	38002	Economic Development Council	1,000.00
10/24/2023	38003	Northwest Cascade Inc. DBA FloHawks	204.00



10/24/2023	38004	Gillig, LLC	694.66
10/24/2023	38005	Kitsap Sun	318.25
10/24/2023	38006	Mason County Garbage, Inc.	1,007.42
10/24/2023	38007	Mason County PUD #3	124.62
10/24/2023	38008	Purcor	158.19
10/24/2023	38009	O'Reilly Auto Parts	330.38
10/24/2023	38010	Builders FirstSource	3.04
10/24/2023	38011	Reliable Electric, Inc.	335.81
10/24/2023	38012	Romaine Electric	151.90
10/24/2023	38013	Russ Construction, LLC	45,084.60
10/24/2023	38014	Signs of Seattle	2,712.50
10/24/2023	38015	Tozier Brothers, Inc.	20.86
10/24/2023	38016	UniFirst	199.47
10/24/2023	38017	United Way of Mason County	50.00
10/24/2023	38018	AWC Employee Benefit Trust	96,378.53
10/24/2023	38019	Verizon Wireless	948.12
10/24/2023	38020	Voyager Fleet Systems, Inc.	16.00
10/24/2023	38021	Westbay Auto Parts	453.15
10/24/2023	38022	Westcare Clinic, Inc.	170.00
10/24/2023	38023	Washington State Transit Association	75.00
10/24/2023	38025	Mason Transit Authority - ACH Account	200,556.22
10/30/2023	38026	Aflac	546.28
10/30/2023	38027	AIG Retirement	2,019.55
10/30/2023	38028	Ecolube Recovery, LLC dba American Petroleum Environmental	205.25
10/30/2023	38029	World Kinect Energy Services	2,777.41
10/30/2023	38030	Bradley Air Company	29,491.93
10/30/2023	38031	Commercial Brake & Clutch, Inc.	290.06
10/30/2023	38032	Employment Security Department - WA State	674.62
10/30/2023	38033	Gillig, LLC	688.39
10/30/2023	38034	Bruce Titus Ford	31.67
10/30/2023	38035	GORDON TRUCK CENTERS, INC.	107.50
10/30/2023	38036	Interstate Batteries	310.20
10/30/2023	38037	Kimball Midwest	593.35
10/30/2023	38038	Knight Fire Protection, Inc.	1,650.29
10/30/2023	38039	LegalShield	126.50
10/30/2023	38040	Mason County PUD #3	72.97
10/30/2023	38041	Purcor	125.12
10/30/2023	38042	Mountain Mist Water	284.87
10/30/2023	38043	Northwest Bus Sales, Inc.	537.57
10/30/2023	38044	ODP Business Solutions, LLC	53.97
10/30/2023	38045	O'Reilly Auto Parts	526.34
10/30/2023	38046	Builders FirstSource	20.98
10/30/2023	38047	Ricoh USA, Inc	173.25
10/30/2023	38048	Seattle Automotive Distributing	306.64
10/30/2023	38049	Mason County Journal	99.00
10/30/2023	38050	The Shoppers Weekly	78.12
10/30/2023	38051	Staples Business Advantage	79.17
10/30/2023	38052	Tozier Brothers, Inc.	54.04
10/30/2023	38053	United Way of Mason County	50.00
10/30/2023	38054	UniteGPS, LLC	5,684.00
10/30/2023	38055	US Transmissions, Inc.	313.70

10/30/2023 38056

Westbay Auto Parts

110.47

October Check Totals \$695,136.61

Mason Transit Authority Credit Card Activity  
November 2023 Board Report

		October 2023 Activity	
GL Title	Transaction Description	Expenses	
Parts Inventory	Belt Tensioner	30.29	
Uniform Allowance	Driver Uniforms	3,045.60	
Repair/Maintenance by Other	Pallet Removal	5.00	
Repair/Maintenance by Other	Tablet Repair	215.25	
Repair/Maintenance by Other	Tire Recycling	468.30	
Facility Repair/Maintenance	Air Filters	111.20	
Facility Repair/Maintenance	Air Filters	115.53	
Facility Repair/Maintenance	Bathroom Mats	45.57	
Facility Repair/Maintenance	Bathroom Mats	49.48	
Facility Repair/Maintenance	Door Chime and Safety Barrier Chain	53.61	
Facility Repair/Maintenance	Go Jo Hand Soap	91.11	
Facility Repair/Maintenance	HVAC Filters	684.88	
Facility Repair/Maintenance	Rain Barrier	68.53	
Office Supplies	Backpack	32.54	
Office Supplies	Thermal Paper	21.67	
Shop Supplies	Safety Glasses	28.74	
Cleaning/Sanitation Supplies	Cleaning Supplies	113.54	
Cleaning/Sanitation Supplies	Dishwasher Detergent	53.28	
Cleaning/Sanitation Supplies	Kleenex	12.97	
Cleaning/Sanitation Supplies	Liquid Hand Soap	48.95	
Cleaning/Sanitation Supplies	Oil Pads	110.37	
Cleaning/Sanitation Supplies	Pumice and CLR for TCC Urinals	32.60	
Cleaning/Sanitation Supplies	Zep Cleaner	106.32	
Small Tools & Equipment	Step Stool	54.39	
Safety Supplies	Fire Extinguisher	183.56	
Safety Supplies	Mechanic Gloves	23.86	
Safety Supplies	Mechanic Gloves	23.86	
Safety Supplies	Safety Kits	251.76	
Safety Supplies	Seat Belt Cutters	19.52	
Safety Supplies	Velcro Mounting Tape	21.58	
Small Equipment & Furniture	Portable Heater for Comm. Ctr. - Vanessa	59.84	
Dues, Memberships, Subscriptions	eFax Monthly Bill	110.13	
Dues, Memberships, Subscriptions	Network Solutions Renewal	18.43	
Dues, Memberships, Subscriptions	Network Solutions Renewal	59.65	
Travel & Meeting Expense MTA	CDL Tester Training Lodging	843.60	
Travel & Meeting Expense MTA	Guest Rider Program Walla Walla Lodging - Dan Sharp	237.56	
Travel & Meeting Expense MTA	Hotel Room Cost	252.65	
Training / Seminars	Drug and Alcohol Training Registration	55.00	
Advertising/Promotion Media	Driver Job Posting	149.00	
Advertising/Promotion Media	Trunk or Treat and Marketing Candy	219.70	

Total Credit Card Charges - October \$ 8,129.42



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

**Agenda Item:** New Business – Item 7A – *Actionable*  
**Subject:** Approval of Capital Purchase Agreement PTD0594  
**Prepared by:** Amy Asher, General Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** November 21, 2023

### **Background:**

As staff has mentioned at prior Board meetings, MTA received notification in August, 2022 that it was awarded FTA 5339(b) grant funds in the amount of \$2,058,495 for the replacement of five heavy duty buses. MTA is responsible for the 20% match for the grant. Since the time the grant was written in early 2022, the cost of the vehicles has increased. Staff has worked with WSDOT to allocate State Rural Mobility Transit Formula Funds to cover the required match of \$514,624 and resulting cost increases of \$395,608 for a total project cost of \$2,968,727.

These five vehicles have been ordered and are expected to arrive in early 2024.

**Summary:** Approve Agreement PTD0594 between WSDOT and MTA for the purchase of five replacement heavy duty buses.

### **Fiscal Impact:**

Replacement of \$514,624 in previously allocated local MTA funds as match with State Rural Mobility Formula Funds and addition of \$395,608 in State RMF funds to cover cost escalation.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2023-13 and the Capital Grant Agreement Number PTD0594 between WSDOT and MTA.



**WSDOT Contact:** Emily Geraldts

**WSDOT E-mail:** [Emily.Geraldts@wsdot.wa.gov](mailto:Emily.Geraldts@wsdot.wa.gov)

**WSDOT Phone:** 515-451-9594

<b>Consolidated Grant Program Capital Grant Agreement</b>	
<b>Agreement Number</b>	PTD0594
<b>Term of Agreement</b>	July 1, 2023 through the useful life of the Project Equipment
<b>Vendor #</b>	911554133
<b>UEI</b>	GVJSNKK6EFQ4
<b>ALN # / ALN Name</b>	20.526 Bus and Bus Facilities Formula Program
<b>Indirect Cost Rate</b>	None
<b>R &amp; D</b>	No
<b>Service Area</b>	Mason County
<b>Contractor:</b> Mason County Public Transportation Benefit Area dba Mason Transit Authority	
791 E Johns Prairie Rd Shelton, WA 98584-1266	
<b>Contact:</b> Amy Asher <b>Email:</b> aasher@masontransit.org	

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

WHEREAS, the State of Washington in its Sessions Laws of 2023, Chapter 472, Section 221, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2023-2025 biennial appropriations to WSDOT; and

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

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

**Section 1  
SCOPE OF WORK AND BUDGET**

**Funding by Project**

**Project Title:** Replace 5 Heavy Duty Buses

**UPIN #** N/A

**Scope of Work:** Purchase five (5) replacement heavy duty buses.

Type of Funds	Current Percentage	Current Funds	Projected Funds	Total Funds
State Rural Mobility - Transit Formula Funds	30.66%	\$ 910,232		\$ 910,232
FY22 FTA 5339(b)	69.34%	\$ 2,058,495		\$ 2,058,495
Projected Grant Funds				
<b>Grant Funds</b>	<b>100.00%</b>	<b>\$ 2,968,727</b>	<b>\$ -</b>	<b>\$ 2,968,727</b>
Contractor's Funds	0.00%	\$ -		\$ -
<b>Total Project</b>	<b>100.00%</b>	<b>\$ 2,968,727</b>	<b>\$ -</b>	<b>\$ 2,968,727</b>

**Budget:** Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2023-2025 biennium.

**Federal Award Information**

	FY22 FTA 5339(b)
<b>Federal Award Identification #</b>	WA-2023-017
<b>Year</b>	2022
<b>Federal Award Date</b>	6/12/2023
<b>Budget Period Start Date</b>	TBD
<b>Budget Period End Date</b>	12/31/2025
<b>Period of Performance Start Date</b>	6/12/2023
<b>Period of Performance End Date</b>	12/31/2025
<b>Total WSDOT Apportionment</b>	\$5,422,169
<b>Amount Committed to the Subrecipient</b>	\$2,058,495
<b>Amount Obligated to the Subrecipient</b>	\$2,058,495

**Section 2**  
**Purpose of Agreement**

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

**Section 3**  
**Scope of Project**

The CONTRACTOR shall undertake and complete the Project described and detailed in **Section 1- Scope of Work**. The CONTRACTOR shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

**Section 4**  
**Term of Agreement**

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

**Section 5**  
**General Compliance Assurance**

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-grant>, which by this reference is fully incorporated herein. The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

**Section 6**  
**Contractor's Share of Project Costs**

- A. The Total Project Cost shall not exceed the amounts detailed in **Section 1**. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed



in **Section 1**. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in **Section 6(A)**, shall preclude the requirements specified in **Section 7 (B)** for payments at the end of the biennium.

- B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in **Section 1**, indicated as Contractor's Funds.

## **Section 7**

### **Reimbursement and Payment**

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in **Section 9 –Reports** may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. The CONTRACTOR shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(12) "fiscal year" is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

## **Section 8**

### **Assignments and Subcontracts**

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

- B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 20, and Section 27**, of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

### **Section 9 Reports**

- A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the Guidebook. Those reports include, but are not limited to:
1. Project Passenger Trips Provided
  2. Project Service Hours Provided
  3. Project Revenue Service Miles Provided
  4. Narrative Progress Report
  5. Financial Status/Summaries of the Project.
- B. Failure to meet any of the above-identified report submittal timelines may result in the CONTRACTOR being considered to be in breach of contract and “Not In Good Standing” as defined in the Guidebook referenced in **Section 5 - General Compliance** of Agreement of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the CONTRACTOR from receiving future PT Rideshare grant funds in the next biennium.

### **Section 10 Energy Credit**

To the extent CONTRACTOR receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, CONTRACTOR agrees to reinvest those monies into services and projects consistent with the STATE’S public transportation grant program. CONTRACTOR’S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE’S funding of this AGREEMENT.

### **Section 11 No Obligation by the State Government**

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

**Section 12**  
**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 13**  
**Ethics**

1. Relationships with Employees and Officers of WSDOT. The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
2. Employment of Former WSDOT Employees. The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or another 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 the written consent of WSDOT.

**Section 14**  
**Civil rights**

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

**Section 15**  
**Compliance with Laws and Regulations**

- A. The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the CONTRACTOR agrees to comply with the following:
  1. SB 5974 Move Ahead Washington
  2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT, and
  3. RCW 70A. 65.260 Climate Commitment ACT.
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or

enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

## **Section 16 Environmental and Regulatory Requirements**

The CONTRACTOR agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The CONTRACTOR agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

## **Section 17 Accounting Records**

- A. Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

## **Section 18 Audits, Inspection, and Retention of Records**

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

the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.
- C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

### **Section 19 Labor Provisions**

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

### **Section 20 Changed Conditions Affecting Performance**

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

### **Section 21 Coordination of Special Needs Transportation**

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

**Section 22**  
**Remedies for Misuse or Noncompliance.**

If WSDOT determines that the Project has been used in a manner materially different from **Section 1- Scope of Work**, WSDOT may direct the CONTRACTOR to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

**Section 23**  
**Disputes**

- A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of the CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.
  
- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.
  
- C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.
  
- D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **Section 24 Termination**

- A. Termination for Convenience. WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:
1. The requisite funding becomes unavailable through the failure of appropriation or otherwise;
  2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
  3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
  4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
  5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
- B. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
  2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
  3. Fails to make reasonable progress on the Project 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 material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- D. 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.
- E. 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.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

## **Section 25**

### **Forbearance by WSDOT Not a Waiver**

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



**Section 26**  
**Lack of Waiver**

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

**Section 27**  
**Limitation of Liability**

- A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as “claims”), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR’s performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- D. In the event either the CONTRACTOR or WSDOT incurs attorney’s fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

**Section 28**  
**Agreement Modifications**

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

**Section 29**  
**WSDOT Advice**

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

**Section 30**  
**Venue and Process**

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

**Section 31**  
**Subrogation**

- A. Prior to Subrogation. WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the CONTRACTOR to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

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

### **Section 32 Counterparts**

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

### **Section 33 Complete Agreement**

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

### **Section 34 Severability**

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

### **Section 35 Order of Precedence**

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

1. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. The Consolidated Operating Guidebook

**Section 36  
Execution**

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

**Section 37  
Binding Agreement**

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

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

WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION

CONTRACTOR

\_\_\_\_\_  
Brian Lagerberg, Director  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT I

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

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

The recipient further agrees to comply with all applicable requirements included in the most current approved Master Agreement. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available at <https://www.transit.dot.gov/funding/grants/grantee-resources/sample-fta-agreements/fta-master-agreement-version-30-november-2>

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

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

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

#### **1. Changes to Federal Requirements**

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

#### **2. Civil Rights**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present

and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **3. Disadvantaged Business Enterprises**

The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote, and report DBE participation. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a condition of Award, and Bids/Proposals may not be rejected or considered non-responsive on that basis.

### **4. ADA Access**

The contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this contract. Equal access and opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

### **5. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to be controlled in the event of a conflict with other provisions in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**RESOLUTION NO. 2023-13**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING AGREEMENT PTD0594 BETWEEN MASON TRANSIT  
AUTHORITY AND WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION AND AUTHORIZING THE GENERAL MANAGER TO  
EXECUTE THE SAME.**

**WHEREAS**, the Washington State Department of Transportation has awarded FTA 5339(b) grant funds in the amount of \$2,058,495 for the replacement of five heavy duty buses with MTA to be responsible for the 20% match in the amount of \$514,624; and

WHEREAS, MTA wishes to use State Rural Mobility Transit Formula Funds to cover the required match and \$ 395,608 in additional costs due to price increases; and

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** to approve Capital Grant Agreement No. PTD0594 of the Consolidated Grant Program for the purpose of purchasing five (5) replacement heavy duty buses; and

**BE IT FURTHER RESOLVED** that the General Manager is authorized to execute Agreement PTD0594.

Adopted this 21st day of November, 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: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

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

**Agenda Item:** New Business – Item 7B – *Actionable*  
**Subject:** Approve Consolidated Operating Grant Agreement PTD0691  
**Prepared by:** Amy Asher, General Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** November 21, 2023

### **Background:**

As mentioned by Staff in prior meetings, MTA was awarded funding on its application relating to sustaining its Dial-A-Ride service in Mason County. This funding will be for the 2023-2025 biennium.

This funding is the result of State Special Needs Transportation – Transit Formula Funds allocated to transit systems for the purpose of sustaining and expanding services to people with disabilities, including seniors and children living in rural areas. MTA has elected to apply the award to cover the 50% match that was required in the Consolidated Grant Application and operating costs for the Dial-A-Ride program.

Legal Counsel has reviewed the Agreement. Additionally, staff have reviewed the amounts presented in the agreement and find them to be in alignment with how MTA requested the funds to be applied.

**Summary:** Approve Agreement PTD0691 between WSDOT and MTA for the DAR service during the 2023-2025 biennium.

### **Fiscal Impact:**

State Grant Funds:	\$2,801,363
Federal Funds:	1,856,400
Local Funds:	0

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2023-14 and the attached Consolidated Operating Grant Agreement No. PTD0691 between WSDOT and MTA.



**WSDOT Contact:** Elizabeth Safsten

**WSDOT E-mail:** [elizabeth.safsten@wsdot.wa.gov](mailto:elizabeth.safsten@wsdot.wa.gov)

**WSDOT Phone:** 360-705-6885

<b>Consolidated Grant Program</b>			
<b>Operating Grant Agreement</b>			
<b>Agreement Number</b>	PTD0691	<b>Contractor:</b>	<b>Mason County Public Transportation Benefit Area</b>
<b>Term of Agreement</b>	July 1, 2023 through June 30, 2025		<b>dba Mason Transit Authority</b>
<b>Vendor #</b>	911554133		<b>790 E Johns Prairie Rd</b>
<b>UEI</b>	GVJSNKK6EFQ3		<b>Shelton, WA 98584-1265</b>
<b>ALN # / ALN Name</b>	20.509 Formula Grants for Rural Areas	<b>Contact:</b>	Amy Asher
<b>Indirect Cost Rate</b>	None	<b>Email:</b>	aasher@masontransit.org
<b>R &amp; D</b>	No		
<b>Service Area</b>	Mason County		

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

WHEREAS, the State of Washington in its Sessions Laws of 2023, Chapter 472, Section 221, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2023-2025 biennial appropriations to WSDOT; and

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

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

**Section 1  
SCOPE OF WORK AND BUDGET**

**Funding by Project**

**Project Title:** Sustain Mason County Dial-A-Ride Service

**UPIN #** N/A

**Scope of Work:** Sustain operations for Dial-a-Ride service in Mason County.

Type of Funds	Current Percentage	Current Funds	Projected Funds	Total Funds
State Special Needs Transportation - Transit Formula Funds (MMA)	60.14%	\$ 2,801,363		\$ 2,801,363
FTA 5311	39.86%	\$ 1,856,400		\$ 1,856,400
Projected Grant Funds				
<b>Grant Funds</b>	<b>100.00%</b>	<b>\$ 4,657,763</b>	<b>\$ -</b>	<b>\$ 4,657,763</b>
Contractor's Funds	0.00%	\$ -		\$ -
<b>Total Project</b>	<b>100.00%</b>	<b>\$ 4,657,763</b>	<b>\$ -</b>	<b>\$ 4,657,763</b>

**Budget:** Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2023-2025 biennium.

**Federal Award Information**

	<b>FTA 5311</b>
<b>Federal Award Identification #</b>	WA-2023-057
<b>Year</b>	2022
<b>Federal Award Date</b>	8/25/2023
<b>Budget Period Start Date</b>	3/15/2022
<b>Budget Period End Date</b>	9/30/2027
<b>Period of Performance Start Date</b>	8/25/2023
<b>Period of Performance End Date</b>	9/30/2027
<b>Total WSDOT Apportionment</b>	\$18,105,777
<b>Amount Committed to the Subrecipient</b>	\$1,856,400
<b>Amount Obligated to the Subrecipient</b>	\$1,856,400

**Section 2**  
**Purpose of Agreement**

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

**Section 3**  
**Scope of Project**

The CONTRACTOR shall undertake and complete the Project described and detailed in **Section 1- Scope of Work**. The CONTRACTOR shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

**Section 4**  
**Term of Agreement**

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

**Section 5**  
**General Compliance Assurance**

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-grant>, which by this reference is fully incorporated herein. The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

**Section 6**  
**Contractor's Share of Project Costs**

- A. The Total Project Cost shall not exceed the amounts detailed in **Section 1**. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed

in **Section 1**. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in **Section 6(A)**, shall preclude the requirements specified in **Section 7 (B)** for payments at the end of the biennium.

- B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in **Section 1**, indicated as Contractor's Funds.

## **Section 7**

### **Reimbursement and Payment**

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in **Section 9 –Reports** may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. The CONTRACTOR shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(12) "fiscal year" is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

## **Section 8**

### **Assignments and Subcontracts**

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

- B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 20, and Section 27**, of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

### **Section 9 Reports**

- A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the Guidebook. Those reports include, but are not limited to:
1. Project Passenger Trips Provided
  2. Project Service Hours Provided
  3. Project Revenue Service Miles Provided
  4. Narrative Progress Report
  5. Financial Status/Summaries of the Project.
- B. Failure to meet any of the above-identified report submittal timelines may result in the CONTRACTOR being considered to be in breach of contract and “Not In Good Standing” as defined in the Guidebook referenced in **Section 5 - General Compliance** of Agreement of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the CONTRACTOR from receiving future PT Rideshare grant funds in the next biennium.

### **Section 10 Energy Credit**

To the extent CONTRACTOR receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, CONTRACTOR agrees to reinvest those monies into services and projects consistent with the STATE’S public transportation grant program. CONTRACTOR’S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE’S funding of this AGREEMENT.

### **Section 11 No Obligation by the State Government**

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

**Section 12**  
**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 13**  
**Ethics**

1. Relationships with Employees and Officers of WSDOT. The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
2. Employment of Former WSDOT Employees. The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or another 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 the written consent of WSDOT.

**Section 14**  
**Civil rights**

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

**Section 15**  
**Compliance with Laws and Regulations**

- A. The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the CONTRACTOR agrees to comply with the following:
  1. SB 5974 Move Ahead Washington
  2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT, and
  3. RCW 70A. 65.260 Climate Commitment ACT.
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or



enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

## **Section 16 Environmental and Regulatory Requirements**

The CONTRACTOR agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The CONTRACTOR agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

## **Section 17 Accounting Records**

- A. Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

## **Section 18 Audits, Inspection, and Retention of Records**

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

the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.
- C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

### **Section 19 Labor Provisions**

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

### **Section 20 Changed Conditions Affecting Performance**

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

### **Section 21 Coordination of Special Needs Transportation**

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

**Section 22**  
**Remedies for Misuse or Noncompliance.**

If WSDOT determines that the Project has been used in a manner materially different from **Section 1- Scope of Work**, WSDOT may direct the CONTRACTOR to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

**Section 23**  
**Disputes**

- A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of the CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.
- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.
- C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.
- D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **Section 24 Termination**

- A. Termination for Convenience. WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:
1. The requisite funding becomes unavailable through the failure of appropriation or otherwise;
  2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
  3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
  4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
  5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
- B. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
  2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
  3. Fails to make reasonable progress on the Project 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 material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- D. 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.
- E. 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.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

## **Section 25**

### **Forbearance by WSDOT Not a Waiver**

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

**Section 26**  
**Lack of Waiver**

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

**Section 27**  
**Limitation of Liability**

- A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as “claims”), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR’s performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- D. In the event either the CONTRACTOR or WSDOT incurs attorney’s fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

**Section 28**  
**Agreement Modifications**

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

**Section 29**  
**WSDOT Advice**

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

**Section 30**  
**Venue and Process**

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

**Section 31**  
**Subrogation**

- A. Prior to Subrogation. WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the CONTRACTOR to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

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

### **Section 32 Counterparts**

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

### **Section 33 Complete Agreement**

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

### **Section 34 Severability**

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

### **Section 35 Order of Precedence**

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

1. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. The Consolidated Operating Guidebook



**Section 36  
Execution**

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

**Section 37  
Binding Agreement**

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

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

WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION

CONTRACTOR

\_\_\_\_\_  
Brian Lagerberg, Director  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT I

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

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

The recipient further agrees to comply with all applicable requirements included in the most current approved Master Agreement. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available at <https://www.transit.dot.gov/funding/grants/grantee-resources/sample-fta-agreements/fta-master-agreement-version-30-november-2>

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

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

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

#### **1. Changes to Federal Requirements**

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

#### **2. Civil Rights**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present

and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **3. Disadvantaged Business Enterprises**

The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote, and report DBE participation. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a condition of Award, and Bids/Proposals may not be rejected or considered non-responsive on that basis.

### **4. ADA Access**

The contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this contract. Equal access and opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

### **5. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to be controlled in the event of a conflict with other provisions in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**RESOLUTION NO. 2023-14**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING OPERATING GRANT AGREEMENT PTD0691 AND  
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.**

**WHEREAS**, the Mason Transit Authority (“MTA”) Board has received notification of the award of Operating Grant Agreement PTD0691 in the amount of \$4,657,763 through the Washington State Department of Transportation (WSDOT”); and

**WHEREAS**, Mason Transit Authority was awarded those funds to provide funding for MTA’s Dial-A-Ride service in Mason County during the 2023-2025 biennium;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that it approves the Operating Grant Agreement PTD0691 between WSDOT and MTA (“Agreement”) in the total amount of \$4,657,763 and no local funds of MTA; and

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

Adopted this 21<sup>st</sup> day of November, 2023.

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

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

\_\_\_\_\_  
Cindy Brehmeyer, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
John Sheridan, Authority Member

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

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

---

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

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

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Discussion Item – Item 8B – Discussion  
**Subject:** 2024 MTA Regular Board Meeting Calendar  
**Prepared by:** Tracy Becht, Clerk of the Board  
**Approved by:** Amy Asher, General Manager  
**Date:** November 21, 2023

**Summary for Discussion Purposes:**

The attached 2024 Mason Transit Authority Regular Board Meeting Calendar is provided for your review.

Holding two meetings at MTA’s Belfair Park & Ride Building on the traditional months of April and October affords the public to attend a North Mason County location and with more predictability for the Board and MTA staff in attending the meetings.

Staff is recommending that we do not schedule an August meeting as the Public Transportation Conference is scheduled for the same day.

**Fiscal Impact:**

None.

**Staff Recommendation:**

None at this time.





# MASON TRANSIT AUTHORITY BOARD 2024 REGULAR MEETING SCHEDULE

(Adopted by Resolution No. 2023-XX on December 19, 2023)

TIME	DATE	MONTH	LOCATION
4:00 P.M.	16	January	MTA Transit-Community Center, 601 West Franklin Street, Shelton, WA 98584
4:00 P.M.	20	February	MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584
4:00 P.M.	19	March	MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584
4:00 P.M.	16	April	MTA Belfair Park & Ride Conference Room, 25250 NE SR 3, Belfair
4:00 P.M.	21	May	MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584
4:00 P.M.	18	June	MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584
4:00 P.M.	16	July	MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584
4:00 P.M.		August	No Meeting [ <b>Public Transportation Conference Scheduled Same Date</b> ]
4:00 P.M.	17	September	MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584
4:00 P.M.	15	October	MTA Belfair Park & Ride Conference Room, 25250 NE SR 3, Belfair
4:00 P.M.	19	November	MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584
4:00 P.M.	17	December	MTA Transit-Community Center 601 West Franklin Street, Shelton, WA 98584

MTA Administrative Office:  
Phone:  
Clerk of the Authority E-mail:

790 East Johns Prairie Road, Shelton, WA 98584  
360-426-9434 or 800-374-3747  
[clerk@masontransit.org](mailto:clerk@masontransit.org)



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

**Agenda Item:** Discussion Item 8C – *Discussion*

**Subject:** Citizen Advisor for 2024

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

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

**Date:** November 21, 2023

### **Background:**

During 2023 John Piety has continued to demonstrate his commitment to Mason Transit Authority and the importance of public transportation. Last year, the Board extended Mr. Piety's term of Citizen Advisor through 2023.

Mr. Piety's commitment to MTA is evidenced by consistently attending its public meetings, hearings and committee meetings. To gain greater understanding of the public transportation industry, he also attended the Public Transportation Conference in August and provided a report to the Board. Staff would like to propose the Board consider extending his term as current Citizen Advisor to continue in 2024.

We are bringing this item to the Board as a discussion item because if the Board wishes to provide other members of the public the opportunity to submit applications, MTA will need to advertise in the Journal and in other locations in early December. Once we know which direction the Board wishes Staff to follow, we will bring this item forward to the Board in December.

**Summary:** Seeking guidance from Board as to the Citizen Advisor of the Board in 2024.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Discussion – Item 8D – *Discussion*  
**Subject:** Election of MTA Officers for 2024  
**Prepared by:** Amy Asher, General Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** November 21, 2023

**Background:**

The MTA Authority Board customarily elects its Board Chair and Vice Chair at its December meeting of the preceding year. In 2024, MTA will have two new Board members.

Staff wanted to bring this reminder forward so that Board members could consider nominations of officers for 2024.

**Summary:** Consideration of nominations to be made at December meeting for MTA Authority Board Officers.

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

**Agenda Item:** Staff Report – Item 9A – *Informational*  
**Subject:** Financial Reports – September 2023  
**Prepared by:** Haddon Wulf, Administrative Assistant  
**Approved by:** Amy Asher, General Manager  
**Date:** November 21, 2023

### **Summary for Informational Purposes:**

Included are the updated October 2023 Financial Reports.

### **Highlights:**

#### *Sales Tax Revenue*

Sales tax revenue for August 2023 (received October 31, 2023) was \$670,272 7% below the 2023 budgeted amount, and 1% less than August 2022.

#### *Year-to-Date Revenue & Expenses*

It is expected that YTD revenue and expenses will be 83% (10/12) of the budget through the end of the year. Total YTD Revenue is slightly over budget at 132.5%. Total YTD Operating Expenses are under budget at 66.2%.

- Passenger fare for (Worker Driver) is currently at 16.7% through the month of September.
- Rental Income is on par with the projections for the month at 85.6%
- Wages and Benefits under budget at 68.2% slightly under budget projections.
- Other Operating Expenses are down slightly at 60.2%. Many of these expenditures are dues & subscriptions that are typically paid for at the beginning of the year, and conference registrations.
- Fuel is slightly under budget at 78.7% for the month of August. This percentage may trend higher as the monthly average increases.
- Utilities is within the current budget at 74.6%

### **Fiscal Impact:**

October fiscal impact reflects total revenues of \$4,839,543 and operating expenses of \$653,634 for a net income of \$4,185,908.

# Mason Transit Authority Statement of Financial Activities

% through the year: 83.3%

November 2023 Board Report

October Statement of Financial Activities	October	2023 YTD Actual	2023 Budget	Notes	Percentage of Budget Used
<b>Revenue</b>					
Passenger Fares- Community Van	\$ -	\$ 334	\$ 2,000		16.7%
PSNS WorkerDriver	4,840	61,889	110,000		56.3%
Total Operating Revenue (Fares)	4,840	62,223	112,000		55.6%
Sales Tax	599,161	6,352,801	7,422,932	(1)	85.6%
Operating Grants	4,140,969	7,271,457	3,210,488	(2)	226.5%
Rental Income	12,839	130,252	152,000		85.7%
Investment Income	78,586	718,823	80,000		898.5%
Other Non-operating Revenue	3,148	36,786	20,070	(3)	183.3%
<b>Total Revenue</b>	<b>4,839,543</b>	<b>14,572,341</b>	<b>10,997,490</b>		<b>132.5%</b>
<b>Expenses</b>					
Wages and Benefits	494,782	5,091,750	7,463,523		68.2%
Contracted Services	20,758	204,687	515,703		39.7%
Fuel	53,811	433,360	550,800	(4)	78.7%
Vehicle/Facility Repair & Maintenance	25,508	232,488	399,450		58.2%
Insurance	20,938	209,379	251,812		83.1%
Intergovernmental - Audit Fees	-	833	38,000		2.2%
Utilities	13,972	140,207	187,900		74.6%
Supplies & Small Equipment	17,389	188,806	363,886	(5)	51.9%
Training & Meetings	113	17,590	61,540		28.6%
Other Operating Expenses	6,363	103,935	172,786	(6)	60.2%
Pooled Reserves	-	-	-		0.0%
<b>Total Operating Expenses</b>	<b>653,634</b>	<b>6,623,034</b>	<b>10,005,400</b>		<b>66.2%</b>
<b>Net Income (Deficit) from Operations</b>	<b>\$ 4,185,908</b>	<b>\$ 7,949,307</b>	<b>\$ 992,090</b>		

## NOTES

(1)	Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the Percentage of Budget used.
(2)	Operating grant revenue equals Q1, Q2, Q3, and October 2023.
(3)	Includes: Sale of Maintenance Services - \$10,100; Gain/Loss on Disp. of Asset - \$0; Sales Tax Interest Income - \$13,490; Insurance Recoveries - \$0; WSTIP Network Safety Grant - \$2,500; WSTIP Risk Management Grant - \$0; Other Non Transportation Revenue - \$3,536; plus other misc. non-operating revenue.
(4)	Average diesel price per gallon year to date is \$3.66. Average gasoline price per gallon year to date is \$3.58.
(5)	Printing- \$3,127; Cleaning/Sanitation/Safety supplies - \$9,615; Office Supplies - \$8,263; Shop Supplies - \$8,119; Small Tools & Equipment - \$2,971; IT Equipment - \$7,912; Communications Equipment - \$64; Operating Supplies - \$2,144; Small Equipment & Furniture - \$259; Software - \$144,693; Postage - \$906; Shelter supplies - \$39; Training supplies-\$694; plus other misc supplies and small equipment.
(6)	Includes budget line items from Unemployment Insurance, Advertising/Promotion, Dues, Memberships and Subscriptions. Expenses through the year include: Advertising - \$44,225; Merchant/Credit Card fees - \$1,841; Dues, Memberships, Subscriptions - \$34,789; Unemployment Insurance - \$1,756; CDL Exams- \$3,962; Rent-CDL Training- \$6,400; Property tax- \$94; Veh. Registration fee- \$459; Office Equip Lease -\$970; Small tools repair- \$237; plus Other misc. operating expenses- \$9,202.

# Mason Transit Authority Cash and Investments

November 2023 Board Report

## Cash Balances

	9/30/2023	10/31/2023	Change
Cash - MC Treasurer	\$ 7,348,549.62	\$ 7,425,344.94	\$ 76,795.32
Investments - MC Treasurer	17,750,000.00	17,750,000.00	-
Payroll - ACH Columbia Bank	\$ 207,170.82	\$ 196,355.09	(10,815.73)
Petty Cash/Cash Drawers	-	-	-
<b>TOTAL</b>	<b>\$ 25,305,720.44</b>	<b>\$ 25,371,700.03</b>	<b>\$ 65,979.59</b>

## Cash Encumbrances

Grant Related:

Purchase 6 cutaways. Fed. 5339 - \$1,039,444, 25% match plus price increase encumbered	474,275.87
<b>Total Grant Match</b>	<b>\$ 474,275.87</b>

Reserves:

Total Grant Match	474,275.87
General Leave Liability (Vacation/Sick)	293,670.00
Emergency Operating Reserves	2,000,000.00
Facility Repair Reserve	150,000.00
Emergency/Insurance Reserves	100,000.00
Future Operating Reserves	4,100,000.00
Capital Project Reserves <sup>1</sup>	10,360,000.00
Fuel Reserves	120,000.00
IT Investments	80,000.00
<b>Total Encumbered</b>	<b>\$ 17,677,945.87</b>

Total of Cash	\$ 25,371,700.03
Less Encumbrances	17,677,945.87
<b>Undesignated Cash Balance Total (Including Reserves)</b>	<b>7,693,754.16</b>

Investments - MC Treasurer (Reserves)	17,750,000.00
Less Encumbrances	17,677,945.87
<b>Undesignated Cash Reserves</b>	<b>\$ 72,054.13</b>

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

## Mason Transit Authority Proposed 2023 Capital Budget

November 2023 Board Report  
As of October 31, 2023

Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Cost to Date	Purpose
Park & Ride Development - 2015-2023 RMG Funds	10,522,500	10,027,698	1,327,133		229,857	1,060,566	Finalize construction on 5 park & rides throughout county. Match satisfied in 2021. Utility Connection in 2023.
TCC customer service office remodel	100,000		100,000		-		Carry forward from 2022. Remove ADA ramp from middle of office and re-design space.
Bus washer	45,000		45,000		42,857		Carry forward from 2022. Additional walk behind bus washer. In 2022 budget. Ordered in 2022 and will be paid for in 2023.
Bus stop improvements	30,000		30,000		-		Bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops. Continuing project.
Security cameras update	6,000		6,000		3,689	3,689	Continuation of TCC security cameras project from 2022. 7 cameras have been on backorder. Carry forward to 2023.
Capital Facilities Improvements	50,000		50,000		-		Improve Capital Facilities
Johns Prairie Parking lot seal & Repair	80,000		80,000		48,110		Reseal and repair of the Johns Prairie Parking lot and road.
Propane Fuel Pad	10,000		10,000		-		Pouring a Fuel Pad to hold the Propane tank and Bollards.
Oil Drum Tank Storage	10,000		10,000		8,922	8,922	Storage for oil (E.P.A Approved) c
Propane Conversion Kits	50,000		50,000		-		Convert six cutaways to propane.
Bus Column Lift Replacements	65,000		65,000		63,415	63,415	Replace one set of vehicle lifts past useful life. c
Bus Lift for Alignments on Buses	110,000		110,000		118,547	118,547	Install of Bus lift in order to do alignments. c
MTA Johns Prairie Base Facility Updates	800,000		800,000		-		Begin design for new MTA admin and training facility. Administrative building has been in TIP since 2020.
<b>Total Misc Capital Projects</b>	<b>11,878,500</b>	<b>10,027,698</b>	<b>2,683,133</b>	<b>-</b>	<b>515,397</b>	<b>1,255,139</b>	
10 - Cutaways	1,723,190	1,248,350	474,840	-			Grant PTD0344 Federal 5339 for 1 coach and 6 cutaways. Four additional cutaways supported by 2023 Paratransit Special Needs Grant.
3 - ADA Mini Vans	256,000	256,000			235,116	235,116	Replace 3 retired vanpool vans with ADA minivans. State Transit Support Grant and Sales Tax Equalization funds to be used by June 2023. Zero match grant. c
5 - 35' Gilligs	2,573,120	2,058,495	514,625				FY 22 FTA 5339 Grant to replace 5 buses. Delivery Est. updated to January 2024.
<b>Total Vehicle Replacements</b>	<b>\$ 4,552,310</b>	<b>\$ 3,562,845</b>	<b>\$ 989,465</b>	<b>\$ -</b>	<b>\$ 235,116</b>	<b>\$ 235,116</b>	
<b>Proposed 2023 Capital Projects</b>	<b>\$ 16,430,810</b>	<b>\$ 13,590,543</b>	<b>\$ 3,672,598</b>	<b>\$ -</b>	<b>\$ 750,513</b>	<b>\$ 1,490,255</b>	

Capital Project Reserves - \$9,500,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

# Mason Transit Authority Sales Tax Receipts

November 2023 Board Report

Sales Tax Collected as of 8/31/2023 for 6/30/2023



	2020	2021	2022	2023 Budget	2023 Actual	2023 Budget Variance	% Change 2022 - 2023 Actual
January	406,391	464,970	492,351	458,661	528,201	15%	7%
February	372,932	456,479	513,550	489,393	539,128	10%	5%
March	408,506	595,307	646,582	611,761	616,540	1%	-5%
April	409,532	585,816	599,278	581,921	599,059	3%	0%
May	531,711	604,875	620,580	652,332	656,593	1%	6%
June	568,045	640,945	677,991	728,689	731,134	0%	8%
July	543,942	606,512	653,259	670,783	679,614	1%	4%
August	525,644	590,886	678,818	724,478	670,272	-7%	-1%
September	574,589	597,424	733,099	733,099			
October	536,963	576,267	652,444	599,161			
November	486,561	546,801	622,319	502,832			
December	586,883	602,943	624,958	669,823			
	5,951,698	6,869,226	7,515,228	7,422,932	5,020,541		

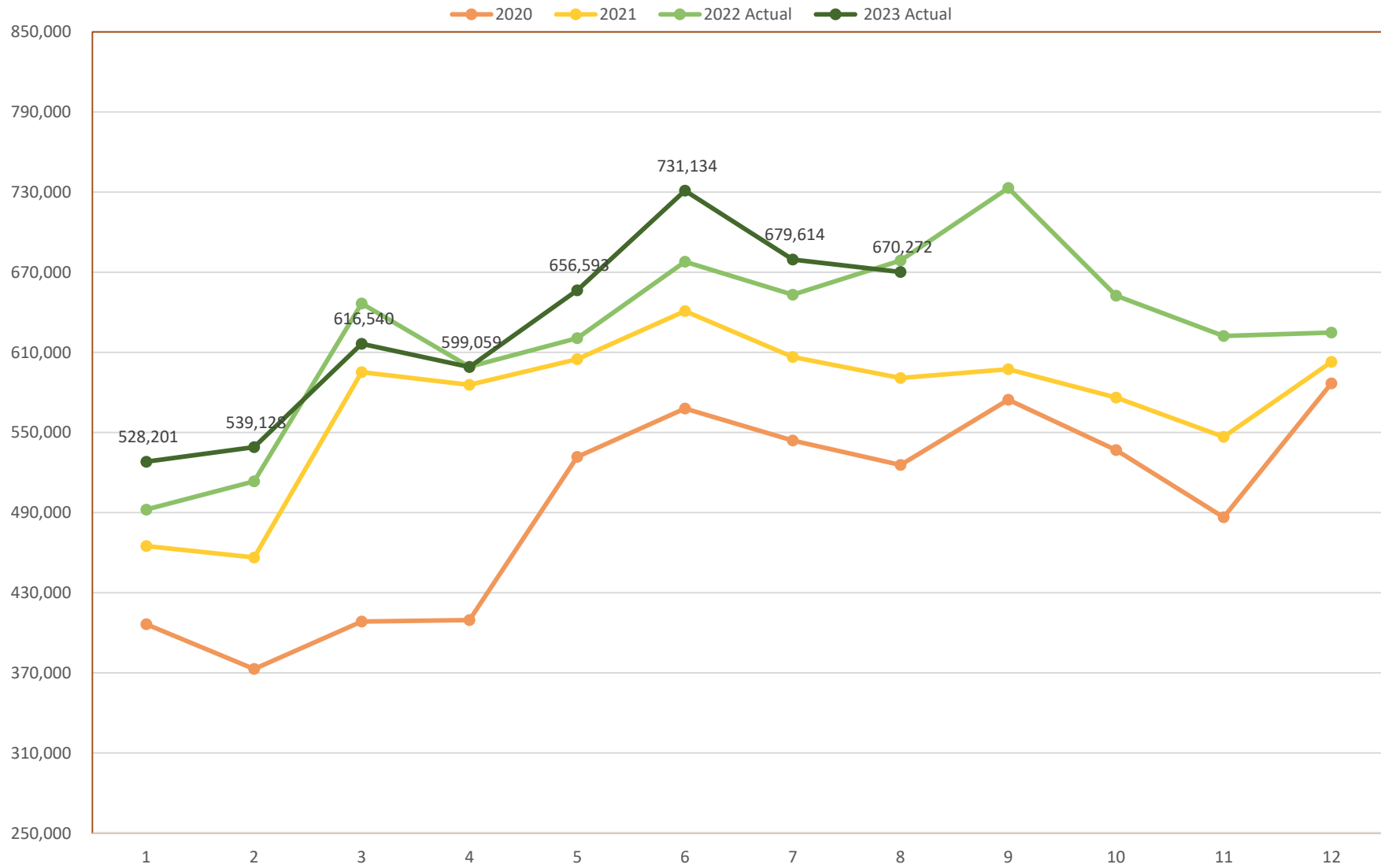
Budget Variance Average - YTD

3%

% Change 2022 vs 2023 Actual Average - YTD

3%

# Monthly Sales Tax Trend





**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Staff Reports Item 9B – *Informational*

**Subject:** Management Reports

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

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

**Date:** November 21, 2023

**Summary for Informational Purposes:**

The November monthly MTA Management Reports are attached for your information.

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board November 21, 2023

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board November 21, 2023

## GENERAL MANAGER'S REPORT

### **External Activities:**

- Attended Small Medium Transit Association. Discussed WSDOT grant match for small and rural projects.
- Attended meeting with Disability Rights Washington to discuss next legislative session priorities.
- Attended 4<sup>th</sup> Quarter Washington State Transit Association Board Meeting. Will serve as Board President in 2024.
- Attended Peninsula Regional Transportation Planning Organization Board Meeting. Reviewed and approved six-year TIP, legislative priorities, next TAP grant call for projects.
- Attended the Washington State Transit Insurance Pool Executive Committee meeting. Facilitated the last Board Development Committee meeting of the year.

### **Internal Activities:**

- Working with staff on 2024 budget preparations.
- Initiated contract with Prothman to begin Finance Manager recruitment.
- Initiated contract with Cabot Dow and Associates for compensation study.
- Met with Gillig for pre-production meeting. The first five Gilligs are now expected to arrive in January 2024. The remaining three are expected in May 2024.
- Submitted 1<sup>st</sup> Quarter grant reimbursement and quarterly reports to WSDOT.
- Filed Excise Taxes with the state.
- Finalized Belfair Parcel language for transfer of Right of Way to Mason County.

## TEAM UPDATES

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

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

- Attended MTA board meeting.
- Had an October shop safety meeting.
- Attended alternative fuel webinar.
- Working on preparation to go to Gillig and Starcraft production facilities for inspections.

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

- Working on winter Facilities projects.
- Working on 2024 budget projects.

#### **T-CC Events/Maintenance**

- **Gym:** Pickleball sessions numbered 304 participants this October. Special Olympics Basketball started the new season and welcomed 21 athletes.
- **Conference Room:** The MTA monthly board meeting was held in Belfair this month. The MTA Uniform Committee had six employees attend. The regular Mason County EDC meeting welcomed 11 members this month. The Bahais Area Teaching Committee hosted 10 instructors.

- **Kitchen:** The kitchen user total in October was 43 people. The Shelton Rotary Club Oysterfest team had 16 volunteers attend. The Sanderson Field R.C. Flyers club welcomed 16 members to help prepare their Oysterfest fare.

**OPERATIONS** – Jason Rowe

- **Special Transportation:** In October we provided transportation to support Oysterfest, as well as The Rotary Club's haunted house in Belfair and participated in Mason General's Trunk or Treat Event.
- **Ridership Impacts:** Ridership continues to track upwards. Students using our services for school transportation and special events have really helped to augment our ridership.
- **New Driver Class:** We started a new driver's class on November 13. We have three great candidates.
- **Transportation Partnerships:** We are working closely with the Veterans Village to help serve its residents and have been asked to do a presentation on MTA services as soon as all the residents have moved in.

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

**Agenda Item:** Staff Reports Item 9C – *Informational*

**Subject:** Operational Statistics

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

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

**Date:** November 21, 2023

### **Background:**

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

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

We had a record setting month! We haven’t seen ridership numbers like this since 2017. We are still seeing a strong correlation between school being back in session and increasing ridership trends from students utilizing our services to get to and from school. We have also supplemented our ridership numbers this month and the year as a whole by participating in several special transportation events.

## Ridership Data

