



# **BEN FRANKLIN TRANSIT**

## **BOARD OF DIRECTORS REGULAR MEETING**

Thursday, November 13, 2025, at 6 p.m.  
Ben Franklin Transit Boardroom  
1000 Columbia Park Trail, Richland, Washington

***Notice: Meeting attendance options include in-person and virtual via Zoom***

**Meeting Link:**

**[Join Meeting](#)**

**Phone: 253-215-8782 / Toll Free: 877-853-5247**

**Meeting ID: 989 6217 8731 / Password: 833979**

---

If you'd like to share your thoughts with the Board in writing or speak during the Public Comments section of a Board meeting, please fill out and submit [this form](#). If you plan to speak at the meeting, you'll have up to **three minutes** to talk about items on the agenda or other topics that fall under the authority of the Ben Franklin Transit Board of Directors. To make sure written comments are received by the Board before the meeting, please send them at least **24 hours in advance**. The Public Comments section is usually limited to **30 minutes in total**, unless the Board decides to allow more time. **Priority will be given to those who sign up in advance.**

---

## **AGENDA**

---

- |   |                  |
|---|------------------|
| <b>1. Convene Board Meeting</b>   | Chair Will McKay |
| <b>2. Roll Call</b>   | Hilary Carlson   |
| <b>3. Pledge of Allegiance</b>  |                  |
| <b>4. Public Comments</b>   |                  |
| <b>5. Approval of the Agenda (page 1)</b>                                     |                  |
| <b>6. Citizens Advisory Network (CAN) Report (page 3)</b>                     | Brandon Harbo    |
| <b>7. Consent Agenda</b>  |                  |
| A. October 9, 2025, Regular Board Meeting Minutes (page 23)                   |                  |
| B. October Voucher Summary (page 26)  |                  |
| C. Resolution 38-2025, GCB 2139 Agreement (314 Agreement) Amendment (page 50) |                  |

- D. Resolution 39-2025, Authorizing Board Approval of Personnel Policy Changes (*page 71*)
- E. Resolution 40-2025 Authorizing the Chief Executive Officer to Approve Policy Changes (*page 85*)
- F. Resolution 41-2025 Authorization to Amend Contract #1507 with CDW-G (*page 88*)

**8. Action Items**

- A. Resolution 42-2025, Recommending RideCo US Inc. for the Award Of the On-Demand Paratransit Route Scheduling & Management Software & Hardware Solution (*page 94*) Michael Brown
- B. Resolution 43-2025, A Resolution Regarding Appointment of Non-Elected Transit Using Members to the Board of Directors of Ben Franklin Transit (*page 97*) Jeremy J. Bishop

**9. Information & Discussion Items**

- A. WSTA Presentation (*page 101*) Justin Leighton
- B. Proposed 2026 Operating and Capital Budgets (*page 110*) Thomas Drozt
- C. 2026 Annual Service Plan Update (*page 119*) Kevin Sliger
- D. Q3 Performance Report 2026 Annual Service Plan Update (*page 122*) Kevin Sliger
- E. Bus Stop Improvement Program Update (*page 132*) Kevin Sliger

**10. Staff Reports & Comments**

- A. Legal Report Jeremy J. Bishop
- B. Chief Executive Officer's Report Thomas Drozt

**11. Board Member Comments**

**12. Executive Session**

**13. Other**

**14. Next Meeting**

Regular Board Meeting – Thursday, December 11, 2025, at 6:00 p.m.

**15. Adjournment**

# Ben Franklin Transit Citizens Advisory Network Regular Meeting Minutes

Monday October 20, 2025 6:00 p.m. – 7:30 p.m.

BFT Administration Building – Room 304 1000 Columbia Park Trail, Richland, WA

## 1. Convene CAN Meeting:

## 2. Attendance: 2 Min

CAN MEETING ATTENDANCE: P=PRESENT, R=REMOTE, A=ABSENT, E=EXCUSED  
2025

MONTH	J	F	M	A	M	J	J	A	S	O	N	D
AMBER WISSENBACH	-	-	-	A	A	A	A	A	A	A		
BERNIE VINTHER	P	P	P	P	P	P	P	P	P	A		
BILL BARLOW	-	-	-	P	P	A	A	R	R	P		
BRANDON HARBO	-	-	-	-	-	P	P	P	P	P		
BROOKLYN HUFSTADER	P	A	R	R	R	A	R	A	P	R		
DENNIS KREUTZ	P	P	P	P	P	R	P	P	P	P		
DORI LUZZO-GILMOUR	R	A	P	P	E	R	R	P	R	R		
ED FROST	P	P	P	P	P	P	P	P	P	P		
ERIK WATKINS	-	-	-	-	-	P	P	P	R	P		
FRANK CUTA	P	P	P	P	P	A	P	E	P	P		
LAURIE PRICE	P	R	R	P	P	A	E	P	P	R		
NAYELI ARANDA	A	A	A	A	A	A	A	A	A	A		
ULISES NAVARRO	A	R	A	A	E	A	R	A	A	A		

Representing Name

Position

BFT STAFF

PAULEEN ESCALARA

CEO REPRESENTATIVE

BFT STAFF

KEVIN SLIGER

CHIEF PLANNING AND DEVELOPMENT

## 3. Comments by Guests: 5 Min.

None

## 4. August 2025 Meeting Minutes Approval: 2 Min.

Discussion: None

Motion to Approve the Minutes by: Frank Cuta

Second to Approve the Minutes by: Brandon Harbo

Minutes Approved Unanimously by a Voice Vote: YES

## September 2025 Meeting Minutes Approval: 2 Min.

Discussion: None

Motion to Approve the Minutes by: Frank Cuta

Second to Approve the Minutes by: Brandon Harbo

Minutes Approved Unanimously by a Voice Vote: YES

## 5. Old Business: 1 Min.

None

## **6. New Business: 50 Min.**

### **A. Report of the October BFT Board Meeting – Dennis Kreutz**

1. Board approved moving \$4M in construction funds from the planned Maintenance Facility Project to the Facilities Maintenance Project.
2. CEO presented a report on Key Performance Indicators.
3. Council presented options to address the newly passed WA Bill allowing two non-elected, voting, members to the BFT Board. The Board voted unanimously to address this in the November BFT Board Meeting.

### **B. BFT has advised that the proper method to provide input regarding vehicle selection is by bringing it up in CAN Meetings.**

1. Kevin Sliger stated that the best method is to present comments to the BFT Vehicle Operations Mgr

### **C. Public Comments generally have to be made at the beginning of the Board Meeting rather than after an Agenda Item has been presented by BFT Staff to the Board.**

Refer to Attachment A:

#### **Subcommittee CAN Recommendation 2025-03 Presentation – Brandon Harbo, Dennis Kreutz**

1. Voted unanimously to present Recommendation to BFT Board in the November Board Meeting, with one modification: change Item e. to \$1,000,000.

### **D. Modifications to the existing CAN Standing Rules:**

Refer to Attachment B:

#### **Subcommittee CAN Recommendation 2025-04 Presentation– Frank Cuta, Dennis Kreutz**

1. Voted unanimously to present Recommendation to BFT Board in the November Board Meeting, with these modifications:
  - 1.3 c) change “nor” to “and”.
  - 1.3 d) Do not delete this section

### **E. CAN Recommendation to be presented to BFT Board regarding adding two non-elected Board Members:**

Refer to Attachment C:

#### **Subcommittee CAN Recommendation 2025-05 Presentation – Dori Luzzo-Gilmour, Frank Cuta, Erik Watkins**

1. Voted unanimously to present Recommendation to BFT Board in the November Board Meeting, with these modifications:  
Modify wording to indicate that this issue will be on the November Board Meeting Agenda.

### **F. Election of CAN Officers to start January 1, 2026**

Per Standing Rules Section 4.1.a the CAN Chair “Shall oversee a nomination in October for the CAN to select a slate of proposed officers for the following year”.

#### **a. Nominees for Chair: Tabled until November CAN Meeting**

Motion:

Approval by vote: YES / NO

#### **b. Nominees for Vice Chair: Brandon Harbo**

Motion: Bill Barlow

Approval by vote: YES



- c. Nominees for Recoding Secretary: Frank Cuta  
Motion: Brandon Harbo  
Approval by vote: YES

- d. Past Chair:

G. CAN Members status:

Dennis Kreutz	Expires Dec. 2025
Ed Frost	Expires Dec. 2025
Dori Luzzo-Gilmour	Expires Dec. 2025
Amber Wissenbach	Expires Dec. 2027
Bernie Vinther	Expires Dec. 2025
Bill Barlow	Expires Dec. 2027
Brandon Harbo	Expires Dec. 2027
Brooklyn Hufstader	Expires Dec. 2026
Erik Watkins	Expires Dec. 2027
Frank Cuta	Expires Dec. 2025
Laurie Price	Expires Dec. 2025
Nayeli Aranda	Expires Dec. 2026
Ulises Navarro	Expires Dec. 2026

**SECTION 1.4 - APPOINTMENTS TO THE CAN**

b) A CAN member shall be appointed for a two-year term and may reapply for additional two-year terms.

c) Upon completion of a two-year term, CAN Members shall relinquish their membership unless the BFT CEO, or their representative for such a purpose, has confirmed reappointment for another two-year term.

1. Chair Dennis Kreutz will send correspondence to CEO Representative Hilary Carlson with requests for reapplication for Dennis Kreutz, Frank Cuta, Laurie Price, ???

H. Next CAN Meeting Proposed Agenda Items:

- a. Nominees for CAN Chair
- b. Presentation of BFT Annual Service Plan by Kevin Sliger
- c.

**7. BFT Board / BFT Staff Comments: 5 Min.**

A. Distribution of new BFT Boarding Passes to CAN Members

B. Display BFT Swag handed out at the Ben Franklin County Fair

**8. CAN Member Comments: 5 Min.**

- 1. Dennis Kreutz asked would that implementation of No Fares would affect State funding of Kids Ride Free Program. Kevin Sliger responded that it would not.
- 2. Erik Watkins asked if there were plans to better prepare for closure of the Dayton Transfer Center during the KHS Prom night. Kevin Sliger stated that he would pass that along.
- 3. Bill Barlow asked if BFT was involved with the environmental planning being done by local governments. Kevin Sliger stated that BFT was being very proactive in the planning process.
- 4. Ed Frost discussed need to be careful about Budget.

5. Dennis Kreutz asked if the Key Performance Indicator presentation show quantity as well as percentages, ie. Total number of late DAR rides as well as percentage. Keving Sliger said that request will be passed along.

**9. Assign CAN Member to Attend next Board Meeting: 1 Min.**

Board Meeting November 13, 2025

6:00 PM

BFT Board Room

CAN Member Assigned: Brando Harbo

**10. Next CAN Meeting: 1 Min.**

Monday November 17, 2025

6:00 p.m.

BFT Board Room

**11. ADJOURN:**

A. Meeting adjourned at: 7:29

## **Attachment A: CAN Recommendation 2025-03 – Public Comment in BFT Board Meeting**

The BFT Citizen Advisory Network (CAN) is tasked in CAN Standing Rules – Section 1.1.a to assist BFT by serving as an advisory body to BFT Management and to the BFT Board of Directors. In that capacity the following recommendation is offered.

### **CAN Recommendation 2025-03                      October 15, 2025 Public Comment in Board Meetings after BFT Presentation**

#### **Issue:**

Public Comments during BFT Board Meetings generally have been required to be made at the beginning of the Board Meeting rather than after an Agenda Item has been presented by BFT Staff to the Board.

The Board has in the past has generously opened up Agenda Items for Public Comments after some Items are presented to the Board, but it is normally not the practice to do so unless those items are associated with an ongoing Public Comment outreach period.

#### **Recommendation:**

The Citizen Advisory Network recommends that Public Comment be allowed subsequent to BFT's Staff Presentation to the Board, but prior to Board voting on an issue, for the following:

- a. Schedule changes
- b. Fare or rate changes
- c. Fare collection methods
- d. Route modifications
- e. Capital expense approval or modifications that are in excess of +-\$100K
- f. Operational changes modifications that are in excess of +-\$100K

The Citizen Advisory Network recommends that for those issues listed above BFT Staff provide more detailed information in the Board Package that is posted to the BFT website prior to the Board Meeting.

Doing so would allow for review and comment by the public prior to a Board Meeting.

## **Attachment B: CAN Recommendation 2025-04 – Update CAN Standing Rules**

(Revised DRAFT 06 Oct 15, 2025)

[Edited as follows:

[Original Text:

### **BEN FRANKLIN TRANSIT**

#### **Citizens Advisory Network Standing Rules**

[Revised Text:

### **Ben Franklin Transit Citizens Advisory Network Bylaws**

[End of Edit

### **PURPOSE**

[Edited as follows:

[Original Text:

The purpose of this document is to define the duties of the Citizens Advisory Network (CAN) and adopts rules for the transaction of business of the CAN.

[Revised Text:

This document defines the responsibilities of Citizens Advisory Network (CAN) and adopts rules for the transaction of business of the CAN.

[End of Edit

### **MISSION STATEMENT**

It is the mission of the Ben Franklin Transit (BFT) Citizens Advisory Network to advocate for public transit and to serve as a resource to BFT management and Board of Directors in accomplishing the BFT mission and goals.

## **SECTION 1 – CAN SCOPE AND MEMBERSHIP**

### **SECTION 1.1 - SCOPE**

The Citizens Advisory Network shall assist BFT in the following capacities:

[Edited as follows:

[Original Text:

a) Serve as an advisory body to BFT management and Board of Directors, all actions or recommendations of the CAN are strictly advisory.

[Revised Text:

a) Serve as an advisory body to BFT management and Board of Directors.

[End of Edit

b) Promote and communicate the transit's goals and objectives to the public.

c) Represent interests of the community and assist BFT staff and Board in meeting transit's goals.

d) Expand awareness of the public's perception of BFT activities.

e) Speak on behalf of constituents when commenting on transit's plans, policies, and services.

f) The CAN is not intended to be a complaint resolution or appeals board.

[Edited as follows:

[Insert New Text:

g) All actions or recommendations of the CAN are strictly advisory.  
[End of Edit]

## **SECTION 1.2 - COMPOSITION**

- a) The CAN shall be composed of no less than nine (9) and no more than fifteen (15) members.
- b) CAN Members shall serve without compensation except reimbursement for expenses as may be approved by the BFT Board.

## **SECTION 1.3 - MEMBERSHIP SELECTION PROCESS**

- a) CAN membership shall reflect the demographics of BFT's Public Transportation Benefit Area (PTBA); reside within that area; and strive for broad, inclusive, and diverse representation.

[Edited as follows:

[Original Text:

- b) Applicants being considered for membership are to be reviewed by BFT management prior to being interviewed by the CAN Recruitment Committee.

[Revised Text:

- b) Applicants being considered for membership are to be reviewed and approved by BFT management prior to being interviewed by the CAN Recruitment Committee

[End of Edit]

[Edited as follows:

[Original Text:

- c) BFT staff cannot serve as members of the CAN.

[Revised Text:

- c) BFT Board Members nor BFT staff cannot serve as members of the CAN.
- d) CAN Members cannot serve as BFT Board Members.

[End of Edit]

[Edited as follows:

[Original Text:

[Revised Text: Delete Section d) in its entirety:

- ~~d) CAN membership may include, but shall not be limited to, representatives of the following interests, groups, or areas:~~

~~Areas of Representative Interest:~~

~~Fixed Route Rider Individuals with no car, rides to work~~

~~Dial-A-Ride Rider Unconditional rider, conditional rider~~

~~Vanpool/Contracted Services Vanpool rider/driver, CONNECT user~~

~~Business/Chambers of Commerce Tri-Cities Regional Chamber or other Chambers~~

~~Human Service Organizations:~~

~~• Medical Community Representative • Tri-City Community Health, dialysis centers~~

~~• Mental Health Community Provider • Lourdes Counseling Center, other mental health agencies~~

~~• Senior/Disabled Provider • Adult day care, home health care agencies~~

~~• Other • WorkFirst, DCYF, DSHS, children's centers~~

~~Major Employer Representative PNNL, other top 10 employers~~

~~Student Riders/High School & College Ethnic Community Organizations~~

~~Transit Supporters Retired BFT employees, former BFT Board~~

members

~~Law Enforcement Community Liaison Officer~~

~~Educational Agency Representative ESD staff, school district staff, college staff~~

~~Economic Development/Tourism TRIDEC, Tri-Cities Visitor & Convention Bureau~~

~~Recreational/Bicycling/Pedestrian Advocate Bicycle clubs, 3 Rivers Bicycle Coalition~~

~~Clean Air/Good Roads/Energy Advocate Benton Clean Air Agency~~

[End of Edit]

#### **SECTION 1.4 - APPOINTMENTS TO THE CAN**

a) The BFT Board of Directors shall have the power to appoint or remove any CAN member at any time it is deemed essential to maintain the integrity of the overall CAN function and to maintain balanced community representation.

b) A CAN member shall be appointed for a two-year term and may reapply for additional two-year terms.

[Edited as follows:

[Original Text:

c) Upon completion of a two-year term, CAN members shall relinquish their position unless the General Manager has confirmed reappointment for another two-year term.

[Revised Text:

c) Upon completion of a two-year term, CAN Members shall relinquish their membership unless

the BFT CEO, or their representative for such a purpose, has confirmed reappointment for another two-year term.

[End of Edit]

d) BFT management may develop, subject to Board review, further rules related to seating of members and terms of service as necessary and appropriate to facilitate BFT's needs.

e) The first two-year term for CAN members during a calendar year will commence the following January 1. The CAN member will be a voting member of the Network following the date their application is approved by the CAN membership.

f) CAN members representing any of the Chambers of Commerce, TRIDEC, and the Tri-Cities Visitor & Convention Bureau shall serve at the discretion of the appointing organization except as provided in item a) above.

g) CAN members who are unable to complete their term may submit their resignation to the Secretary/Recorder.

[Edited as follows:

[Add new section h):

h) A CAN Member who fails to attend in person or virtually, without an excused absence by the CAN Chair, for three consecutive monthly CAN Meetings shall automatically forfeit their CAN membership.

[End of Edit]

[Edited as follows:

[Original Text:

i) The General Manager, or a representative appointed by the General Manager for such a purpose, shall serve as a nonvoting member of the CAN and act as the primary liaison between the CAN Chair and BFT.

[Revised Text:

i) The BFT CEO, or their representative for such a purpose, shall serve ....

[End of Edit]

j) At no time while serving on the CAN shall CAN members represent themselves as employees or consultants of BFT.

### **SECTION 1.5 - CONFLICTS OF INTEREST**

Any CAN member having an interest in a matter being considered by the CAN which would tend to prejudice his or her actions in opposition to BFT's mission and goals shall so indicate and refrain from deliberations or voting upon such matter. In addition, should circumstances arise, each CAN member shall ensure that his or her actions do not violate the Appearance of Fairness

Doctrine: i.e., that all parties to an argument are to receive equal treatment.

### **SECTION 1.6 - TRANSPORTATION PASSES**

As noted in Section 1.2.b, CAN members shall serve without compensation; however, each CAN member shall always be entitled to a free fare transportation pass for use on all BFT services for their individual use during their term of appointment as a member of the Network.

a) Said pass privilege shall serve as a principal means whereby a CAN member can observe and be informed in connection with their duties and responsibilities to BFT. While using BFT services and participating in the community, CAN members accept an inherent responsibility to present a positive reflection of BFT.

b) CAN members are not allowed to share their CAN member BFT pass.

c) Misuse of transportation privileges will result in termination of the free pass privilege for the current year. Misuse or unauthorized use of transportation privileges exceeding a single incident may result in permanent termination of this privilege and/or the person's removal from the CAN.

d) Any transit pass provided for CAN members shall be returned at the expiration of the CAN member's final term of office.

e) One replacement pass will be issued per calendar year.

f) For an additional lost or destroyed free transportation pass, a charge of \$10.00 will be assessed.

## **SECTION 2 - MEETINGS**

### **SECTION 2.1 - CAN REGULAR MEETINGS**

a) Unless cancelled in advance by the CAN Executive Committee, the CAN members shall meet at least once per month. The date and time of the CAN Regular Meeting shall be agreed on by members at the previous CAN meeting.

b) In-person attendance by all CAN members is highly encouraged; however, BFT shall provide accommodation for both in-person and virtual attendance at all CAN meetings.

[Edited as follows:

[Original Text:

c) BFT's General Manager or his/her representative must receive an agenda one week in advance of all meetings.

[Revised Text:

c) BFT's CEO, or their representative for such a purpose, ...

[End of Edit

d) Voting by CAN members participating remotely shall be allowed.

e) A Quorum shall consist of a majority of the currently appointed CAN members.

[Edited as follows:

[Original Text:

f) The rules contained in Robert's Rules of Order shall govern the CAN meetings in all cases to which they are applicable and in which they are not inconsistent with these Standing Rules.

[Revised Text:

... not inconsistent with these Bylaws.

[End of Edit

## **SECTION 2.2 - SPECIAL MEETINGS**

a) Special meetings may be held if requested by the CAN Chair.

[Edited as follows:

[Original Text:

## **SECTION 3 - POWERS AND DUTIES**

[Revised Text:

## **SECTION 3 - POWERS AND RESPONSIBILITIES**

[End of Edit

The CAN, at the direction of BFT management, may be authorized and empowered to act in an information-gathering and fact-finding role for BFT and shall maintain appropriate confidentiality regarding issues shared by staff or the Board. Any action or recommendation of this committee is strictly advisory. In addition, the CAN is further empowered and authorized to assist BFT management as follows:

- a) To review significant policy decisions under consideration by BFT management including major service changes, fare policy, budget adoption or changes, the development of public and customer facilities, and such other issues or concerns that may impact on the public and customer relations of Ben Franklin Transit and to make recommendations regarding these issues and concerns.
- b) To support efforts to improve public understanding and confidence in the benefits of using public transportation.
- c) To increase recognition of the role public transportation plays in economic vitality and traffic congestion relief in the BFT service area.
- d) To support and help facilitate the efforts to improve communication with community and local business leaders concerning the impact of BFT programs.
- e) To review ridership and customer service programs to identify and recommend practices and technologies that increase ridership and improve customer services.
- f) To identify and recommend programs, practices, and technologies that assist riders in the use of Fixed Route, Dial-A-Ride (DAR), CONNECT, General Demand, and Vanpool services.
- g) To provide a forum for discussion of local public transportation issues and to foster a better understanding of the issues between users and non-users of the system.
- h) The CAN is an advisory group and, therefore, it is strictly understood that all actions and recommendations made by the CAN are advisory only and do not constitute an action or obligation of the BFT Board of Directors or of any BFT employees. In this capacity, the CAN is not authorized to act as an agent of BFT or to contract or incur any obligations on behalf of BFT.

## **SECTION 4 – ELECTIONS AND TERMS OF OFFICE FOR OFFICERS**

The CAN shall elect its own officers from among its members and create and fill such other offices as it may determine that its needs require. The CAN shall adopt rules for the transaction of CAN business and shall keep written records of its meetings, transactions, findings, and determinations, which shall become public records.

### **SECTION 4.1 – OFFICERS**



Officers of the CAN shall consist of a Chair, Vice Chair, Secretary/Recorder, and Past Chair, and such other officers as may be needed, to be elected by the CAN at the last meeting of each calendar year, or as needed, to serve a one-year term commencing January 1 of each year.

The duties of officers shall be as follows:

**a) Chair**

- Determine meeting dates

[Edited as follows:

[Original Text:

- Determine meeting topics in coordination with BFT General Manager or his/her representative

[Revised Text:

- Determine meeting topics in coordination with BFT CEO or their representative

[End of Edit

- Preside over all meetings
- Develop meeting agenda in coordination with the Secretary/Recorder
- Act as spokesperson for the CAN, interacting with BFT management as requested
- Preserve order and decorum and decide all questions of order
- Attend or appoint the Vice Chair or other CAN member to represent the CAN at monthly BFT Board meetings
- Provide leadership and direction for the CAN
- Perform other duties as may be requested from time to time by the CAN or BFT management
- Shall oversee a nomination in October for the CAN to select a slate of proposed officers for the following year
- Be removed as Chair by vote of a majority of the CAN and/or a BFT Board directive

**b) Vice Chair**

- Have the powers and perform the duties of the Chair in the absence or inability of the Chair to serve
- Perform other such duties from time to time as may be requested by the Chair

**c) Recording Secretary**

- Keep a record of proceedings, have charge of all records, and perform other administrative support as needed. The record of the CAN meetings shall be provided to the BFT Board of Directors.

**d) Past Chair**

- Serve as a nonvoting officer, acting in an advisory role to the other officers

**SECTION 5 – COMMITTEES**

**SECTION 5.1 - RECRUITMENT COMMITTEE**

A three-person Recruitment Committee, one of which shall be the Vice Chair, shall be appointed by the Chair by the second regularly scheduled meeting of the calendar year and shall serve for one year. Their duties shall be to assist in the recruitment and recommendation of CAN members and officers.

**SECTION 5.2 - EXECUTIVE COMMITTEE**

The Executive Committee shall consist of the Chair, Vice Chair, Secretary/Recorder, and Past Chair, with BFT General Manager, or appropriate representative, as a nonvoting member. The

Executive Committee shall meet at the discretion of the CAN Chair to develop and recommend ways to meet the CAN's goals for accomplishing identified projects.

### **SECTION 5.3 - OTHER COMMITTEES**

The CAN shall have the ability to form such other committees as needed and appropriate. Subcommittees shall report their activities to the CAN and to the BFT Board on a regular basis.

### **SECTION 6 - AMENDMENTS**

[Edited as follows:

[Original Text:

Recommendations of amendments to these Standing Rules can be approved at any regular meeting of the CAN by a two-thirds vote of the total current CAN membership, provided the proposed amendment was submitted in writing at the previous regular meeting. All amendments to the Standing Rules of the BFT CAN must be approved by the BFT Board of Directors.

[Revised Text:

Recommendations of amendments to these Bylaws...

All amendments to the Bylaws ...

[End of Edit

## **Attachment C: CAN Recommendation 2025-05 – Non-elected BFT Board Members**

Pursuant to recent provisions allowed for by HB 1418 it is the advice and recommendation of the Citizens Advisory Network that our Ben Franklin Transit board pursue option 1 by discussing the process to appoint the two members during the October, November, and December Board Meeting.

And take whatever steps are necessary to amend its bylaws to allow them to welcome 2 additional voting members from the public onto the Board.

1 member to be selected that is transit-reliant, and 1 member from an organization that serves transit-reliant communities.

If 1 cannot be selected from an organization that serves transit-reliant communities, the 2nd member is to be transit-reliant.

This resolution was passed unanimously by the members of the CAN on this 20 day of October 2025.

The BFT Citizen Advisory Network (CAN) is tasked in CAN Standing Rules – Section 1.1.a to assist BFT by serving as an advisory body to BFT Management and to the BFT Board of Directors. In that capacity the following recommendation is offered.

**CAN Recommendation 2025-03                      October 20, 2025**  
**Public Comment in Board Meetings after BFT Presentation**

**Issue:**

Public Comments during BFT Board Meetings generally have been required to be made at the beginning of the Board Meeting rather than after an Agenda Item has been presented by BFT Staff to the Board.

The Board has in the past has generously opened up Agenda Items for Public Comments after some Items are presented to the Board, but it is normally not the practice to do so unless those items are associated with an ongoing Public Comment outreach period.

**Recommendation:**

The Citizen Advisory Network recommends that Public Comment be allowed subsequent to BFT's Staff Presentation to the Board, but prior to Board voting on an issue, for the following:

- a. Schedule changes
- b. Fare or rate changes
- c. Fare collection methods
- d. Route modifications
- e. Capital expense approval or modifications that are in excess of + or - \$1,000,000
- f. Operational changes modifications that are in excess of + or - \$100,000

The Citizen Advisory Network recommends that for those issues listed above BFT Staff provide more detailed information in the Board Package that is posted to the BFT website prior to the Board Meeting so that Public can be prepared to comment.

The BFT Citizen Advisory Network (CAN) is tasked in CAN Standing Rules – Section 1.1.a to assist BFT by serving as an advisory body to BFT Management and to the BFT Board of Directors. In that capacity the following recommendation is offered.

**CAN Recommendation 2025-05                      October 20, 2025**  
**Non-elected, Voting, BFT Board Members**

**Issue:**

Pursuant to recent provisions allowed by HB 1418 two Non-Elected, voting, BFT Board Members can be added to the BFT Board of Directors.

The Board in the October Board Meeting voted to put this item on the Agenda for the November Board Meeting.

One new Board member may be selected that is transit-reliant, and one new Board member from an organization that serves transit-reliant communities.

If a new Board member cannot be selected from an organization that serves the transit-reliant community then a second Board member can be selected, that is transit-reliant.

The Citizens Advisory Network Recommends that the Board take the necessary actions to expeditiously place these two additional voting members from the public onto the Board.

**BEN FRANKLIN TRANSIT**  
**Citizens Advisory Network ~~Standing Rules~~ Bylaws**

**PURPOSE**

The purpose of this document is to define the ~~duties~~ responsibilities of the Citizens Advisory Network (CAN) and adopts rules for the transaction of business of the CAN.

**MISSION STATEMENT**

It is the mission of the Ben Franklin Transit (BFT) Citizens Advisory Network to advocate for public transit and to serve as a resource to BFT management and Board of Directors in accomplishing the BFT mission and goals.

**SECTION 1 – CAN SCOPE AND MEMBERSHIP**

**SECTION 1.1 - SCOPE**

The Citizens Advisory Network shall assist BFT in the following capacities:

- a) Serve as an advisory body to BFT management and Board of Directors, ~~all actions or recommendations of the CAN are strictly advisory.~~
- b) Promote and communicate the transit's goals and objectives to the public.
- c) Represent interests of the community and assist BFT staff and Board in meeting transit's goals.
- d) Expand awareness of the public's perception of BFT activities.
- e) Speak on behalf of constituents when commenting on transit's plans, policies, and services.
- f) The CAN is not intended to be a complaint resolution or appeals board.
- g) All actions or recommendations of the CAN are strictly advisory.

**SECTION 1.2 - COMPOSITION**

- a) The CAN shall be composed of no less than nine (9) and no more than fifteen (15) members.
- b) CAN Members shall serve without compensation except reimbursement for expenses as may be approved by the BFT Board.

**SECTION 1.3 - MEMBERSHIP SELECTION PROCESS**

- a) CAN membership shall reflect the demographics of BFT's Public Transportation Benefit Area (PTBA); reside within that area; and strive for broad, inclusive, and diverse representation.
- b) Applicants being considered for membership are to be reviewed ~~and approved~~ by BFT management prior to being interviewed by the CAN Recruitment Committee.
- c) ~~BFT Board Members~~ and BFT staff cannot serve as members of the CAN.
- d) ~~CAN Members cannot serve as BFT Board Members.~~
- e) CAN membership may include, but shall not be limited to, representatives of the following interests, groups, or areas:  
Areas of Representative Interest:  
Fixed-Route Rider Individuals with no car, rides to work.  
Dial-A-Ride Rider Unconditional rider, conditional rider.  
Vanpool/Contracted Services Vanpool rider/driver, CONNECT user.

Business/Chambers of Commerce Tri-Cities Regional Chamber or other Chambers.

Human Service Organizations:

- Medical Community Representative • Tri-City Community Health, dialysis centers
- Mental Health Community Provider • Lourdes Counseling Center, other mental health

Agencies • Senior/Disabled Provider • Adult day care, home health care agencies

- Other - WorkFirst, DCYF, DSHS, children's centers

Major Employer Representative PNNL, other top 10 employers.

Student Riders/High School & College Ethnic Community Organizations.

Transit Supporters Retired BFT employees, former BFT Board members.

Law Enforcement Community Liaison Officer.

Educational Agency Representative ESD staff, school district staff, college staff.

Economic Development/Tourism TRIDEC, Tri-Cities Visitor & Convention Bureau.

Recreational/Bicycling/Pedestrian Advocate Bicycle clubs, 3 Rivers Bicycle Coalition.

Clean Air/Good Roads/Energy Advocate Benton Clean Air Agency.

#### **SECTION 1.4 - APPOINTMENTS TO THE CAN**

a) The BFT Board of Directors shall have the power to appoint or remove any CAN member at any time it is deemed essential to maintain the integrity of the overall CAN function and to maintain balanced community representation.

b) A CAN member shall be appointed for a two-year term and may reapply for additional two-year terms.

c) Upon completion of a two-year term, CAN members shall relinquish their position

unless

the ~~General Manager~~ BFT CEO, or their representative for such a purpose, has confirmed reappointment for another two-year term.

d) BFT management may develop, subject to Board review, further rules related to seating of members and terms of service as necessary and appropriate to facilitate BFT's needs.

e) The first two-year term for CAN members during a calendar year will commence the following January 1. The CAN member will be a voting member of the Network following the date their application is approved by the CAN membership.

f) CAN members representing any of the Chambers of Commerce, TRIDEC, and the Tri-Cities Visitor & Convention Bureau shall serve at the discretion of the appointing organization except as provided in item a) above.

g) CAN members who are unable to complete their term may submit their resignation to the Secretary/Recorder.

h) A CAN Member who fails to attend in person or virtually, without an excused absence by the CAN Chair, for three consecutive monthly CAN Meetings shall automatically forfeit their CAN membership.

i) The ~~General Manager~~, BFT CEO, or their representative for such a purpose, ~~or a representative appointed by the General Manager for such a purpose~~, shall serve as a nonvoting member of the CAN and act as the primary liaison between the CAN Chair and BFT.

j) At no time while serving on the CAN shall CAN members represent themselves as employees or consultants of BFT.

#### **SECTION 1.5 - CONFLICTS OF INTEREST**

Any CAN member having an interest in a matter being considered by the CAN which would tend to prejudice his or her actions in opposition to BFT's mission and goals shall so indicate and refrain from deliberations or voting upon such matter. In addition, should circumstances arise, each CAN member shall ensure that his or her

actions do not violate the Appearance of Fairness Doctrine: i.e., that all parties to an argument are to receive equal treatment.

## **SECTION 1.6 - TRANSPORTATION PASSES**

As noted in Section 1.2.b, CAN members shall serve without compensation; however, each CAN member shall always be entitled to a free fare transportation pass for use on all BFT services for their individual use during their term of appointment as a member of the Network.

- a) Said pass privilege shall serve as a principal means whereby a CAN member can observe and be informed in connection with their duties and responsibilities to BFT. While using BFT services and participating in the community, CAN members accept an inherent responsibility to present a positive reflection of BFT.
- b) CAN members are not allowed to share their CAN member BFT pass.
- c) Misuse of transportation privileges will result in termination of the free pass privilege for the current year. Misuse or unauthorized use of transportation privileges exceeding a single incident may result in permanent termination of this privilege and/or the person's removal from the CAN.
- d) Any transit pass provided for CAN members shall be returned at the expiration of the CAN member's final term of office.
- e) One replacement pass will be issued per calendar year.
- f) For an additional lost or destroyed free transportation pass, a charge of \$10.00 will be assessed.

## **SECTION 2 - MEETINGS**

### **SECTION 2.1 - CAN REGULAR MEETINGS**

- a) Unless cancelled in advance by the CAN Executive Committee, the CAN members shall meet at least once per month. The date and time of the CAN Regular Meeting shall be agreed on by members at the previous CAN meeting.
- b) In-person attendance by all CAN members is highly encouraged; however, BFT shall provide accommodation for both in-person and virtual attendance at all CAN meetings.
- c) BFT's ~~CEO, or their representative for such a purpose, General Manager or his/her representative~~ must receive an agenda one week in advance of all meetings.
- d) Voting by CAN members participating remotely shall be allowed.
- e) A Quorum shall consist of a majority of the currently appointed CAN members.
- f) The rules contained in Robert's Rules of Order shall govern the CAN meetings in all cases to which they are applicable and in which they are not inconsistent with these ~~Standing Rules~~ Bylaws.

### **SECTION 2.2 - SPECIAL MEETINGS**

- a) Special meetings may be held if requested by the CAN Chair.

## **SECTION 3 - POWERS AND ~~DUTIES~~ RESPONSIBILITIES**

The CAN, at the direction of BFT management, may be authorized and empowered to act in an information-gathering and fact-finding role for BFT and shall maintain appropriate confidentiality regarding issues shared by staff or the Board. Any action or recommendation of this committee is strictly advisory. In addition, the CAN is further empowered and authorized to assist BFT management as follows:

- a) To review significant policy decisions under consideration by BFT management including



major service changes, fare policy, budget adoption or changes, the development of public and customer facilities, and such other issues or concerns that may impact on the public and customer relations of Ben Franklin Transit and to make recommendations regarding these issues and concerns.

b) To support efforts to improve public understanding and confidence in the benefits of using public transportation.

c) To increase recognition of the role public transportation plays in economic vitality and traffic congestion relief in the BFT service area.

d) To support and help facilitate the efforts to improve communication with community and local business leaders concerning the impact of BFT programs.

e) To review ridership and customer service programs to identify and recommend practices and technologies that increase ridership and improve customer services.

f) To identify and recommend programs, practices, and technologies that assist riders in the use of Fixed Route, Dial-A-Ride (DAR), CONNECT, General Demand, and Vanpool services.

g) To provide a forum for discussion of local public transportation issues and to foster a better understanding of the issues between users and non-users of the system.

h) The CAN is an advisory group and, therefore, it is strictly understood that all actions and recommendations made by the CAN are advisory only and do not constitute an action or obligation of the BFT Board of Directors or of any BFT employees. In this capacity, the CAN is not authorized to act as an agent of BFT or to contract or incur any obligations on behalf of BFT.

## **SECTION 4 – ELECTIONS AND TERMS OF OFFICE FOR OFFICERS**

The CAN shall elect its own officers from among its members and create and fill such other offices as it may determine that its needs require. The CAN shall adopt rules for the transaction of CAN business and shall keep written records of its meetings, transactions, findings, and determinations, which shall become public records.

### **SECTION 4.1 – OFFICERS**

Officers of the CAN shall consist of a Chair, Vice Chair, Secretary/Recorder, and Past Chair, and such other officers as may be needed, to be elected by the CAN at the last meeting of each calendar year, or as needed, to serve a one-year term commencing January 1 of each year.

The duties of officers shall be as follows:

#### **a) Chair**

- Determine meeting dates
- Determine meeting topics in coordination with BFT ~~General Manager~~ CEO or ~~his/her~~ their Representative for such a purpose.
- Preside over all meetings
- Develop meeting agenda in coordination with the Secretary/Recorder
- Act as spokesperson for the CAN, interacting with BFT management as requested
- Preserve order and decorum and decide all questions of order
- Attend or appoint the Vice Chair or other CAN member to represent the CAN at monthly BFT Board meetings
- Provide leadership and direction for the CAN
- Perform other duties as may be requested from time to time by the CAN or BFT management
- Shall oversee a nomination in ~~October~~ December for the CAN to select a slate of proposed officers for the following year
- Be removed as Chair by vote of a majority of the CAN and/or a BFT Board directive

**b) Vice Chair**

- Have the powers and perform the duties of the Chair in the absence or inability of the Chair to serve
- Perform other such duties from time to time as may be requested by the Chair

**c) Recording Secretary**

- Keep a record of proceedings, have charge of all records, and perform other administrative support as needed. The record of the CAN meetings shall be provided to the BFT Board of Directors.

**d) Past Chair**

- Serve as a nonvoting officer, acting in an advisory role to the other officers

**SECTION 5 – COMMITTEES****SECTION 5.1 - RECRUITMENT COMMITTEE**

A three-person Recruitment Committee, one of which shall be the Vice Chair, shall be appointed by the Chair by the second regularly scheduled meeting of the calendar year and shall serve for one year. Their duties shall be to assist in the recruitment and recommendation of CAN members and officers.

**SECTION 5.2 - EXECUTIVE COMMITTEE**

The Executive Committee shall consist of the Chair, Vice Chair, Secretary/Recorder, and Past Chair, with BFT General Manager, or appropriate representative, as a nonvoting member. The Executive Committee shall meet at the discretion of the CAN Chair to develop and recommend ways to meet the CAN's goals for accomplishing identified projects.

**SECTION 5.3 - OTHER COMMITTEES**

The CAN shall have the ability to form such other committees as needed and appropriate.

Subcommittees shall report their activities to the CAN and to the BFT Board on a regular basis.

**SECTION 6 - AMENDMENTS**

Recommendations of amendments to these ~~Standing Rules-Bylaws~~ can be approved at any regular meeting of the CAN by a two-thirds vote of the total current CAN membership, provided the proposed amendment was submitted in writing at the previous regular meeting. All amendments to the Standing Rules of the BFT CAN must be approved by the BFT Board of Directors.



## BOARD OF DIRECTORS REGULAR MEETING

Thursday, October 9, 2025, at 6 p.m.  
Ben Franklin Transit Boardroom  
1000 Columbia Park Trail, Richland, Washington

*Notice: Meeting attendance options included in-person and virtual via Zoom*

---

### MINUTES

---

#### 1. CONVENE BOARD MEETING

Chair Will McKay called the meeting to order at 6:00 p.m.

Acting Clerk of the Board Hilary Carlson asked the Board of Directors to state their name after their jurisdiction had been called.

#### 2. ROLL CALL

Representing	Attendee Name	Title	Status
City of Pasco	Charles Grimm	Director	Present
City of Kennewick	Brad Beauchamp	Director	Present
City of Richland	Kurt Maier	Director	Present
City of West Richland	Richard Bloom	Director	Present
Franklin County #2	Stephen Bauman	Vice Chair	Present
Franklin County #1	Clint Didier	Director	Absent
Benton County	Will McKay	Chair	Present
City of Prosser	Steve Becken	Director	Present
City of Benton City	David Sandretto	Director	Present
Teamsters Union 839	Tracy Bronson	Union Representative	Present

**Present:** Thomas Drozt, Hilary Carlson, Brian Lubanski, Joshua Rosas, Kevin Sliger, Alex Smith  
**Legal Counsel:** Jeremy J. Bishop

#### 3. PLEDGE OF ALLEGIANCE

Chair McKay led the meeting participants in the Pledge of Allegiance.

**4. APPROVAL OF AGENDA**

Chair McKay asked for a motion to approve the agenda.

*Director Bloom moved to approve the agenda; the motion was seconded by Director Bauman and passed unanimously.*

**5. PUBLIC COMMENTS**

Chair McKay then opened the meeting to comments from the public.

No written public comments were received, and no oral public comments were made. Chair McKay then closed public comments.

**6. CITIZENS ADVISORY NETWORK (CAN) REPORT**

A CAN report was not given.

**7. CONSENT AGENDA**

Chair McKay presented the Consent Agenda items and invited a motion.

**A. September 11, 2025, Regular Board Meeting Minutes (page 6)**

**B. September Voucher Summary (page 10)**

**C. Resolution 35-2025, Retirement of Diane Miller (page 36)**

**D. Resolution 36-2025, Authorization to Declare Old and Failed Information Technology Items as Surplus (page 37)**

*Director Becken moved to approve Consent Agenda Items A-D. The motion was seconded by Director Bloom and passed unanimously.*

**8. ACTION ITEMS**

**A. Resolution 37-2025, Authorization to Reallocate Funds**  
Within the Capital Improvement Plans (page 44)

*Director Bauman moved to approve Resolution 37-2025, Authorization to Reallocate Funds. This motion was second by Director Maier and passed unanimously.*

**9. INFORMATION & DISCUSSION ITEMS**

**A. Introducing Zeck Board Software**

Chief of Staff, Hilary Carlson presented an introduction to Zeck, an interactive board website for Ben Franklin Board Meetings that will create a modern and seamless process moving forward.

**10. STAFF REPORTS & COMMENTS**

**A. Legal Report**

Legal Counsel Jeremy Bishop presented a discussion on **RCW 36.57A.050**, which takes effect January 1, 2026. This statutory change allows the Board to elect to add two non-employee, transit-using members from the public. Mr. Bishop asked if the board would like to vote on this prior to the end of the year, after the first of the year, or in December 2027, when the board composition is discussed.

Chair Will McKay decided to vote on this item for the next board meeting in November.

**B. Chief Executive Officer's Report**

Mr. Drozt provided an update on KPI's for 2025. KPI data is published on BFT website for public review.

**11. BOARD MEMBER COMMENTS**

Board member comments were made.

**12. EXECUTIVE SESSION**

Executive Session was held under RCW 42.30.110.1(G)

**13. OTHER**

There were no other items.

**14. NEXT MEETING**

The next meeting will be held Thursday, November 13, 2025, at 6:00 p.m.

**15. ADJOURNMENT**

Chair McKay adjourned the meeting at 6:53 p.m.

---

Hilary Carlson, Acting Clerk of the Board

---

Date



1000 Columbia Park Trail, Richland, WA 99352  
509.735.4131 | 509.735.1800 fax | www.bft.org

Thursday, November 13, 2025

To: Ben Franklin Board of Directors

From: Kevin Hebdon, Accounting Manager *KH*

RE: Vouchers for October 2025

October 2025 vouchers totaled \$8,814,170.99. An analysis of the vouchers had the following significant vendor payment amounts:

Vendor	Description	Amount
INTERNAL REVENUE SERVICE	PAYROLL TAX SERVICES	\$ 838,127.61
FOWLER GENERAL CONSTRUCTION INC	CONSTRUCTION	\$ 530,587.50
AVAAP USA LLC	CONTRACTED SERVICES	\$ 502,872.52
N.W. ADMIN. TRANSFER	MEDICAL INS PAYABLE	\$ 493,779.10
DEPT LABOR & INDUSTRIES	L&I PAYABLE	\$ 489,300.07
RIVER NORTH TRANSIT LLC	CONTRACTED SERVICES	\$ 488,892.53
COLEMAN OIL COMPANY LLC	FUEL	\$ 485,509.49
DEPT OF RETIREMENT SYSTEMS	PERS PAYABLE	\$ 281,545.39
ARC OF THE TRI-CITIES INC	CONTRACTED SERVICES	\$ 256,135.26
TRAPEZE SOFTWARE GROUP INC	SOFTWARE	\$ 186,923.85
WESTERN CONFERENCE OF	TMSTR PENSION	\$ 164,643.77
CUMMINS INC	PARTS, EQUIP., BUS A/C	\$ 136,979.53
MOHAWK LIFTS LLC	EQUIPMENT	\$ 134,221.21
ALSC ARCHITECTS PS	A & E SERVICES	\$ 104,327.22
BUD CLARY CHEVROLET INC.	PURCHASE VEHICLE	\$ 91,706.40
EMPLOYMENT SECURITY DEPARTMENT	FMLA	\$ 79,493.86
US BANK CORPORATE PAYMENT SYSTEMS	CORPORATE CREDIT CARD	\$ 64,837.80
KPFF INC	CONSULTING	\$ 45,167.11
GILLIG LLC	PARTS, EQUIP., BUS A/C	\$ 44,767.08
WEX BANK	CONTRACTED SERVICES	\$ 42,828.74
WA STATE EMPLOYMENT SECURITY DEPT	WACARES	\$ 35,116.14
BRIDGESTONE AMERICAS INC	BUS TIRE LEASE	\$ 33,478.97
COURVAL SCHEDULING INC	TELEPHONE	\$ 32,803.00
CONSTRUCTION AHEAD	SERVICE	\$ 32,678.85
ROCKWALLA IT LLC	NETWORK SERVICES	\$ 32,005.07
HEART AND HUNTER INC	CONTRACTED SERVICES	\$ 29,273.49
BUSINESS INTERIORS OF IDAHO INC	OFFICE FURNITURE	\$ 28,049.05
BUENAVISTA SERVICES INC	JANITORIAL SERV	\$ 26,928.72
TRANPO GROUP USA INC	CONSULTING	\$ 21,195.58
JRT MECHANICAL INC	CONTRACTED SERVICES	\$ 18,652.60
EXPRESS SERVICES	TEMPORARY STAFFING SERVICES	\$ 18,189.38
TEAMSTERS UNION	UNION DUES	\$ 17,793.50
LITHIA DODGE OF TRI CITIES INC	PARTS, EQUIP., BUS A/C	\$ 16,569.71
APOLLO SHEET METAL INC.	CONTRACTED SERVICES	\$ 16,309.03
DEPT OF RETIREMENT SYSTEMS - DCP	EMP DEFERRED COMP	\$ 15,817.57
EDNETICS INC	PROFESSIONAL SERVICES	\$ 15,730.43
CHRISTENSEN INC	DIESEL EXHAUST FLUID	\$ 15,459.03
BUSINESS RADIO INC	PARTS, EQUIP., BUS A/C	\$ 14,626.00
VERIZON WIRELESS	TELEPHONE	\$ 14,514.55
Anthony Halim	SERVICE	\$ 13,895.00
ANR GROUP INC	TEMPORARY STAFFING SERVICES	\$ 13,601.00
CRISTINA BARONE	CONSULTING	\$ 13,282.50
Titan Truck Equipment Inc	SUPPLIES	\$ 12,782.78
P & F AUTOMOTIVE WAREHOUSE INC	PARTS EQUIP BUS A/C	\$ 12,664.18
GEM INC.	PARTS, EQUIP., BUS A/C	\$ 12,589.76
AMAZON CAPITAL SERVICES	SERVICES	\$ 12,542.67
SOMETHING UNLIMITED	CONSULTING	\$ 11,625.00
COMMERCIAL TIRE	TIRES	\$ 11,581.90
KIRK'S AUTOMOTIVE INC	SUPPLIES	\$ 10,481.00
GARDA CL NORTHWEST INC	ARMORED CAR SERV.	\$ 10,018.94
Total Significant Vendors		\$ 6,032,901.44
Payroll Total		\$ 2,419,033.00
Total Non-Significant Vendors		\$ 362,236.55
GRAND TOTAL		\$ 8,814,170.99

I, the undersigned **CHAIRMAN/VICE-CHAIRMAN of BEN FRANKLIN TRANSIT**  
Benton County, Washington, do hereby certify that the payroll related services, herein specified have been  
received and that the following checks are approved for payment for the month of [October 2025](#)

**PAYROLL**

Check Register Number	Check Number	Check Number	Date of Issue	In the Amount	
520-25	ACH	ACH	10/3/2025	\$ 792,385.78	Payroll
521-25	ACH	ACH	10/17/2025	\$ 781,489.66	Payroll
522-25	ACH	ACH	10/31/2025	\$ 845,157.56	Payroll

**Total \$ 2,419,033.00**

---

AUTHORITY MEMBER  
11/13/2025

I, the undersigned **CHAIRMAN/VICE-CHAIRMAN of BEN FRANKLIN TRANSIT**  
 Benton County, Washington, do hereby certify that the merchandise or services herein specified have  
 been received and that the following checks are approved for payment for the month of **October 2025**.

**ACCOUNTS PAYABLE**

Check Register Number	Check Number	Check Number	Date of Issue	In the Amount
269-25	92157	92209	10/3/2025	294,621.52 MDSE
270-25	ACH	ACH	10/3/2025	297,969.08 ACH
271-25	92210	92316	10/10/2025	1,225,641.82 MDSE
272-25	ACH	ACH	9/21/2025	59,406.93 ACH
273-25	ACH	ACH	10/14/2025	562,127.84 ACH
274-25	92317	92388	10/17/2025	1,223,840.35 MDSE
275-25	ACH	ACH	10/16/2025	281,545.39 ACH
276-25	ACH	ACH	10/17/2025	291,329.59 ACH
277-25	91736	91736	8/15/2025	(175.00) VOID
278-25	ACH		10/20/2025	1,229.92 ACH
279-25	92389	92450	10/24/2025	631,711.54 MDSE
280-25	92451	92527	10/31/2025	624,619.67 MDSE
281-25	ACH	ACH	10/21/2025	489,300.07 ACH
282-25	ACH	ACH	10/28/2025	9,900.00 ACH
283-25	ACH	ACH	10/30/2025	99,844.98 ACH
284-25	ACH	ACH	10/31/2025	296,618.42 ACH
285-25	ACH	ACH	10/24/2025	64,837.80 ACH

**Total      \$ 6,395,137.99**

\*voids and prior period removed from total

---

AUTHORITY MEMBER  
 11/13/2025



**October 2025** vouchers audited and certified by Ben Franklin Transit's auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been emailed to the Board members **November 13, 2025**.

**ACTION: As of this date, November 13, 2025, I, \_\_\_\_\_**  
move that the following checks be approved for payment:

**PAYROLL**

Check Register Number	Check Number	Check Number	Date of Issue	In the Amount	
520-25	ACH	ACH	10/3/2025	\$ 792,385.78	Payroll
521-25	ACH	ACH	10/17/2025	\$ 781,489.66	Payroll
522-25	ACH	ACH	10/31/2025	\$ 845,157.56	Payroll
<b>Total</b>				<b>\$ 2,419,033.00</b>	

**ACCOUNTS PAYABLE**

Check Register Number	Check Number	Check Number	Date of Issue	In the Amount	
269-25	92157	92209	10/3/2025	294,621.52	MDSE
270-25	ACH	ACH	10/3/2025	297,969.08	ACH
271-25	92210	92316	10/10/2025	1,225,641.82	MDSE
272-25	ACH	ACH	9/21/2025	59,406.93	ACH
273-25	ACH	ACH	10/14/2025	562,127.84	ACH
274-25	92317	92388	10/17/2025	1,223,840.35	MDSE
275-25	ACH	ACH	10/16/2025	281,545.39	ACH
276-25	ACH	ACH	10/17/2025	291,329.59	ACH
277-25	91736	91736	8/15/2025	(175.00)	VOID
278-25	ACH	ACH	10/20/2025	1,229.92	ACH
279-25	92389	92450	10/24/2025	631,711.54	MDSE
280-25	92451	92527	10/31/2025	624,619.67	MDSE
281-25	ACH	ACH	10/21/2025	489,300.07	ACH
282-25	ACH	ACH	10/28/2025	9,900.00	ACH
283-25	ACH	ACH	10/30/2025	99,844.98	ACH
284-25	ACH	ACH	10/31/2025	296,618.42	ACH
285-25	ACH	ACH	10/24/2025	64,837.80	ACH
<b>Total</b>				<b>\$ 6,395,137.99</b>	

Check Register Nos. 269-25 to 285-25 and 520-25 to 522-25 in the total amount of:

**\$ 8,814,170.99**

The motion was seconded by \_\_\_\_\_ and approved by a unanimous vote.

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER      269-25

CHECK NUMBERS                92157      TO      92209

DATE                                10/3/2025

PURPOSE                          APOCT25A VOUCHERS

AMOUNT                           \$294,621.52

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

Alex Smith  
AUDITOR

10/14/2025  
DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 270-25

**ACH WIRE TRANSFERS**

DATE EFFECTIVE IN BANK 10/3/2025

PURPOSE:

00262 WA ST CHILD SUPPORT	\$1,674.43
01609 AW REHN	\$1,596.60
00532 DEPT OF RETIREMENT	\$8,060.72
00441 ICMA MISSION SQUARE	\$3,134.76
00286 UNION DUES TEAMSTERS	\$8,998.00
00430 IRS	\$274,504.57
<b>TOTAL</b>	<b>\$297,969.08</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

<i>Alex Smith</i>	10/14/2025
AUDITOR	DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER     271-25

CHECK NUMBERS               92210     TO     92316

DATE                             10/10/2025

PURPOSE                        APOCT25B VOUCHERS

AMOUNT                         \$1,225,641.82

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

*Alex Smith*  
AUDITOR

10/14/2025  
DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 272-25

**ACH WIRE TRANSFERS**

DATE EFFECTIVE IN BANK 9/21/2025

PURPOSE:

00740 US BANK SEPT	\$59,406.93
<b>TOTAL</b>	<b>\$59,406.93</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

 10/17/25  
AUDITOR DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 273-25

**ACH WIRE TRANSFERS**

DATE EFFECTIVE IN BANK 10/14/2025

PURPOSE:

00014 WA TMSTRS WEL TRUST	\$493,779.10
02633 ANTHONY HALIM	\$13,895.00
02518 SOMETHING UNLIMITED	\$11,625.00
02072 WEX	\$42,828.74
<b>TOTAL</b>	<b>\$562,127.84</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

*Alex Smith*

10/14/2025

AUDITOR

DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER      274-25

CHECK NUMBERS                92317      TO      92388

DATE                                10/17/2025

PURPOSE                         APOCT25C VOUCHERS

AMOUNT                          \$1,223,840.35

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

*Alex Smith*  
AUDITOR

10/22/2025  
DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 275-25

**ACH WIRE TRANSFERS**

DATE EFFECTIVE IN BANK 10/16/2025

PURPOSE:

00432 DEPT OF RETIREMENT	\$281,545.39
<b>TOTAL</b>	<b>\$281,545.39</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

*Alex Smith*

10/22/2025

AUDITOR

DATE



BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 276-25

**ACH WIRE TRANSFERS**

DATE EFFECTIVE IN BANK 10/17/2025

PURPOSE:

00262 WA ST CHILD SUPPORT	\$1,674.43
01609 AW REHN	\$1,459.10
00532 DEPT OF RETIREMENT	\$7,756.85
00441 ICMA MISSION SQUARE	\$2,964.66
00286 UNION DUES TEAMSTERS	\$8,795.50
00430 IRS	\$268,679.05
<b>TOTAL</b>	<b>\$291,329.59</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

*Alex Smith*

10/22/2025

AUDITOR

DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER      277-25

CHECK NUMBERS                91736

VOID DATE                      10/21/2025

CHECK DATE(S)                8/15/2025

AMOUNT                         (\$175.00)

PURPOSE                        AP VOID CHECK(S)

"I, the undersigned, do hereby certify, under penalty of perjury under the laws of the State of Washington, that the original instrument(s) was (were) either, 1) based upon the attached Affidavit(s) from the vendor(s), lost or destroyed and has (have) not been paid, or 2) is (are) in Ben Franklin Transit's possession and has (have) been determined to be null-and-void and that I am authorized to authenticate and certify the above and hereby the instrument(s) is (are) canceled."

Alex Smith  
AUDITOR

10/27/2025  
DATE

## ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 278-25

### ACH WIRE TRANSFERS

DATE EFFECTIVE IN BANK 10/20/2025

PURPOSE:

00414 ST OF WA DOR EXCISE SALES TX	\$1,229.92
<b>TOTAL</b>	<b>\$1,229.92</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

*Alex Smith*

AUDITOR

10/27/2025

DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER      279-25

CHECK NUMBERS                92389      TO      92450

DATE                                10/24/2025

PURPOSE                         APOCT25D VOUCHERS

AMOUNT                          \$631,711.54

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

*Alex Smith*

\_\_\_\_\_  
AUDITOR

10/27/2025

\_\_\_\_\_  
DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER      280-25


CHECK NUMBERS                92451      TO      92527

DATE                                10/31/2025

PURPOSE                         APOCT25E VOUCHERS

AMOUNT                          \$624,619.67

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

  
Thomas Drozt (Nov 5, 2025 04:08:07 PST)  
AUDITOR

11/05/2025  
DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 281-25

**ACH WIRE TRANSFERS**

DATE EFFECTIVE IN BANK 10/21/2025

PURPOSE:

00436 DEPT OF L&I ECHECK	\$489,300.07
<b>TOTAL</b>	<b>\$489,300.07</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

  
Thomas Drozt (Nov 5, 2025 12:33:07 PST)

AUDITOR

11/05/2025

DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 282-25

**ACH WIRE TRANSFERS**

DATE EFFECTIVE IN BANK 10/28/2025

PURPOSE:

00082 HRA VEBA TRUST	\$9,900.00
<b>TOTAL</b>	<b>\$9,900.00</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

  
Thomas Drozt (Nov 5, 2025 04:41:17 PST)

AUDITOR

11/05/2025

DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 283-25


**ACH WIRE TRANSFERS**

DATE EFFECTIVE IN BANK 10/30/2025

PURPOSE:

01887 PFML QRTY WA STATE	\$64,728.84
02436 WA CARS QRTY WA STATE	\$35,417.81
02436 WA CARS QRTY WA STATE DIFF	(\$301.67)
<b>TOTAL</b>	<b>\$99,844.98</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

  
Thomas Droz (Nov 4, 2025 14:04:57 PST)

AUDITOR

11/04/2025

DATE



BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 284-25


**ACH WIRE TRANSFERS**

DATE EFFECTIVE IN BANK 10/31/2025

PURPOSE:

00430 IRS PAYROLL TAX	\$294,943.99
00262 WA DCS REGISTRY	\$1,674.43
<b>TOTAL</b>	<b>\$296,618.42</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

  
Thomas Drozt (Nov 4, 2025 14:04:00 PST)

AUDITOR

11/04/2025

DATE

BEN FRANKLIN TRANSIT  
CHECK REGISTER CERTIFICATION  
ACCOUNTS PAYABLE

CHECK REGISTER NUMBER 285-25

**ACH WIRE TRANSFERS**

DATE EFFECTIVE IN BANK 10/21/2025

PURPOSE:

00740 OCTOBER US BANK STATEMENT	\$64,837.80
<b>TOTAL</b>	<b>\$64,837.80</b>

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

AUDITOR  DATE 11-4-25

## CHECK REGISTER CERTIFICATION

### PAYROLL

CHECK REGISTER NUMBER 520-25

CHECK NUMBER

\$

ACH TRANSFER

\$ 792,385.78

PAYROLL DATE

OCTOBER 03, 2025

PURPOSE: PPE 09/27/2025

AMOUNT: \$ 792,385.78

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims.”

*Alex Smith*

AUDITOR

10/2/2025

DATE

## CHECK REGISTER CERTIFICATION

### PAYROLL

CHECK REGISTER NUMBER 521-25

CHECK NUMBER

\$

ACH TRANSFER

\$ 781,489.66

PAYROLL DATE

OCTOBER 17, 2025

PURPOSE: PPE 10/11/2025

AMOUNT: \$ 781,489.66

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

  
AUDITOR

11-4-2025  
DATE

# CHECK REGISTER CERTIFICATION

## PAYROLL

CHECK REGISTER NUMBER 522-25

CHECK NUMBER  
ACH TRANSFER

\$  
\$ 845,157.56

PAYROLL DATE OCTOBER 31, 2025

PURPOSE: PPE 10/25/2025 AMOUNT: \$ 845,157.56

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims are just, due and unpaid obligations against Ben Franklin Transit, and that I am authorized to authenticate and certify said claims."

  
AUDITOR

11-4-2025  
DATE

# **Memorandum**

---

Date: November 13, 2025

To: Thomas Drozt, Chief Executive Officer

From: Kevin Sliger, Chief Planning & Development Officer

RE: Resolution 38-2025 GCB 2139 Agreement (314 Agreement) Amendment 2 (2025)

## **Background**

The GCB 2139 Agreement, also known as the “Tri-Party Agreement” or “314 Agreement,” is a cooperative agreement between the Washington State Department of Transportation (WSDOT), the Benton-Franklin Council of Governments (BFCOG), and Ben Franklin Transit (BFT). It establishes the framework for conducting the metropolitan transportation planning process in coordination with WSDOT and BFCOG. The attached Amendment 2 (2025) was prepared by Benton-Franklin Council of Governments and WSDOT’s update on the on-going, collaborative 314 Agreement entered by the WSDOT, BFCOG, and BFT, collectively referred to as the Parties, on October 2, 2015.

The GCB 2139 Agreement is reviewed and renewed every five years. The most recent amendment, made in September 2020, included updates to federal performance measures and revisions to CFR and USC references.

## **Summary of the Document**

The GCB 2139 Agreement and proposed Amendment 2 lays the framework for collaborative participation requirements among the Parties to the Agreement under the Washington Interlocal Agreement Act and in accordance with the Federal Highway Administration FAST Act national policy goals. BFT and WSDOT shall supply information and updates to the regional Transportation Advisory Committee, which is administered by BFCOG. The information and updates supplied by BFT are then incorporated into the: Metropolitan Transportation Plan (MTP), the Congestion Management Process (CMP), the review of the Functional Road Classification, and other periodic reports. The Amendment also reiterates the Parties’ responsibility to produce an annual Transportation Improvement Program (TIP).

## **Changes withing Amendment 2**

Key changes included in Amendment 2 of the GCB 2139 Agreement include:

- Section 2.4 (WSDOT’s Role): Updated to clarify WSDOT’s responsibilities as the steward of a multimodal transportation system, including highways, ferries, local roads, railroads, airports, and alternatives to driving.
- Section 3.1 (Metropolitan Transportation Planning Process): Revised to confirm that BFCOG conducts a continuous, cooperative, and comprehensive metropolitan planning process in coordination with WSDOT and BFT, following federal regulations.
- Section 4.8 (Performance Management): Introduces a formal performance-based planning and programming approach, requiring BFCOG, WSDOT, and BFT to collaboratively establish

performance measures and targets. It also mandates sharing of performance data to monitor progress on regional transportation goals.

- Section 5.1 (Transportation Improvement Program - TIP): Clarifies the joint responsibility of BFCOG, WSDOT, and BFT in developing and maintaining a federally compliant four-year TIP, which, once approved, will be incorporated into the State Transportation Improvement Program without changes.
- Section 6.1 and 6.2 (Public Participation Plans): Updates require both BFCOG and BFT to proactively develop and coordinate public participation and outreach efforts related to transportation planning.
- Section 7.4 (Sub-allocation of Federal Funds): Defines the process for sub-allocating federal funds to BFCOG by WSDOT, including transparent accounting and consultation with other Metropolitan Planning Organizations (MPOs) to ensure clear regional allocations of funding like the Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality Improvement (CMAQ) programs.
- Section 8.5 (Agreement Term and Termination): Reaffirms that the agreement and amendments remain effective for five years unless terminated and specifies how official communications affecting the agreement should be handled.

#### **Authority - Section 8.3 Amendments and Modifications from the BFCOG 314 Agreement**

Any Party may request changes to the Agreement at any time by written notice to the other Parties. Such changes are mutually agreed upon by and between the Parties shall be incorporated by written amendment to the Agreement.

#### **Attachments**

GCB 2139 Agreement (adopted 2015)

GCB 2139 Agreement – Amendment 1 (2020)

GCB 2139 Agreement – Amendment 2 (2025)

#### **Funding**

Budgeted: none

Budget Source: n/a

Funding Source: n/a

#### **Recommendation**

Staff recommends approving the CEO to sign the 314 Agreement –Amendment 2 (2025).

Forward as presented:

---

Thomas Drozt, Chief Executive Officer

**BEN FRANKLIN TRANSIT**

**RESOLUTION 38-2025**

**A RESOLUTION TO AMEND THE BFCOG 314 AGREEMENT - AMENDMENT 2 (2025)**

WHEREAS, Ben Franklin Transit entered into the above referenced Agreement, effective October 2, 2015; and;

WHEREAS, The Parties amended the Agreement as allowed for in Section 8.3 in 2020; and;

WHEREAS, The Parties are required to readdress the agreement every five (5) years, and Amendment 2 has been reviewed and approved by BFCOG and WSDOT; and;

WHEREAS, The Parties have agreed on several key changes to the agreement that will strengthen collaboration, improve transparency, and enhance the efficiency and effectiveness of regional transportation planning and funding; and;

WHEREAS, BFCOG and WSDOT have approved their agreement, and the final step is to seek approval from BFT's Board of Directors to move forward.

NOW, THEREFORE, BE IT RESOLVED BY THE BEN FRANKLIN TRANSIT BOARD OF DIRECTORS THAT:

The Ben Franklin Transit Board of Directors authorizes the Chief Executive Officer to sign the BFCOG 314 Agreement –Amendment (2025), as presented.

APPROVED AT A REGULAR TRANSIT BOARD OF DIRECTORS MEETING held Thursday, November 13, 2025, at 1000 Columbia Park Trail, Richland, Washington.

ATTEST:

\_\_\_\_\_  
Pauline Escalera, Clerk of the Board

\_\_\_\_\_  
Will McKay, Chair

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Jeremy J. Bishop, Legal Counsel



AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES  
IN CARRYING OUT THE METROPOLITAN TRANSPORTATION PLANNING PROCESS  
IN THE  
BENTON-FRANKLIN COUNCIL OF GOVERNMENTS METROPOLITAN PLANNING  
AREA

GCB 2139 Amendment 1

This Amendment is entered into by the Washington State Department of Transportation (WSDOT), Benton-Franklin Council of Governments (BFCG), and Ben Franklin Transit (BFT).

**RECITALS**

WHEREAS, the Parties entered into the above referenced Agreement, effective October 2, 2015; and

WHEREAS, The Parties want to amend the AGREEMENT as allowed for in Section 8.3; and

NOW THEREFORE, pursuant to the Washington Interlocal Agreement Act RCW 39.34, and the above recitals that are incorporated herein, it is mutually agreed as follows:

The following Sections are replaced in their entirety:

**SECTION 3: POLICY DEVELOPMENT AND REGIONAL COORDINATION**

**3.1 Scope of Metropolitan Transportation Planning Process**

BFCG, in cooperation with WSDOT and Ben Franklin Transit conducts a metropolitan planning process that is continuous, cooperative, and comprehensive and provides for the consideration of projects, strategies and services that will address the eight planning factors as specified in 23 CFR 450.306 and FAST Act national policy goals. This planning process will be carried out in coordination with the statewide transportation planning processes conducted by WSDOT as required by 23 CFR 450 (Subpart B) and 49 USC 5303.

3.2.2 Such Board of Directors has established a Transportation Advisory Committee (TAC) which coordinates and guides the regional transportation planning program in accordance with Board policy. The regional planning program includes those tasks to carry-out 23 CFR 450 Subpart C, which include transportation policy development, the development of regional transportation plans and the programming of transportation projects for funding. BFCG is responsible for coordination and administration of the TAC. WSDOT and Ben Franklin Transit agree to provide information and updates to the TAC about their respective plans, studies, and programs.

**3.7 Self Certification and Federal Certification**

At least every year and as part of the submittal of the proposed TIP, BFCG and WSDOT shall certify that the metropolitan transportation planning process is being carried out in accordance with all applicable federal planning requirements (23 CFR 450 .336). In addition, FHWA and

FTA jointly review and evaluate the planning process no less than once every four (4) years. BFCG is responsible for ensuring compliance with the applicable federal regulations, and agrees to coordinate with WSDOT and Ben Franklin Transit throughout the federal certification process.

## **SECTION 4: TRANSPORTATION PLANNING**

4.1.2 BFCG agrees to consult and coordinate with WSDOT and Ben Franklin Transit during the MTP update process to ensure continued consistency between the State Transportation Plan (23 USC 450 .216) and the long range transit plan (49 USC 5303). The Parties agree to coordinate related planning activities and studies to promote consistency between metropolitan, transit, and statewide planning strategies and outcomes. This includes mutual consideration of visions and priorities articulated in each entity's transportation planning documents and project identification processes.

### **4.2 Statewide Plans**

The State of Washington also develops plans, including statewide transportation plans, in compliance with federal regulations in order to receive particular federal funds. These plans include, but are not limited to:

4.2.2 WSDOT and BFCG will ensure that all statewide transportation plan components and elements that relate to the BFCG MPA and the region's MTP shall be consistent. WSDOT agrees that the statewide transportation plan, in relation to the BFCG MPA, shall be developed in cooperation with BFCG, as required by 23 CFR 450. .216(g). The state-owned component of the highway system plan, which includes preservation, maintenance, operations, safety and capacity improvement elements for state owned facilities shall serve as the basis for WSDOT's 10-year Capital Improvement and Preservation Program (CIPP) and WSDOT's two (2) year biennial budget request to the legislature pursuant to RCW 47.06.050.

### **4.3 Congestion Management Process**

BFCG, as a Transportation Management Area (TMA), pursuant to 23 CFR 450 .322 and 23 CFR 500.109, is required to address congestion management through a process that provides for safe and effective integrated management and operation of the multimodal transportation system, based on a cooperatively developed and implemented metropolitan-wide strategy. As part of this process, BFCG agrees to cooperatively develop and implement a metropolitan-wide strategy. The BFCG shall establish methods to collect and monitor data and report this data at least annually. BFCG will define the congestion management objectives and performance measures in consultation with WSDOT, Ben Franklin Transit and metropolitan local agencies.

### **4.5 Roadway Functional Classification**

BFCG agrees to assist WSDOT in developing and maintaining the FHWA Functional Classification system, and to provide comments to WSDOT regarding requests from local agencies to designate a roadway or to change the designation of a roadway pursuant to applicable guidelines. WSDOT shall consider comments from BFCG and shall give consideration to criteria consistent with RCW 47.05.021 and federal regulations relating to the functional classification of highways. BFCG's staff, TAC will review local agency roadway reclassification requests and provide a

recommendation to the BFCG Board for its written approval. Subject to approval by the BFCG Board, BFCG staff shall submit a functional classification request package to WSDOT for action.

## **SECTION 5: TRANSPORTATION PROGRAMMING**

### **5.1 Transportation Improvement Program (TIP)**

The BFCG, in cooperation with WSDOT and Ben Franklin Transit, is responsible for developing, adopting and maintaining an approved four-year regional TIP pursuant to 23 CFR 450 .326. The TIP must include but is not limited to all projects that have been approved and programmed by BFCG for federal funding and projects with committed federal funds after having been found consistent with applicable state and federal planning requirements, and also after having been found consistent with the MTP. Upon approval by the BFCG Board and the Governor, WSDOT shall include the TIP without change, directly or by reference, into the State Transportation Improvement Program as required under 23 USC 135.

5.1.1 At least every two (2) years, BFCG shall cooperatively develop and/or update a regional four (4) -year TIP for all federally funded projects and regionally significant transportation projects regardless of funding source. BFCG shall develop the TIP through a cooperative process involving WSDOT and Ben Franklin Transit. In accordance with federal regulation, the development of BFCG's TIP will also be coordinated with other interested parties, per BFCG's Public Participation Plan. BFCG's TIP shall be provided to WSDOT in October of the given BFCG TIP-update year, for incorporation into the STIP pursuant to 23 CFR 450 218(b).

5.1.2 WSDOT shall work cooperatively with BFCG in recommending programming and project selection for state transportation projects eligible for federal funding under WSDOT's project selection responsibility, for inclusion in BFCG's TIP pursuant to 23 CFR 450.332. The TIP as approved by the Secretary of Transportation as delegated by the Governor shall be included in the STIP.

5.1.5 WSDOT and Ben Franklin Transit agree to provide BFCG its estimate of available federal and state revenue that can be utilized in developing the TIP. The Parties agree to work cooperatively to develop final estimates of funds that are reasonably expected to be available to support the TIP (23 CFR 450 .326(j)), as defined in Section 7.2-Financial Planning.

5.3.1 WSDOT and Ben Franklin Transit agree to provide BFCG with all project obligation reports within forty five (45) calendar days of the end of the transportation program year, which is the end of the calendar year. BFCG agrees to coordinate directly with the WSDOT Local Programs Division regarding designated regional fund obligation administration and reporting. BFCG will publish the annual listing and make it available to WSDOT, Ben Franklin Transit, and the public on BFCG's website, and announced in BFCG's monthly newsletter within ninety (90) calendar days of the end of such program year.

## **SECTION 7: FINANCIAL PLANNING AND FUNDING**

7.2.1 Federal requirements for financial planning are defined in 23 CFR 450.314 (metropolitan planning agreements), 23 CFR 450 324 (development and content of the metropolitan

transportation plan), 23 CFR 450.326 (development and content of the transportation improvement program), and 23 CFR 450.334 (annual listing of obligated projects). The Parties agree to cooperatively develop and share information related to the development of financial plans to support these activities.

Washington State Department of Transportation (WSDOT)  
Attn: Kerri Woehler, Director of Multimodal Planning  
P.O. Box 47316  
Olympia, WA 98504-7316

Benton-Franklin Council of Governments (BFCG)  
Attn: Stephanie Seamans, Executive Director  
587 Stevens Drive  
Richland, WA 99352

Ben Franklin Transit  
Attn: Gloria Boyce, General Manager  
1000 Columbia Park Trail  
Richland, WA 99352

All other terms and conditions of GCB 2139 shall remain in full force and effect except as modified by this Amendment.

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION

  
Kerri Woehler, Director of Multimodal Planning


Date 12-8-2020

BEN FRANKLIN TRANSIT

  
Gloria Boyce, General Manager

Date 10/13/2020

BENTON-FRANKLIN COUNCIL OF  
GOVERNMENTS

  
Stephanie Seamans, Executive Director

Date 10/22/20

AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES IN CARRYING OUT THE  
METROPOLITAN TRANSPORTATION PLANNING PROCESS IN THE BENTON-FRANKLIN  
COUNCIL OF GOVERNMENTS METROPOLITAN PLANNING AREA

GCB 2139  
**AMENDMENT NO. 2**

This Amendment #2 is between the Benton-Franklin Council of Governments, hereinafter referred to as “BFCG”, Ben Franklin Transit, hereinafter referred to as “BFT”, and the Washington State Department of Transportation, hereinafter referred to as “WSDOT”, collectively referred to as the “Parties” and individually the “Party”.

WHEREAS, the Parties entered into Agreement GCB 2139 on October 2, 2015, hereinafter “Agreement”; and

WHEREAS, the provisions of Section 8.3, allows for changes to the Agreement, provided they are mutually agreed upon by the Parties in writing; and

WHEREAS, the Parties agree to the need for amending.

Now therefore, pursuant to the Washington Interlocal Cooperation Act RCW 39.34, and 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:

1. Section 2.4 WSDOT, is hereby replaced in its entirety with the following:

WSDOT is the steward of a large and robust transportation system, and is responsible for providing a reasonably safe and efficient multimodal transportation system for people and goods. In addition to building, maintaining, and operating the state highway system, WSDOT is responsible for the state ferry system, and works in partnership with others to maintain and improve local roads, railroads, airports, and multimodal alternatives to driving.

2. Section 3.1 Scope of Metropolitan Transportation Planning Process, is hereby replaced in its entirety with the following:

BFCG, in cooperation with WSDOT and BFT, conducts a metropolitan planning process that is continuous, cooperative, and comprehensive. This planning process will be carried out in coordination with the statewide transportation planning processes conducted by WSDOT as required by 23 CFR 450 (Subpart B) and 49 USC 5303.

3. Section 4.8 Performance Management, is hereby replaced in its entirety with the following:

Performance management will transform the regional transportation system and will provide a means to the most efficient investment of Federal transportation funds through performance-based planning and programming. The BFCG shall establish performance measures and targets in the MTP in consultation with WSDOT and BFT in accordance with 23 USC 150(c) and (d). Selection of performance measures and targets shall be coordinated with WSDOT and BFT to the maximum extent practicable. The Parties agree to share performance information and data on a periodic basis to report regional transportation system performance in accordance with 23 USC 150(e).

4.8.1 In cooperation with BFCG and BFT, WSDOT will annually develop a memorandum to document written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance data to be used in tracking progress toward attainment of critical outcomes for BFCG’s planning area, and the collection of data for the State

asset management plan for the NHS, consistent with 23 CFR 450.314(h).

4. Section 5.1 Transportation Improvement Program (TIP), is hereby replaced in its entirety with the following:

The BFCG, in cooperation with WSDOT and BFT, is responsible for developing, adopting and maintaining an approved four-year regional TIP pursuant to 23 CFR 450.326. The TIP must include but is not limited to all projects that have been approved and programmed by BFCG for federal funding and projects with committed federal funds after having been found consistent with applicable state and federal planning requirements, and also after having been found consistent with the MTP. Upon approval by the BFCG Board and the Governor, WSDOT shall include the TIP without change, directly or by reference, into the State Transportation Improvement Program as required by 23 CFR 450.218(b).

5. Section 6.1 BFCG Public Participation Plan, is hereby replaced in its entirety with the following:

BFCG will proactively develop, adopt, periodically update and implement a public participation plan, including a Public Involvement Policy, in accordance with 23 CFR 450.316. To coordinate effective planning and programming activities, the Parties to this AGREEMENT shall, to the maximum extent practicable, coordinate their public information efforts and seek joint opportunities for public involvement.

6. Section 6.2 BEN FRANKLIN TRANSIT Public Participation Plan, is hereby replaced in its entirety with the following:

#### 6.2 BFT Public Participation Plan

BFT agrees, to the maximum extent practicable, to coordinate its outreach activities related to transit planning with BFCG and WSDOT.

7. Section 7.4 Sub-allocation of Federal Funds, is hereby replaced in its entirety with the following:

BFCG is responsible for selecting and programming projects from specified federal funds that are sub-allocated to BFCG by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with BFCG and other MPOs statewide. WSDOT agrees to develop, implement, and periodically review an accounting process for sub-allocating Surface Transportation Block Grant (STBG), Congestion Management and Air Quality (CMAQ), STBG set-aside for Transportation Alternatives (TA), and/or other funds that are designated by the federal government to be sub-allocated to MPOs. As part of this process, WSDOT agrees to provide to BFCG a transparent accounting of how much funding is received by WSDOT in total and annually, and all the steps applied to get to the regional allocations.

8. Section 8.5 Execution and Terms

This AGREEMENT, including any amendments incorporated into the AGREEMENT, shall remain in full force and effect for five (5) years after the date of last signature (of AGREEMENT or Amendment), unless terminated by a Party's governing body, which termination may be for cause or convenience and shall take effect immediately upon execution by the last signing Party. Any official notifications between the Parties to this AGREEMENT that would substantially affect the terms or conditions of this AGREEMENT shall be directed to the Agreement Managers as noted below:

Washington State Department of Transportation  
Attn: Director of Multimodal Planning  
P.O. Box 47316  
Olympia, WA 98504-7316

Benton-Franklin Council of Governments  
Attn: Executive Director  
P.O. Box 217  
Richland, WA 99352

Ben Franklin Transit  
Attn: Chief Executive Officer  
1000 Columbia Park Trail  
Richland, WA 99352

All other terms and conditions of the Agreement and Amendment No. 1 shall remain in full force and effect, except as modified by this Amendment No. 2.

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the parties hereto have executed this Amendment No. 2 as of the party's date last signed below.

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION

BEN FRANKLIN TRANSIT

\_\_\_\_\_  
Karena Houser, Director of Multimodal Planning

\_\_\_\_\_  
Thomas Drozt, Chief Executive Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM FOR WSDOT:

APPROVED AS TO FORM FOR BFT:

\_\_\_\_\_  
*s/ Lauren Jaech*  
Lauren Jaech, Assistant Attorney General

\_\_\_\_\_  
Ben Franklin Transit, Legal Counsel

Date 10/6/25

Date \_\_\_\_\_

BENTON-FRANKLIN COUNCIL OF  
GOVERNMENTS

\_\_\_\_\_  
*Michelle M. Holt*  
Michelle Holt, Executive Director

Date 10.24.25

APPROVED AS TO FORM FOR BFCG

\_\_\_\_\_  
Benton-Franklin Council of Governments  
Legal Counsel

Date \_\_\_\_\_

**AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES  
IN CARRYING OUT THE METROPOLITAN TRANSPORTATION PLANNING PROCESS IN  
BENTON-FRANKLIN COUNCIL OF GOVERNMENTS METROPOLITAN PLANNING AREA**

**GCB 2139**

This AGREEMENT is entered into by the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), Benton-Franklin Council of Governments (BFCG), and Ben Franklin Transit, collectively referred to as the "Parties" and individually as "Party" in this AGREEMENT.

**RECITALS**

WHEREAS, BFCG as the Metropolitan Planning Organization (MPO) designated for the BFCG Metropolitan Planning Area (MPA), is charged with the responsibility of carrying out transportation planning and programming processes that lead to the development and operation of an integrated, intermodal transportation system; and

WHEREAS, WSDOT is the state highway agency as referenced in Title 23 CFR and Title 49 CFR with the responsibility to preserve, manage and operate the state-owned transportation system's facilities and services including, but not limited to, highways, ferries, airports, and rail; and

WHEREAS, Ben Franklin Transit as a public transportation benefit area pursuant to RCW 36.57A, is the sole public transit operator within the MPA and a designated recipient of federal transit funding within the Kennewick-Pasco, WA Urbanized Area (UZA); and

WHEREAS, the Parties desire to ensure a continuing, cooperative, and comprehensive transportation planning process ("3-C" Process) for the BFCG MPA that involves cooperation and coordination between and among BFCG, WSDOT, and Ben Franklin Transit; and

WHEREAS, WSDOT is responsible for carrying out a statewide transportation planning process as defined by 23 CFR 450.206 and is the administrator of all federal planning funds received or to be received for carrying out the planning processes as defined in 23 USC 104(f) (4) (A) and 49 USC 5305(d) (2); and

WHEREAS, WSDOT is responsible for delivering a federally compliant statewide transportation plan, engaging in the metropolitan and non-metropolitan planning processes as both a network asset manager and a compliance and fiduciary agent of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) by administering federal pass through funds to the MPOs in Washington, including BFCG; and

WHEREAS, it is mandated and consistent with federal requirements to formalize the roles and responsibilities of BFCG, WSDOT, and Ben Franklin Transit in order to cooperatively carry out their respective metropolitan and statewide transportation planning and programming requirements to support regional and state transportation plan implementation; such cooperation being agreed and understood in this Agreement to mean where lawful, practicable and in good faith

NOW, THEREFORE, pursuant to the Washington Interlocal Agreement Act RCW 39.34, and the above recitals that are incorporated herein, it is mutually agreed as follows:

**SECTION 1: PURPOSE**

The purpose of this AGREEMENT is to memorialize a multi-agency cooperative planning process and to satisfy the requirements of 23 CFR 450.314. The AGREEMENT defines the processes for cooperation, communication, and exchanging information among the Parties to advance the metropolitan transportation planning processes consistent with 23 CFR 450 (Subpart C). This AGREEMENT includes specific provisions for cooperatively developing and sharing of information related to financial plans that support the metropolitan transportation plan (MTP), the metropolitan transportation improvement program (TIP) as MTP and TIP are defined in 23 CFR 450, and the annual listing of obligated projects.



## **SECTION 2: AUTHORITY**

### **2.1 Compliance with Applicable Laws and Regulations**

BFCG, WSDOT, and Ben Franklin Transit shall comply with all applicable local, state, and federal laws and regulations in effect at the time of execution of this AGREEMENT. Nothing contained herein shall modify an existing duty or responsibility of any Party, except to the extent expressly set forth herein and as permitted by law.

### **2.2 BFCG**

The Parties agree that BFCG, a voluntary cooperative association administered by a joint board in accordance with RCW 39.34.030, is the single MPO designated by the Governor of Washington for the BFCG MPA. BFCG is organized through an Interlocal Agreement of its members, and is responsible for fulfilling the federal metropolitan planning requirements as prescribed in the current Federal Surface Transportation Act, 23 USC 134, 23 CFR 450, and 49 CFR 613.

### **2.3 BEN FRANKLIN TRANSIT**

Ben Franklin Transit is a public transportation benefit area and municipal corporation pursuant to RCW 36.57A. In the creation of Ben Franklin Transit, component cities and counties of Benton and Franklin County Transportation Benefit Area transferred all rights to construct and operate public transit to Ben Franklin Transit. Consistent with authority granted by the Legislature, Ben Franklin Transit has contracted with the Federal Transit Administration, an agency of the United States Department of Transportation, through a Master Agreement as amended periodically, to enable Ben Franklin Transit to be an eligible recipient of certain federal funds.

### **2.4 WSDOT**

WSDOT is the steward of a large and robust transportation system, and is responsible for ensuring that people and goods move safely and efficiently. In addition to building, maintaining, and operating the state highway system, WSDOT is responsible for the state ferry system, and works in partnership with others to maintain and improve local roads, railroads, airports, and multi-modal alternatives to driving.

**2.4.1** WSDOT tracks; reports, and manages its programs and projects according to the six transportation policy goals adopted by the Legislature in RCW 47.04.280. The six (6) policy goals are safety, preservation, mobility (congestion relief), environment, stewardship, and economic vitality. These goals are interdependent and support the overall vision for all transportation agencies in the state, (which includes WSDOT.)

## **SECTION 3: POLICY DEVELOPMENT AND REGIONAL COORDINATION**

### **3.1 Scope of Metropolitan Transportation Planning Process**

BFCG, in cooperation with WSDOT and Ben Franklin Transit conducts a metropolitan planning process that is continuous, cooperative, and comprehensive and provides for the consideration of projects, strategies and services that will address the eight planning factors as specified in 23 CFR 450.306 and MAP-21 national policy goals. This planning process will be carried out in coordination with the statewide transportation planning processes conducted by WSDOT as required by 23 CFR 450 (Subpart B) and 49 USC 5303.

### **3.2 BFCG Board and Committee Structure**

BFCG operates through a Board that has adopted Bylaws establishing its officers, voting procedures, committees, public participation, and related matters (BFCG Board). WSDOT and Ben Franklin Transit participate as voting members of the BFCG Board.

**3.2.1** BFCG has established a Board of Directors, of which the purpose is to hold meetings, appoint committees and task forces, and generally promote cooperative and coordinated transportation planning/programming processes, to adopt a Metropolitan Transportation Plan, to select and program transportation grant funds as directed by federal and state law, and perform other duties pursuant to applicable federal and state laws.

**3.2.2** Such Board of Directors has established a Transportation Advisory Committee (TAC) and Policy Advisory Committee (PAC), which coordinates and guides the regional transportation planning program in accordance with Board policy. The regional planning program includes those tasks to carry-out 23 CFR 450 Subpart C, which include transportation policy development, the development of regional transportation plans and the programming of transportation projects for funding. BFCG is responsible for coordination and administration of the TAC and PAC. WSDOT and Ben Franklin Transit agree to provide information and updates to the TAC and PAC about their respective plans, studies, and programs.

### **3.3 BFCG Unified Planning Work Program**

On an annual or biennial basis, BFCG develops a Unified Planning Work Program (UPWP) consistent with 23 CFR 450.308, that describes, to the extent practicable, all major transportation and related public transportation planning activities in the MPA for the next one (1) or two (2) year period. The UPWP shall include a budget that outlines BFCG's work activities to be conducted, the schedule for completion and the work to be produced to carry-out the MPO's duties under 23 CFR 450 Subpart C.

**3.3.1** Between January and May of each year, or every other year, BFCG, in cooperation with WSDOT, Ben Franklin Transit and the local jurisdictions and other members of BFCG, will prepare the UPWP as required by 23 CFR 450.308. The UPWP will be reviewed by the TAC and PAC, distributed for public review via BFCG monthly newsletter and website, and submitted to and subject to written approval by the BFCG Board. The UPWP and budget may be amended at any time by BFCG in accordance with its adopted operational procedures and pending approval by WSDOT, FTA and FHWA.

**3.3.2** By December 31 of each year, WSDOT will provide written notice to BFCG of expected allocations of FHWA Metropolitan Planning funds (PL funds), FTA Section 5303 funds, State Regional Transportation Planning Organization (RTPO) funds, and any other State administered funds that are available to BFCG for the following State fiscal year.

**3.3.3** BFCG agrees to coordinate with WSDOT and Ben Franklin Transit in developing and preparing the UPWP work program. Ben Franklin Transit agrees to provide BFCG with the public transportation planning components for the area within Ben Franklin Transit benefit area and WSDOT agrees to provide BFCG with the State's transportation planning work components within the BFCG MPA. The Parties agree to cooperatively review their proposed work components to enhance coordination and avoid duplicate planning work efforts.

### **3.4 Boundary Designation**

The MPA boundary requirements are defined within 23 CFR 450.312 and for BFCG as agreed to between BFCG and the Governor of Washington. The BFCG planning process is conducted within the defined MPA boundary.

**3.4.1** The MPA boundary will be reviewed by BFCG if new urbanized area boundaries are established following each decennial census, and at intermediate intervals as prompted by requests by local or state governments to modify the current MPA boundary. Boundary adjustments shall conform to the procedures defined in 23 CFR 450.310 and 23 CFR 450.312.

**3.4.2** BFCG shall prepare and maintain a description and map of the current BFCG MPA boundary, and make it available to its member agencies and the public.

### **3.5 Regional Data Coordination**

An integral part of the development and maintenance of the regional transportation planning process is a coordinated and consistent monitoring of the performance of the regional transportation system within the MPA. The Parties agree to coordinate in the collection, analysis, and dissemination of data in support of the regional transportation planning process.

**3.5.1** To help ensure consistency in planning activities, BFCG shall periodically provide WSDOT and Ben Franklin Transit with current and forecasted demographic, economic, transportation, and other appropriate data as is mutually agreed upon by the Parties. Data distributed by BFCG for these purposes will be considered the official regional data set for the purposes of regional transportation planning and programming. Such Data Requests will be coordinated and processed according to BFCG's established

Data Request policy. Data Requests to WSDOT and Ben Franklin Transit will be coordinated and processed according to their established Data Request procedures.

### **3.6 Regional Travel Demand Model**

BFCG develops, maintains, and updates the regional travel demand model that is used for the MTP and TIP and transportation studies within the BFCG MPA. BFCG agrees to consult with WSDOT and Ben Franklin Transit regarding various modeling issues, including software platforms, data requirements, and overall model performance for such regional travel demand model. BFCG agrees to provide the model and information from the model to WSDOT and Ben Franklin Transit for their own planning purposes. Data distributed by BFCG for these purposes will be considered the official regional travel demand model for the purposes of regional transportation planning and programming. Data Requests from WSDOT and Ben Franklin Transit for model information will be jointly coordinated and processed according to BFCG's established data request policy.

**3.6.1** WSDOT and Ben Franklin Transit may modify the BFCG travel demand model to meet their specific planning purposes. When such modifications are made, WSDOT and Ben Franklin Transit agree:

1) Modeling files are not to be passed on to other agencies/consultants without the written approval of BFCG; 2) Any modifications/enhancements made during use of the model must be clearly documented, and shared with BFCG, at its request; 3) Results from model changes must be clearly identified as "Modification" of the Benton-Franklin Regional Model; 4) Use of the model contrary to the goals of the RTPO and any of its member jurisdictions is prohibited. Any use made of the model is solely at the risk of the user. BFCG, BFT and WSDOT do not warrant, guarantee or accept any liability for the accuracy, precision, or completeness of any information made from the use of the Benton-Franklin Regional model.

### **3.7 Self Certification and Federal Certification**

At least every year and as part of the submittal of the proposed TIP, BFCG and WSDOT shall certify that the metropolitan transportation planning process is being carried out in accordance with all applicable federal planning requirements (23 CFR 450.334). In addition, FHWA and FTA jointly review and evaluate the planning process no less than once every four (4) years. BFCG is responsible for ensuring compliance with the applicable federal regulations, and agrees to coordinate with WSDOT and Ben Franklin Transit throughout the federal certification process.

## **SECTION 4: TRANSPORTATION PLANNING**

### **4.1 Metropolitan Transportation Plan**

The Metropolitan Transportation Plan (MTP) is the comprehensive transportation planning document for the BFCG MPA. As the designated MPO, BFCG agrees to prepare, adopt, and maintain a MTP in accordance with 23 USC 134, 23 CFR 450 and 49 USC 5303(i). The Parties agree to work together cooperatively to validate data utilized in preparing other existing modal plans for providing input into the MTP. BFCG agrees to transmit the adopted MTP for use by WSDOT, Ben Franklin Transit, the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

**4.1.1** The Parties agree to monitor internal plans, studies, and other activities to identify potential issues or conflicts with the MTP and will work together to take actions with a goal to resolve any potential issues or conflicts. WSDOT and Ben Franklin Transit agree to provide technical assistance, data and information to BFCG during the development or amendment of the MTP.

**4.1.2** BFCG agrees to consult and coordinate with WSDOT and Ben Franklin Transit during the MTP update process to ensure continued consistency between the State Transportation Plan (23 USC 450.214) and the long range transit plan (49 USC 5303). The Parties agree to coordinate related planning activities and studies to promote consistency between metropolitan, transit, and statewide planning strategies and outcomes. This includes mutual consideration of visions and priorities articulated in each entity's transportation planning documents and project identification processes.

**4.1.3** MTP amendments are generally undertaken for purposes that include, but are not limited to adding, deleting, significantly changing a regionally significant project, or changing a project between scheduled MTP updates to maintain no less than a 20- year planning horizon as of the effective date of the MTP. The effective date is the date of MTP adoption. BFCG will ensure that MTP amendments adhere to relevant federal planning requirements and are developed and adopted through the metropolitan transportation

planning process. When BFCG determines that an update of the MTP is necessary, it will notify WSDOT and Ben Franklin Transit in writing. This notification shall include information regarding both the update process and the schedule that BFCG intends to follow. BFCG will consult and coordinate with WSDOT and Ben Franklin Transit as it develops potential modifications to the MTP. After the BFCG Board's approval of such plan updates, BFCG will notify and transmit to WSDOT and Ben Franklin Transit in writing of the final Board approved MTP.

#### **4.2 Statewide Plans**

The State of Washington also develops plans, including statewide transportation plans, in compliance with federal regulations in order to receive particular federal funds. These plans include:

- a) The Long-Range Statewide Transportation Plan that the Washington State Department of Transportation is committed to update as per the stewardship agreement with the Federal Highway Administration and the Federal Transit Administration. This plan is a requirement that allows the state to receive federal surface transportation funds for cities, counties, and state highways;
- b) The Strategic Highway Safety Plan (Target Zero) that is developed in cooperation with Target Zero partners, including the Washington State Traffic Commission, the Washington State Patrol, and the Washington State Department of Transportation. It is necessary for this plan to comply with regulations from the Federal Highway Administration, for the state to be eligible to receive federal funds for highway safety improvements; and
- c) The State Rail Plan that is developed by the Washington State Department of Transportation in compliance with the Federal Rail Administration regulations. This plan is a requirement that allows the state to receive federal funds for freight rail improvements.

**4.2.1** When WSDOT determines that an update or modification to a portion of these statewide plans, policies and performance measures and targets that specifically relates to the BFCG MPA is necessary, it will notify BFCG in writing. This notification will include information regarding both the process and schedule WSDOT intends to follow. WSDOT will consult and coordinate with MPOs, including BFCG, and with Ben Franklin Transit during this process to assure continued consistency with the MTP. Upon approval of such updates, WSDOT will formally notify BFCG in writing of the final content of the updates.

**4.2.2** WSDOT and BFCG will ensure that all statewide transportation plan components and elements that relate to the BFCG MPA and the region's MTP shall be consistent. WSDOT agrees that the statewide transportation plan, in relation to the BFCG MPA, shall be developed in cooperation with BFCG, as required by 23 CFR 450.214(f). The state-owned component of the highway system plan, which includes preservation, maintenance, operations, safety and capacity improvement elements for state owned facilities shall serve as the basis for WSDOT's 10-year Capital Improvement and Preservation Program (CIPP) and WSDOT's two (2) year biennial budget request to the legislature pursuant to RCW 47.06.050.

#### **4.3 Congestion Management Process**

BFCG, as a Transportation Management Area (TMA), pursuant to 23 CFR 450.320 and 23 CFR 500.109, is required to address congestion management through a process that provides for safe and effective integrated management and operation of the multimodal transportation system, based on a cooperatively developed and implemented metropolitan-wide strategy. As part of this process, BFCG agrees to cooperatively develop and implement a metropolitan-wide strategy. The BFCG shall establish methods to collect and monitor data and report this data at least annually. BFCG will define the congestion management objectives and performance measures in consultation with WSDOT, Ben Franklin Transit and metropolitan local agencies.

**4.3.1** WSDOT and Ben Franklin Transit agree to provide available data to BFCG in support of this process. WSDOT and BFCG will consider the information resulting from their respective management process activities to the maximum extent practicable, in developing and updating the statewide multimodal transportation plan and the MTP. Such plans will be used by the Parties to inform project selection decisions for updating the state transportation improvement program (STIP) and the TIP. WSDOT agrees to cooperate with BFCG in the development and implementation of other required or optional management systems or processes under state responsibility as required by law or agreement.

#### **4.4 Local Coordinated Human Services Transportation Plan (HSTP)**

The Parties shall ensure coordination and consistency between the local coordinated Human Services Transportation Plan (HSTP) and other statewide and regional planning processes as set forth in 23 CFR part 450 and 49 CFR part 613. BFCG shall lead the development of the HSTP in partnership with Ben Franklin Transit and other providers of human services transportation.

#### **4.5 Roadway Functional Classification**

BFCG agrees to assist WSDOT in developing and maintaining the FHWA Functional Classification system, and to provide comments to WSDOT regarding requests from local agencies to designate a roadway or to change the designation of a roadway pursuant to applicable guidelines. WSDOT shall consider comments from BFCG and shall give consideration to criteria consistent with RCW 47.05.021 and federal regulations relating to the functional classification of highways. BFCG's staff, TAC and PAC will review local agency roadway reclassification requests and provide a recommendation to the BFCG Board for its written approval. Subject to approval by the BFCG Board, BFCG staff shall submit a functional classification request package to WSDOT for action.

#### **4.6 Transportation Planning Studies and Project Development**

The Parties agree to cooperate on the identification, conduct, and completion of major corridor and subarea studies to assure effective integration of long- and short-range planning and to refine the MTP, as consistent with the provisions of 23 CFR 450.212 and 23 CFR 450.318. The Parties also agree to coordinate in identifying project planning needs as part of BFCG's Unified Planning Work Program development process.

**4.6.1** The Parties agree to enter into additional work agreements, when needed, to complete mutually identified transportation planning studies and project development activities.

#### **4.7 Procedures for Reviewing Mutual Plans**

The Parties agree to review and provide comments as appropriate on mutual plans. The purpose of this review is not part of a formal approval process, but rather to help ensure regional consistency. The Parties agree to work cooperatively to address discrepancies when they are identified.

#### **4.8 Performance Management**

Performance management will transform the regional transportation system and will provide a means to the most efficient investment of Federal transportation funds through performance-based planning and programming. The BFCG shall establish performance measures and targets in the MTP in consultation with WSDOT and Ben Franklin Transit in accordance with 23 USC 150(c) and (d). Selection of performance measures and targets shall be coordinated with WSDOT and Ben Franklin Transit to the maximum extent practicable. The Parties agree to share performance information and data on a periodic basis to report regional transportation system performance in accordance with 23 USC 150(e).

### **SECTION 5: TRANSPORTATION PROGRAMMING**

#### **5.1 Transportation Improvement Program (TIP)**

The BFCG, in cooperation with WSDOT and Ben Franklin Transit, is responsible for developing, adopting and maintaining an approved four-year regional TIP pursuant to 23 CFR 450.324. The TIP must include but is not limited to all projects that have been approved and programmed by BFCG for federal funding and projects with committed federal funds after having been found consistent with applicable state and federal planning requirements, and also after having been found consistent with the MTP. Upon approval by the BFCG Board and the Governor, WSDOT shall include the TIP without change, directly or by reference, into the State Transportation Improvement Program as required under 23 USC 135.

The TIP shall contain all regionally significant, non-capital surface transportation projects requiring an action by FHWA or the FTA, whether or not the projects are to be funded under title 23 USC or title 49 USC. For public information, the TIP shall include all regionally significant projects proposed to be funded with federal funds other than those administered by the FHWA and FTA, as well as all regionally significant projects to be funded with non-Federal funds. The four (4) year regional TIP must be financially constrained to those funds that are available or reasonably expected to be available during that timeframe.

As applicable, the TIP should include reporting on performance and implementation results relative to MTP performance goals, measures and targets.

**5.1.1** At least every two (2) years, BFCG shall cooperatively develop and/or update a regional four (4) - year TIP for all federally funded projects and regionally significant transportation projects regardless of funding source. BFCG shall develop the TIP through a cooperative process involving WSDOT and Ben Franklin Transit. In accordance with federal regulation, the development of BFCG's TIP will also be coordinated with other interested parties, per BFCG's Public Participation Plan. BFCG's TIP shall be provided to WSDOT in October of the given BFCG TIP-update year, for incorporation into the STIP pursuant to 23 CFR 450.216 (b).

**5.1.2** WSDOT shall work cooperatively with BFCG in recommending programming and project selection for state transportation projects eligible for federal funding under WSDOT's project selection responsibility, for inclusion in BFCG's TIP pursuant to 23 CFR 450.330 (c). The TIP as approved by the Secretary of Transportation as delegated by the Governor shall be included in the STIP.

**5.1.3** Recommendations for WSDOT's programming of state highway components in the TIP shall be based on statewide transportation plans and area/corridor specific studies and shall be consistent with and implement the MTP.

**5.1.4** Recommendations will be made by Ben Franklin Transit for programming of transit system components and shall be consistent with Ben Franklin Transit's most recent Capital Improvement Program as adopted by Ben Franklin Transit Board of Directors, or as otherwise provided by Ben Franklin Transit.

**5.1.5** WSDOT and Ben Franklin Transit agree to provide BFCG its estimate of available federal and state revenue that can be utilized in developing the TIP. The Parties agree to work cooperatively to develop final estimates of funds that are reasonably expected to be available to support the TIP (23 CFR 450.324 (h)), as defined in Section 7.2-Financial Planning.

## **5.2 (STIP)**

STIP is a four year, fiscally constrained, prioritized program of transportation projects, compiled from local and regional plans, along with the long range statewide multimodal transportation plan. These projects have been identified through state, regional and local planning processes, as the highest priority for the available funding to preserve and improve the state's transportation network.

**5.2.1** WSDOT is responsible for developing the STIP and for incorporating the TIP (and subsequent amendments) into the STIP on a timely basis. WSDOT agrees to work cooperatively with BFCG and Ben Franklin Transit in developing reasonable financial principles, revenue forecasts, and information for the STIP.

**5.2.2** WSDOT agrees to coordinate with FHWA and FTA to develop and adopt procedures and criteria for incorporating STIP and TIP amendments and administrative modifications into the STIP. BFCG agrees to develop and document procedures, criteria, and schedules for amendments and administrative modifications that are consistent with the WSDOT, FHWA, and FTA approved criteria and schedule. WSDOT agrees to transmit STIP related policies, criteria, procedures and schedules to BFCG on a timely basis.

**5.2.3** BFCG agrees to submit requests for STIP/TIP amendments and administrative modifications to WSDOT via the web based STIP. On a monthly basis from January through October, WSDOT agrees to compile the projects submitted by BFCG and to submit them to FHWA and FTA for approval.

### **5.3 Annual Listing of Federal Obligations**

The Parties agree to work cooperatively to develop an annual listing of projects within BFCG's MPA boundary for which federal transportation funds were obligated in the preceding program year. This requirement applies to projects funded with federal funding sources.

**5.3.1** WSDOT and Ben Franklin Transit agree to provide BFCG with all project obligation reports within forty five (45) calendar days of the end of the transportation program year, which is the end of the calendar year. BFCG agrees to coordinate directly with the WSDOT Highway and Local Programs regarding designated regional fund obligation administration and reporting. BFCG will publish the annual listing and make it available to WSDOT, Ben Franklin Transit, and the public on BFCG's website, and announced in BFCG's monthly newsletter within ninety (90) calendar days of the end of such program year.

### **5.4 BEN FRANKLIN TRANSIT**

#### **Program of Projects**

As the designated recipient for the BFCG MPA, Ben Franklin Transit is the entity designated by the Governor of Washington to receive and apportion federal funds for the UZA under Title 49 USC.

**5.4.1** As the designated recipient for FTA funds, Ben Franklin Transit is responsible for developing a program of projects for apportioned FTA funds in the UZA, in a manner that is consistent with the requirements of the United States Code and the Code of Federal Regulations (Program of Projects). Annually, Ben Franklin Transit will provide BFCG with its recommended Program of Projects for inclusion in the TIP. Ben Franklin Transit will notify BFCG of its intended use of FTA funds apportioned to Ben Franklin Transit under 49 U.S. sections 5307, 5310 and 5339 (applicable federal sections) for the upcoming calendar year. Ben Franklin Transit will utilize a public participation process that complies with 49 USC 5307(b) in developing its Program of Projects.

## **SECTION 6: PUBLIC INVOLVEMENT**

### **6.1 BFCG Public Participation Plan**

BFCG will proactively develop, adopt, periodically update and implement a public participation plan, including a Public Involvement Policy, in accordance with 23 USC 134 (i) (5) and 23 CFR 450.316. To coordinate effective planning and programming activities, the Parties to this AGREEMENT shall, to the maximum extent practicable, coordinate their public information efforts and seek joint opportunities for public involvement.

### **6.2 BEN FRANKLIN TRANSIT Public Participation Plan**

Ben Franklin Transit will use its own public participation policy in its transportation planning process to provide citizens, affected public agencies, and all interested Parties with reasonable opportunity to be involved in the public transportation planning process and to review and comment at key decision points as specified in 23 CFR 450.316. Ben Franklin Transit agrees, to the maximum extent practicable, to coordinate its outreach activities related to transit planning with BFCG and WSDOT.

### **6.3 WSDOT Public Participation**

WSDOT will develop and use a documented public involvement process that provides opportunities for public review and comment at key decision points, as required to comply with 23 CFR 450.210. To coordinate effective planning and programming activities, WSDOT, to the maximum extent practicable, will coordinate public information efforts with BFCG and Ben Franklin Transit, and seek joint opportunities for public involvement.

## **SECTION 7: FINANCIAL PLANNING AND FUNDING**

### **7.1 Distribution of Planning Funds**

In consultation with BFCG, WSDOT agrees to develop, implement, and periodically review a transparent process for the distribution of FHWA and FTA planning funds to BFCG. BFCG agrees to work cooperatively with WSDOT in this process. WSDOT agrees to coordinate with FHWA and FTA to develop procedures for the efficient and timely transfer of funds to BFCG.

**7.1.1** As provided under 23 USC 104(f) (4) (A) WSDOT has the responsibility to allocate the FHWA Metropolitan Planning (PL) grant funds to MPOs. As required by 23 CFR 420.109, WSDOT shall make all PL funds authorized by 23 U.S.C. 104(f) available to BFCG in accordance with a formula developed by WSDOT, in consultation with the MPOs, and the allocation approved by the FHWA Division Administrator.

**7.1.2** WSDOT also has the responsibility under 49 USC 5305(d) (2) to allocate the FTA Metropolitan Planning 49 USC 5303 grant funds to BFCG. Amounts apportioned to WSDOT shall be made available no later than thirty (30) calendar days after the date of apportionment to the MPO under a formula that considers the population of urbanized areas; and provides an appropriate distribution for urbanized areas to carry out a cooperative planning process. WSDOT shall develop the formula in cooperation with MPOs, including BFCG; and, the allocation with approval by FTA.

## **7.2 Financial Planning**

A "Financial Plan" is documentation to be included with a MTP, and TIP that demonstrates the consistency between reasonably available and projected sources of federal, state, local and private revenues, and the costs of implementing proposed transportation system improvements (23 CFR 450.104).

**7.2.1** Federal requirements for financial planning are defined in 23 CFR 450.314 (metropolitan planning agreements), 23 CFR 450.322 (development and content of the metropolitan transportation plan), 23 CFR 450.324 (development and content of the transportation improvement program), and 23 CFR 450.332 (annual listing of obligated projects). The Parties agree to cooperatively develop and share information related to the development of financial plans to support these activities.

**7.2.2** In preparing the financial plan, BFCG shall take into account all projects and strategies proposed for funding under 23 USC, title 49 USC Chapter 53 along with other Federal, State, local and private fund sources. The Parties agree to work cooperatively to develop estimates of revenue that demonstrate financial constraint for the MTP and the TIP. BFCG agrees to develop and maintain procedures and methodologies, in cooperation with Ben Franklin Transit and WSDOT, for generating revenue forecasts that are consistent with federal guidance for financial forecasting. WSDOT agrees to provide historical information regarding funding levels and expenditures by county area and available forecasts of future state and federal revenues. Ben Franklin Transit agrees to provide historical information and forecasts for future funding. In the event that WSDOT and Ben Franklin Transit provide disparate assumptions for the future availability of federal funds, the Parties agree to work cooperatively to determine a consistent forecasting methodology that demonstrates financial constraint.

## **7.3 Funding Accountability**

BFCG is responsible for programming all projects that receive federal funds and all regionally significant projects. The Parties agree to work cooperatively to ensure that BFCG selects projects for funding based on regional priorities and consistent with the MTP. WSDOT agrees to provide quarterly updates on the delivery of funds programmed by BFCG. BFCG agrees to develop, implement, and periodically review strategies to ensure delivery of programmed funds within its programming area.

## **7.4 Sub-allocation of Federal Funds**

BFCG is responsible for selecting and programming projects from specified federal funds that are sub-allocated to BFCG by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with BFCG and other MPOs statewide. WSDOT agrees to develop, implement, and periodically review an accounting process for sub-allocating Surface Transportation Program STP, Congestion Management, Transportation Alternatives (TA), and/or other funds that are designated by the federal government to be sub-allocated to MPOs. As part of this process, WSDOT agrees to provide to BFCG a transparent accounting of how much funding is received by WSDOT in total and annually, and all the steps applied to get to the regional allocations.

**7.4.1** For federal funds where Ben Franklin Transit is the designated recipient as determined by the Governor of Washington, Ben Franklin Transit agrees to administer the sub-allocation of said funds to local municipalities and subdivisions of the State of Washington consistent with the STIP.

## **SECTION 8: MISCELLANEOUS PROVISIONS**

### **8.1 Replacement Clause**



This AGREEMENT fully supersedes and replaces the Benton-Franklin Council of Governments Metropolitan Planning Organization Memorandum of Understanding for cooperatively carrying out transportation planning and programming in the metropolitan area between BFCG, WSDOT and Ben Franklin Transit dated June 22, 2006.

## **8.2 Dispute Resolution**

In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes resolution board (DRB), these three members shall select a fourth (neutral) board member not affiliated with any of the Parties. The DRB shall conduct a dispute resolution hearing that shall be informal, non-binding, and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the fourth DRB member; however, each Party shall be responsible for its own costs and fees.

## **8.3 Amendments and Modifications**

Any Party may request changes to this AGREEMENT at any time by written notice to the other Parties. Such changes as are mutually agreed upon by and between the Parties shall be incorporated by written amendment to this AGREEMENT.

## **8.4 Severability**

If any of the provisions of this AGREEMENT are held to be illegal, invalid or unenforceable, all other provisions shall remain in full force and effect.

## **8.5 Execution and Term**

This AGREEMENT, including any amendments incorporated into the AGREEMENT, shall remain in full force and effect for five (5) years unless terminated by a Party's governing body, which termination may be for cause or convenience and shall take effect immediately upon execution by the last signing Party. Any official notifications between the Parties to this AGREEMENT that would substantially affect the terms or conditions of this AGREEMENT shall be directed to the Agreement Managers as noted below:

Washington State Department of Transportation  
Attn: Lynn Peterson, Secretary of Transportation  
P.O. Box 47316  
Olympia, WA 98504-7316

Benton-Franklin Council of Governments (BFCG)  
Attn: Brian Malley, Executive Director  
1622 Terminal Drive  
Richland, WA 99354

Ben Franklin Transit  
Attn: Gloria Boyce, Acting Temporary General Manager  
Maintenance, Operations & Administration  
1000 Columbia Park Trail  
Richland, WA 99352

## **8.6 Authority to Sign**

The signatories below represent that they have authority to sign this AGREEMENT and bind their respective entities thereto.

## **8.7 Recitals**

The recitals are hereby incorporated into this AGREEMENT.



# Memorandum

---

Date: November 13, 2025

To: Thomas Drozt, Chief Executive Officer

From: Mackenzie Miller, Director of Human Resources and Labor Relations

Re: Resolution 39-2025 Authorizing Board Approval of Personnel Policy Changes

## **Background**

In 2023, the Agency implemented a comprehensive Employee Handbook encompassing all personnel policies. Since joining the Agency in August 2024, Mr. Drozt has identified several key policies that would benefit from revision. This memorandum seeks the Board of Directors' approval to update select personnel policies.

1. Policy #4.6 - Scheduling and Timekeeping: Revised to remove language allowing Exempt employees to leave work up to 3 hours and 59 minutes early without using General Leave. The updated policy promotes greater flexibility and trust in managing Exempt employee schedules.
2. Policy #4.9 - Remote Work: Expanded to allow for broader flexibility in approving occasional temporary work-from-home arrangements. All work from home arrangements must be short in nature and have an end date.
3. Policy #9.1 - General Leave: Amended to allow non-represented employees the opportunity to cash out General Leave once per quarter, rather than twice per year.
4. Policy #9.3 - Holidays: Updated to ensure non-represented employees receive holiday pay in accordance with their regular work schedules, rather than defaulting all employees to a 5/8 schedule.

The proposed updates primarily focus on fostering a workplace culture that supports work-life balance and reinforces professional trust between employees and their managers.

## **Recommendation**

Staff recommends the Board of Directors rescind the aforementioned policies in their entirety and approve Resolution 39-2025 adopting the policy revisions.

Forward as presented:

---

Thomas Drozt, Chief Executive Officer

**BEN FRANKLIN TRANSIT  
RESOLUTION 39-2025**

**A RESOLUTION APPROVING THE BEN FRANKLIN TRANSIT EMPLOYEE HANDBOOK  
DATED MARCH 2024**

- WHEREAS, In 2023, the Agency implemented a comprehensive Employee Handbook encompassing all personnel policies. Since joining the Agency in August 2024, Mr. Drozt has identified several key policies that would benefit from revision. This memorandum seeks the Board of Directors' approval to update select personnel policies; and;
- WHEREAS, Policy #4.6 - Scheduling and Timekeeping: Revised to remove language allowing Exempt employees to leave work up to 3 hours and 59 minutes early without using General Leave. The updated policy promotes greater flexibility and trust in managing Exempt employee schedules; and;
- WHEREAS, Policy #4.9 - Remote Work: Expanded to allow for broader flexibility in approving occasional work-from-home arrangements; and;
- WHEREAS, Policy #9.1 - General Leave: Amended to allow non-represented employees the opportunity to cash out General Leave once per quarter, rather than twice per year; and;
- WHEREAS, Policy #9.3 - Holidays: Updated to ensure non-represented employees receive holiday pay in accordance with their regular work schedules, rather than defaulting all employees to a 5/8 schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE BEN FRANKLIN TRANSIT BOARD OF DIRECTORS THAT:

1. The aforementioned policies have been updated.

APPROVED AT A REGULAR BEN FRANKLIN TRANSIT BOARD OF DIRECTORS meeting held Thursday, November 13, 2025, at 1000 Columbia Park Trail, Richland, Washington.

ATTEST:

\_\_\_\_\_  
Pauline Escalera, Clerk of the Board

\_\_\_\_\_  
Will McKay, Chair

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Jeremy J. Bishop, Legal Counsel

## Schedules and Timekeeping

<b>POLICY:</b>	Schedules and Timekeeping	<b>Updated by:</b>	Mackenzie Miller, Director of Human Resources and Labor Relations
<b>Version:</b>		<b>Approved by:</b>	Thomas Drozt, CEO
<b>Date:</b>	November 15, 2025	<b>Approved:</b>	
<b>Policy #:</b>	4.6	<b>Forms:</b>	NA

### POLICY

All employees are expected to be at their designated on-site work area ready to perform their work during their scheduled working times.

BFT complies with federal and state laws regarding meal and rest breaks. Employees should review BFT's meal and rest breaks policy for further information.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours, which may be scheduled each day and week

### Nonexempt Employees

BFT hourly employees are expected to report all hours worked and time off accurately and honestly. Failing to report time off or hours worked accurately, altering or falsifying records, entering timekeeping for others, or other unacceptable/improper conduct will subject an employee to disciplinary action, up to and including termination.

Employees who are classified as nonexempt must accurately record their time worked each day, arrival, departure, meal break times, and rest break times. Nonexempt employees must record all hours worked in BFT's authorized timekeeping system daily/weekly for payroll and benefit purposes. Nonexempt employees are required to record all hours worked in BFT's designated timekeeping system as well as hours of absence from work for reasons such as leaves of absence, holidays, vacation leave, or personal business. No time should be left unaccounted for. Supervisors and HR/Payroll staff are the only individuals authorized to change or correct entries.

Management approval for any leaves must be obtained in writing on the approved electronic form AND be reflected in BFT's designated timekeeping system. Time off entered in BFT's timekeeping system is subject to audit and must match time off request forms.

At the end of the week, it is the employee's responsibility to verify their entries and approve their time; the system then sends it to their supervisor for approval. This must be completed on the last day of the week the employee works, and by no later than each Monday at 8:00



## **Schedules and Timekeeping**

a.m. to process the employees' payroll. Supervisors must approve the timesheets by 9:00 a.m. Monday. If an employee believes there is an error in their timesheets, they must immediately notify their supervisor or HR.

## **Schedules and Timekeeping**

### **Requesting Time Off**

Requests for planned or foreseeable time off needs (vacation, leaves of absence for appointments, etc.) must be made in writing or entered in BFT's electronic request for time off in advance or as soon as the need is known. For jury duty, a copy of the summons must be uploaded/provided.

Military orders must be provided to BFT's payroll office in order to receive paid time off for military-related exigencies.

For unforeseeable absences (sickness, emergency), employees must notify their supervisor of their absence as soon as practicable (either via telephone or in writing). Additionally, an electronic form must be filled out and submitted for approval as soon as the employee returns to work.

All requests for time off must be made in writing using the approved electronic format. Employees are not authorized to take time off until the time requested has been approved. Time off entered in BFT's timekeeping system is subject to audit and should match time off request forms.

### **Exempt Employees**

Employees who are classified as exempt are expected to report days worked and time off accurately and honestly. In addition, employees are expected to be at their assigned work area and ready to work at their assigned schedule, which must coincide with normal hours of operation.

Exempt employees are paid an established monthly or annual salary and are expected to fulfill the duties of their positions regardless of the number of hours worked. This means employees may be required to work additional time to get tasks done, during emergencies, outside of regular business hours such as evenings or weekends, or may need to be available for events outside of standard business hours.

The normal schedule for all exempt salaried employees is 8:00 a.m. to 5:00 p.m. 5 days/40 hours per week (typically Monday through Friday but may vary). Alterations to the normal schedule must be approved in advance. Employees who take time off on scheduled workdays must utilize General Leave. Failing to report time off accurately, falsifying records, or other unacceptable/improper conduct will subject an employee to disciplinary action, up to and including termination.

The Agency permits exempt employees to flex their schedules on a case-by-case basis, with prior approval from their manager. While exempt employees are generally expected to fulfill the full scope of their duties regardless of specific hours worked, regular patterns of late arrivals or early departures that impact business operations or performance may be addressed through performance management or corrective action, as appropriate. It is BFT policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA)

## **Schedules and Timekeeping**

and applicable state law. BFT prohibits any deductions from pay that violate the FLSA or applicable state law.



## Remote Work

<b>POLICY:</b>	Remote Work	<b>Updated by:</b>	Mackenzie Miller, Director of Human Resources and Labor Relations
<b>Version:</b>	2	<b>Approved by:</b>	Thomas Drozt, CEO
<b>Date:</b>	November 15, 2025	<b>Approved:</b>	
<b>Policy #:</b>	4.9	<b>Forms:</b>	NA

### POLICY

BFT employees are expected to work in the office. BFT will consider an employee's eligibility to work remotely on a case-by-case basis pursuant to established guidelines. These guidelines outline the procedures, responsibilities, and requirements for remote work to ensure a productive and effective work environment while maintaining BFT's standards and security.

Employees may request to work remotely, which will be approved on a case-by-case basis by the employee's department head and the CEO. Eligibility criteria may include the business need for the employee to work remotely, duration of the request, qualifying reason, nature of the job, and the ability to meet job requirements remotely.

- **Duration:** All remote work arrangements must have a start and end date. Remote work should be short term in nature and are not long-term arrangements.
- **Work Hours:** Employees should maintain their regular work schedule and be available during their core working hours unless alternative arrangements are approved by their department head.
- **Availability:** Employees must be reachable during working hours via phone, email, and other communication tools.
- **Workspace:** Employees should maintain a dedicated and safe workspace in their home environment which is free from distractions and ergonomically suitable for work.
- **Childcare:** Employees with young children are required to have childcare arrangements while working from home.
- **Equipment and Security:** Employees are responsible for ensuring the security of BFT owned equipment and data. All BFT property must be used in compliance with BFT's IT security policies.
- **Attendance and Leave:** Regular attendance and adherence to BFT's leave, time off, and meal and rest period policies apply to employees who are temporarily working from home.
- **Expenses:** Employees will not incur additional expenses related to remote work without prior approval. BFT may reimburse reasonable expenses incurred while working remotely, subject to BFT policy.

BFT reserves the right to terminate or modify remote work arrangements at any time.



**BEN FRANKLIN**  
**TRANSIT**

## **Remote Work**

Failure to comply with this remote work policy may result in the revocation of remote work privileges and other disciplinary actions, up to and including termination of employment.

## General Leave

<b>POLICY:</b>	General Leave	<b>Updated by:</b>	Mackenzie Miller, Director of Human Resources and Labor Relations
<b>Version:</b>		<b>Approved by:</b>	Thomas Drozt, CEO
<b>Date:</b>	November 15, 2025	<b>Approved:</b>	
<b>Policy #:</b>	9.1	<b>Forms:</b>	NA

### POLICY

General Leave (GL) benefits provide all non-represented employees with paid time off (PTO). The program is designed to provide employees with personal flexibility regarding the use of this benefit. GL can be used for vacations, personal business, sick days, or for health-related time away from work. Although GL may be used to cover time off for personal reasons, there is no legal protection for using regular GL for purposes that are not protected under applicable laws.

### Eligibility

All employees are eligible to accrue GL and begin accruing GL on their first day of employment. Upon completion of 90 days of employment, employees are vested in GL and may use GL hours accrued to their account.

### Accrual

GL accrues for every hour worked, based on length of service as shown in the following table:

Total General Leave Benefit Years of Service	Total Hours	Total Days	General Leave Accrual
0 - 5 years	236	29.50	0.11346
6 - 10 years	256	32.00	0.12308
11 - 15 years	276	34.50	0.13269
16 - 20 years	296	37.00	0.14231
21 - 25 years	316	39.50	0.15192
26 + years	336	42.00	0.16154

## **General Leave**

Full-time exempt employees accrue GL at a rate based on working 2080 hours per year and, therefore, will accrue the “Total Hours” identified above, regardless of total hours worked. Part-time exempt employees shall accrue GL on a pro rata basis, based on their part-time status (e.g. a 0.5 exempt FTE will accrue ½ of the “Total Hours” identified above). Nonexempt employees accrue leave based on actual hours worked and, therefore, may accrue more or less hours of GL than the “Total Hours” identified in the above table, based on actual hours worked.

### **Usage**

Exempt employees are expected to use General Leave (GL) for full-day absences. Partial-day absences may be flexed within the same workweek, in coordination with the employee’s manager, consistent with FLSA requirements. Nonexempt employees may take GL in increments as small as 15 minutes. Actual time worked must be reflected in the timecard.

Employees must notify their supervisor of their need to use GL ideally 7 days in advance, verbally or in writing, when the need to use GL is foreseeable. For unforeseeable absences, employees must notify their supervisor as soon as practicable. Patterns of abuse will be subject to discipline, up to and including termination of employment.

### **Carry Over**

Full-time employees may carry over a maximum of 320 hours of GL from year to year. At the end of each calendar year, any accrued, unused GL more than 320 hours will be automatically cashed out, reducing the balance to 320 hours. GL accruals may continue beyond 320 hours throughout the year, but any hours above the 320-hour limit will be subject to automatic cash-out with the final paycheck in December.

Part-time employees may only carry over 40 hours of accrued at their employment anniversary. Any part-time employees who have an excess of 40 hours of at their employment anniversary will forfeit those hours.

### **Cash Out**

In addition to the above, full-time employees may voluntarily request their GL be cashed out once per quarter. Employees may cash out their GL at any time during the quarter. For the purpose of this policy a quarter is defined as January through March, April through June, July through September, and October through December. All approved cash out requests must be submitted to Payroll at [payroll@bft.org](mailto:payroll@bft.org) by the Friday, before the week the pay period begins. Incomplete forms will not be processed. A GL cash-out will not be granted if it lowers the available balance below 40 hours.

Upon separation of employment, employees shall be compensated for GL accrued and unused to the date of separation. All unused, earned, and accrued GL shall be paid to the employee on their

## General Leave

final  
paycheck. GL cash-outs will be subject to all applicable wage withholdings.

### Authorization

Use of GL is either scheduled or unscheduled, as defined below. GL usage that does not comply with the criteria within these provisions will be considered an unscheduled absence and may result in corrective action, up to and including termination, unless otherwise protected by law. When use of GL for unexcused absences occurs, it does not indicate approval of the absence.

### Scheduled

Requests for scheduled GL must be submitted as soon as the need is known, but no later than 7 days prior to the requested leave date. The manager may approve or deny the request based on (1) the department workload; and (2) the types of leave taken. Employees taking leave for a protected purpose will be granted leave in accordance with applicable laws and regulations.

Obtaining prior approval constitutes an authorized scheduled leave. Preventative health and dental appointments are expected to be scheduled in advance in accordance with the provisions above to the greatest extent possible.

### Unscheduled

Employees who are unable to report to work due to an unscheduled absence must contact their direct manager or supervisor as soon as practicable; ideally within two (2) hours of the beginning of their scheduled work shift. Unscheduled GL is available for employees to take leave for personal illness or non-work-related physical disability.

Except for GL used concurrently with or in place of other protected leave (FMLA leaves, ADA accommodation, paid sick leave, etc.), excessive unscheduled use of GL may be a basis for consideration in performance evaluations and/or corrective action, up to and including termination, unless otherwise protected by law.

For unforeseeable absences (sickness, emergency), an electronic form must be filled out and submitted for approval as soon as the employee returns to work.

### Unpaid Leave

Employees must exhaust all accrued, unused GL prior to requesting an unpaid leave of absence.

A request for unpaid leave is not a guarantee, and requests for unpaid leave greater than five (5) days must be approved by the department head or their designee. .

All requests for time off must be made in writing using the approved electronic format.

## General Leave

Time off entered in Fleet-Net is subject to audit and should match time off request forms. Employees are responsible for the completeness and accuracy of their timecards.

### Cancellations

. Employees may cancel their time off request if they determine not to take their leave. Ideally, employees should request to cancel their time off within 24 hours of their scheduled time-off. If an employee works after failing to submit a timely cancellation, they must notify their supervisor and HR so that any charged time-off may be corrected. Repeated failures to timely cancel GL may result in disciplinary action, up to and including termination. Exceptions to this policy may only be approved by the CEO.

### Washington Paid Sick Leave Notice/Usage

BFT is proud to offer its employees GL that exceeds the minimum requirements under Washington's Paid Sick Leave laws. GL utilized by employees shall be protected by Washington's Paid Sick Leave laws when it is used to care for themselves or a family member experiencing any of the following:

- Mental or physical illness, injury or health condition,
- To diagnose, care for, or treat a mental or physical illness, injury or health condition,
- To receive medical care,
- For leave that qualifies under the state's Domestic Violence Leave Act,
- If an employee's workplace, or their child's school or place of care, has been closed by order of a public official for a health-related reason;
- Beginning July 27, 2025, employees may use sick leave for judicial or administrative immigration proceedings involving the employee or a family member.

A "family member" includes the following, when using sick leave:

- Child (biological, adopted, foster, stepchild, etc.), regardless of age or dependency status,
- Parent (biological, adopted, foster, stepchild, etc.), or the parent of the employee's spouse or registered domestic partner,
- Spouse or registered domestic partner,
- Grandparent,
- Grandchild,
- Sibling.

### Verification

## **General Leave**

BFT reserves the right to seek verification of the need for GL used for sick leave purposes for leave exceeding three (3) consecutive days.

### **Retaliation**

BFT will not retaliate against employees for exercising their Paid Sick Leave rights.

### **Reinstatement of GL**

If an employee is rehired within 12 months of separation, the employee will not be required to wait another 90 calendar days to use their accrued, unused GL for paid sick leave purposes if the employee met that requirement during the previous period of employment. Additionally, BFT will reinstate accrued, unused, GL for any employee that is rehired within 12 months of separation and did not otherwise cash out accrued, unused, GL upon termination.



## Holidays

<b>POLICY:</b>	9.3	<b>Updated by:</b>	Mackenzie Miller, Director of Human Resources and Labor Relations	
<b>Version:</b>		<b>Approved by:</b>	Thomas Drozt, CEO	
<b>Date:</b>	November 15, 2025	<b>Approved:</b>		
<b>Policy #:</b>		<b>Forms:</b>	NA	

## POLICY

BFT recognizes the federal observance calendar and closes for operation on the following six (6) holidays:

1.	New Year's Day	January 1
2.	Martin Luther King Day	Third Monday in January (Nonrepresented employees only) NEW
3.	Memorial Day	Last Monday in May
4.	Independence Day	July 4
5.	Labor Day	First Monday in September
6.	Thanksgiving Day	Fourth Thursday in November
7.	Day after Thanksgiving	Friday immediately following Thanksgiving (Nonrepresented employees only) NEW
8.	Christmas Day	December 25

## ELIGIBILITY AND PAY

All employees that work thirty (30) hours a week or more according to their regular schedule are eligible for holiday pay. Employees that work less than thirty (30) hours a week according to their regular schedule are not eligible for holiday pay. Employees who are on scheduled leave (including General Leave, PFML, FMLA, or any other paid or unpaid leave of absence) will not be entitled to Holiday Pay in place of their scheduled leave.

**Employees will receive holiday pay according to their regular schedule** (e.g. employees who work 30 hours a week on their regular schedule will receive 6 hours of holiday pay and employees who work 40 hours a week on their regular schedule will receive 8 hours of holiday pay). Holiday pay does not constitute "hours worked" for the calculation of overtime.

Exempt employees who work on a holiday, the employee will accrue equivalent hours into their General Leave (GL) account. Non-exempt employees who work on a holiday will be paid holiday pay in addition to their regular wages for hours worked.



# Memorandum

---

Date: November 13, 2025

To: Thomas Drozt, Chief Executive Officer

From: Mackenzie Miller, Director of Human Resources and Labor Relations

Re: Resolution 40-2025 Authorizing the Chief Executive Officer to Approve Policy Changes

## **Background**

To ensure timely and efficient management of agency operations. This policy delegates to the Chief Executive Officer (CEO) the authority to develop, implement, and maintain agency policies that support effective transit operations and organizational management.

As an example, the aforementioned employment policies, procurement procedures (not including CEO spending threshold), and transit operations policies.

This policy authorizes the CEO to establish, amend, and rescind personnel, administrative, and operational policies as necessary to carry out the agency's mission and ensure compliance with all applicable laws, regulations, and collective bargaining agreements.

## **Recommendation**

Staff recommends the Board of Directors approve Resolution 40-2025.

Forward as presented:

---

Thomas Drozt, Chief Executive Officer

**BEN FRANKLIN TRANSIT  
RESOLUTION 40-2025**

**A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO APPROVE POLICY  
CHANGES**

WHEREAS, The Board of Directors authorizes the CEO to establish, amend, and approve personnel and operational policies.

NOW, THEREFORE, BE IT RESOLVED BY THE BEN FRANKLIN TRANSIT BOARD OF DIRECTORS THAT:

The Ben Franklin Transit Board of Directors authorizes the Chief Executive Officer to establish, amend, and approve personnel and operational policies.

APPROVED AT A REGULAR BEN FRANKLIN TRANSIT BOARD OF DIRECTORS meeting held Thursday, November 13, 2025, at 1000 Columbia Park Trail, Richland, Washington.

ATTEST:

\_\_\_\_\_  
Pauline Escalera, Clerk of the Board

\_\_\_\_\_  
Will McKay, Chair

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Jeremy J. Bishop, Legal Counsel

## Chief Executive Policy Authority

<b>POLICY:</b>	Chief Executive Policy Authority	<b>Updated by:</b>	
<b>Version:</b>		<b>Approved by:</b>	
<b>Date:</b>	November 14, 2025	<b>Approved:</b>	
<b>Policy #:</b>	10.1	<b>Forms:</b>	

### **POLICY - CHIEF EXECUTIVE POLICY AUTHORITY**

#### **Purpose and Scope of the Policy**

The purpose of this policy is to ensure timely and efficient management of agency operations. This policy delegates to the Chief Executive Officer (CEO) the authority to develop, implement, and maintain agency policies that support effective transit operations and organizational management.

The CEO is authorized to establish, amend, and rescind personnel, administrative, and operational policies as necessary to carry out the agency's mission and ensure compliance with all applicable laws, regulations, and collective bargaining agreements.

#### **Budget Alignment**

All policies and associated procedures established under this authority shall be implemented in accordance with the agency's Board-approved annual budget. The CEO shall ensure that policy decisions and any resulting financial or operational impacts remain within approved fiscal parameters.

#### **Consistent with Board Direction**

Policies established under this authority must be consistent with the strategic direction, goals, and priorities adopted by the Board of Directors. The CEO shall ensure that new or amended policies align with the agency's values, service standards, and overall governance framework.

#### **Reporting and Transparency**

The CEO shall periodically inform the Board of Directors of significant policy changes, particularly those affecting organizational structure, employee relations, fiscal commitments, or service delivery. The Board retains authority to review, affirm, or modify policies at its discretion.

# **Memorandum**

---

Date: November 13, 2025

To: Thomas Drozt, Chief Executive Officer

From: Bill Morwood, Director of Information

RE: Resolution 41-2025 Authorization to Amend Contract #1507 with CDW-G

## **Background**

In November 2024, following board approval, Ben Franklin Transit (BFT) entered into a three-year agreement with CDW-G for Microsoft 365, Windows Server, and SQL Server licensing services. These licenses support agency-wide productivity software, email, cloud services, and core server infrastructure.

During the first year of the agreement, the Information Technology Department conducted a compliance and security review to assess whether the current Microsoft 365 G3 licensing level meets required state and federal regulatory standards. The review identified gaps in several key areas, including cybersecurity risk management, data retention, audit logging, and legally defensible public records preservation.

## **Cost**

The annual cost for Microsoft software licenses (Office 365, Windows Server, and SQL Server) will increase from \$130,415 to \$194,062 for Year Two (2026) and Year Three (2027) of the existing agreement. This increase reflects the required upgrade to Microsoft 365 G5 to obtain the advanced security, data loss prevention (DLP), audit logging, and automated records retention capabilities necessary to meet state and federal compliance standards and reduce cybersecurity risk.

## **Funding**

Budgeted: Yes

Budget Source: Operating

Funding Source: Local

## **Recommendation**

Staff recommends the Board of Directors authorize the amendment of contract #1507 with CDW-G.

Forward as presented:

---

Thomas Drozt, Chief Executive Officer

**BEN FRANKLIN TRANSIT**

**RESOLUTION 41-2025**

**A RESOLUTION AUTHORIZING THE AMENDMENT OF CONTRACT #1507 WITH CDW-G FOR MICROSOFT 365, WINDOWS NETWORK SERVER, AND SQL SERVER LICENSES**

WHEREAS, Ben Franklin Transit (BFT) is in a three-year agreement with CDW-G for Microsoft 365, Windows Network Server, and SQL Server Licenses software services; and;

WHEREAS, BFT has worked with CDW-G and received a quote to provide Microsoft M365 G5 licenses in the amount of \$194,062.41 per year; and;

WHEREAS, Funding for Microsoft Office 365, Windows Network Server, and SQL Server Licenses will be provided by local funding from the 2025 Operating Budget and future subsequent years.

NOW, THEREFORE, BE IT RESOLVED BY THE BEN FRANKLIN TRANSIT BOARD OF DIRECTORS THAT:

1. The Chief Executive Officer is authorized to amend contract #1507 with CDW-G upgrading from Microsoft O365 G3 to Microsoft M365 G5.

APPROVED AT A REGULAR BEN FRANKLIN TRANSIT BOARD OF DIRECTORS MEETING held Thursday, November 13, 2025, at 1000 Columbia Park Trail, Richland, Washington.

ATTEST:

\_\_\_\_\_  
Pauline Escalera, Clerk of the Board

\_\_\_\_\_  
Will McKay, Chairman

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Jeremy J. Bishop, Legal Counsel



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

## QUOTE CONFIRMATION

**BILL MORWOOD,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

**Quote Expiration Date: 12/4/2025**

**Quote valid for 30 days, subject to OEM price changes.**

**This order is non-cancelable, non-returnable unless warranted by the manufacturer.**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PQHC698	10/7/2025	ANNUAL PAYMENT DUE 12/1	1980316	<b>\$194,062.41</b>

### IMPORTANT - PLEASE READ

**Special Instructions:** This order is non-cancelable and non-returnable unless warranted by the manufacturer. Annual Payment due 12/1 EA 88030111 Terms 12/1/2025 - 11/30/2026

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic</a> Mfg. Part#: NYH-00001-12-SLG Terms 12/1/2025 - 11/30/2026 This order is non-cancelable, non-returnable unless warranted by the manufacturer Electronic distribution - NO MEDIA Contract: SVAR_WA_L_14922-02 (14922-02)	202	6976615	\$0.00	\$0.00
<a href="#">O365 G3 GCC Sub Per User</a> Mfg. Part#: AAA-11894-12-SLG Terms 12/1/2025 - 11/30/2026 This order is non-cancelable, non-returnable unless warranted by the manufacturer Electronic distribution - NO MEDIA Contract: SVAR_WA_L_14922-02 (14922-02)	200	3753337	\$247.13	\$49,426.00
<a href="#">MS EA WIN SVR STDCORE SA MVL</a> Mfg. Part#: 9EM-00270-SLG Terms 12/1/2025 - 11/30/2026 This order is non-cancelable, non-returnable unless warranted by the manufacturer Electronic distribution - NO MEDIA Contract: SVAR_WA_L_14922-02 (14922-02)	44	4354666	\$19.41	\$854.04
<a href="#">MS EA WIN SVR DCCORE SA MVL</a> Mfg. Part#: 9EA-00278-SLG	36	4354663	\$126.50	\$4,554.00

**QUOTE DETAILS (CONT.)**

Terms 12/1/2025 - 11/30/2026  
This order is non-cancelable,  
non-returnable unless warranted by  
the manufacturer  
Electronic distribution - NO MEDIA  
Contract: SVAR\_WA\_L\_14922-02 (14922-02)

**MS EA VISIO P2 GCC P USER**

20	3576069	\$137.00	\$2,740.00
----	---------	----------	------------

Mfg. Part#: P3U-00001-12-SLG

Terms 12/1/2025 - 11/30/2026  
This order is non-cancelable,  
non-returnable unless warranted by  
the manufacturer  
Electronic distribution - NO MEDIA  
Contract: SVAR\_WA\_L\_14922-02 (14922-02)

**Microsoft SQL Server Enterprise Core Edition - software assurance - 2 cores**

16	2747931	\$2,484.98	\$39,759.68
----	---------	------------	-------------

Mfg. Part#: 7JQ-00343-SLG

Terms 12/1/2025 - 11/30/2026  
This order is non-cancelable,  
non-returnable unless warranted by  
the manufacturer  
Electronic distribution - NO MEDIA  
Contract: SVAR\_WA\_L\_14922-02 (14922-02)

**Microsoft Azure Active Directory Premium P2 - subscription license - 1 user**

1	5403137	\$82.17	\$82.17
---	---------	---------	---------

Mfg. Part#: MQN-00001-12-SLG

Terms 12/1/2025 - 11/30/2026  
This order is non-cancelable,  
non-returnable unless warranted by  
the manufacturer  
Electronic distribution - NO MEDIA  
Contract: SVAR\_WA\_L\_14922-02 (14922-02)

**Microsoft Visual Studio Enterprise with MSDN - software assurance - 1 user**

1	3891396	\$1,077.41	\$1,077.41
---	---------	------------	------------

Mfg. Part#: MX3-00117-SLG

Terms 12/1/2025 - 11/30/2026  
This order is non-cancelable,  
non-returnable unless warranted by  
the manufacturer  
Electronic distribution - NO MEDIA  
Contract: SVAR\_WA\_L\_14922-02 (14922-02)

**MS EA PROJECT P3 GCC P USER**

10	4381361	\$276.61	\$2,766.10
----	---------	----------	------------

Mfg. Part#: 7MS-00001-12-SLG

Terms 12/1/2025 - 11/30/2026  
This order is non-cancelable,  
non-returnable unless warranted by  
the manufacturer  
Electronic distribution - NO MEDIA  
Contract: SVAR\_WA\_L\_14922-02 (14922-02)

**Microsoft Teams Rooms Pro - subscription license (1 month) - 1 device**

1	7169507	\$429.79	\$429.79
---	---------	----------	----------

Mfg. Part#: VA1-00001-12-SLG

Terms 12/1/2025 - 11/30/2026  
This order is non-cancelable,  
non-returnable unless warranted by  
the manufacturer  
Electronic distribution - NO MEDIA  
Contract: SVAR\_WA\_L\_14922-02 (14922-02)

**Teams Premium GCC Subscription Per User**

1	7372435	\$122.10	\$122.10
---	---------	----------	----------

Mfg. Part#: WFK-00004-12-SLG

Terms 12/1/2025 - 11/30/2026  
This order is non-cancelable,  
non-returnable unless warranted by

**QUOTE DETAILS (CONT.)**

the manufacturer  
Electronic distribution - NO MEDIA  
Contract: SVAR\_WA\_L\_14922-02 (14922-02)

[Microsoft 365 G5 - step-up subscription license - 1 user](#) 200 6732504 \$204.12 \$40,824.00

Mfg. Part#: AAL-45736-12-SLG

Terms 12/1/2025 - 11/30/2026

This order is non-cancelable,  
non-returnable unless warranted by  
the manufacturer

Electronic distribution - NO MEDIA

Contract: SVAR\_WA\_L\_14922-02 (14922-02)

[MS EA M365 COPILOT GCC ADDON](#)

10 8216497 \$366.30 \$3,663.00

Mfg. Part#: EP2-24658-12-SLG

Terms 12/1/2025 - 11/30/2026

This order is non-cancelable,  
non-returnable unless warranted by  
the manufacturer

Electronic distribution - NO MEDIA

Contract: SVAR\_WA\_L\_14922-02 (14922-02)

[Microsoft O365 G5 GCC Step-Up License O365 G3 Per User](#)

200 4574040 \$161.16 \$32,232.00

Mfg. Part#: T2N-00005-12-SLG

Terms 12/1/2025 - 11/30/2026

This order is non-cancelable,  
non-returnable unless warranted by  
the manufacturer

Electronic distribution - NO MEDIA

Contract: SVAR\_WA\_L\_14922-02 (14922-02)

**SUBTOTAL** \$178,530.29

**SHIPPING** \$0.00

**SALES TAX** \$15,532.12

**GRAND TOTAL** **\$194,062.41**

**PURCHASER BILLING INFO****Billing Address:**

BEN FRANKLIN TRANSIT  
ACCOUNTS PAYABL  
1000 COLUMBIA PARK TRL  
RICHLAND, WA 99352-4851  
**Phone:** (509) 734-5125

**Payment Terms:** Net 30 Days-Govt State/Local

**DELIVER TO****Shipping Address:**

BEN FRANKLIN TRANSIT  
BILL MORWOOD  
1000 COLUMBIA PARK TRL  
RICHLAND, WA 99352-4851  
**Phone:** (509) 734-5125

**Shipping Method:** ELECTRONIC DISTRIBUTION

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**Sales Contact Info**

**Dan Ferner** | (866) 465-9919 | [danfern@cdw.com](mailto:danfern@cdw.com)



## Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

# **Memorandum**

---

Date: November 13, 2025

To: Thomas Drozt, Chief Executive Officer

From: Michael Brown, Director of Transportation

RE: Resolution 42-2025 Recommending RideCo US Inc. for the Award of the On-Demand Paratransit Route Scheduling & Management Software & Hardware Solution

## **Background**

The Ben Franklin Transit (BFT) Paratransit Department has experienced increasing operational complexity due to service demand growth, evolving rider expectations, and the limitations of its legacy software and hardware systems. These outdated tools have resulted in scheduling inefficiencies, longer trip times, increased overtime costs, and reduced on-time performance (OTP). To address these challenges, BFT initiated a competitive procurement process to identify a modern, integrated solution capable of improving real-time scheduling, dispatching, and customer service while supporting more efficient resource management.

RideCo US Inc. was selected as the recommended vendor based on its ability to provide a dynamic continuous optimization platform specifically designed for paratransit and on-demand services. RideCo's cloud-based solution fully automates scheduling, dispatching, and eligibility management, continuously optimizing routes and live schedules in real time. This results in improved operational efficiency, reduced call center volume and duration, and enhanced rider experience—all while maintaining compliance with collective bargaining agreement (CBA) rules and ADA/FTA regulations.

RideCo's technology supports advanced trip booking and instant assignment, automatic trip negotiation, and multiple reservation options. Its Automated Reservations AI Agent uses speech recognition and natural language processing to deliver a human-like customer service experience, with multilingual support in English, Spanish, and Hindi.

Key features include automated scheduling and route optimization in real time, including dynamic adjustments to traffic conditions, customizable eligibility management, streamlined trip booking and negotiation, driver and vehicle management, comprehensive data capture and reporting capabilities, ADA and FTA compliance integration, passenger-facing mobile app and web booking portal, and seamless interface with Workday.

The other two vendors did not meet the level of functionality required to support our paratransit operations efficiently. Two of the firm's systems lacked a comprehensive eligibility management portal, resulting in manual and labor-intensive processes for staff, and still requires group scheduling to be performed by dispatchers rather than through automated optimization. One of the firm's platforms remains under development, with several key features—such as AI-based customer interaction tools—still in testing with other agencies and not yet available for full deployment. These gaps would require additional staff time and limit operational efficiency compared to the fully developed capabilities offered by RideCo.

By implementing this technology, BFT will be able to significantly improve route efficiency, reduce overtime costs, increase on-time performance, and enhance communication between dispatchers, drivers, and riders.

### **Proposal Evaluation and Recommendation**

BFT received seven (7) proposals, and they were all determined to be responsive and responsible. Evaluators rated the initial proposals and then conducted interviews with the top three (3) highest-rated firms. Based on the two (2) phases of evaluations, RideCo US Inc. was selected as the highest-rated firm based on the evaluation criteria specified in the proposal.

Evaluations summary is listed below:

Consultant Firms	Initial Evaluation Points (Possible 100)	Initial Evaluation Points with Oral Interview Points (Possible 30 for a Total of 130 Points)	Evaluated Cost Over Ten Years
RideCo US Inc.	81	$81 + 26 = 107$	\$2,143,909
Via Mobility, LLC	86	$86 + 10 = 96$	\$810,430
Spare	77	$77 + 15 = 92$	\$2,147,020
Ecolane USA, Inc.	69	Excluded	\$1,786,090
HBSS Connect Corp	65	Excluded	\$1,272,436
DDS Wireless Inc.	60	Excluded	\$2,047,048
Fejost LLC	58	Excluded	\$2,446,839

### **Labor Resources**

Implementation of a technology lite solution is not expected to change approved headcount. A marketing outreach campaign for consumers and distribution networks will be developed.

### **Funding**

Budgeted: Yes

Budget & Funding Source: Capital and Operating Budget

The estimated cost for the first year for software license and implementation is \$521,614 and over the possible full ten-year term is \$2,143,909. Average cost per year over ten years is \$214,391.

### **Recommendation**

The staff's recommendation is to award the On-Demand Paratransit Route Scheduling & Management Software & Hardware Solution to RideCo US Inc. for up to a ten-year term.

Forward as presented:

---

Thomas Drozt, Chief Executive Officer

**BEN FRANKLIN TRANSIT**

**RESOLUTION 42-2025**

**A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO A CONTRACT FOR ON-DEMAND PARATRANSIT ROUTE SCHEDULING & MANAGEMENT SOFTWARE & HARDWARE SOLUTION WITH RIDE CO US INC.**

WHEREAS, BFT is in need of a more capable paratransit software solution; and

WHEREAS, BFT staff advertised and requested proposals for On-Demand Paratransit Route Scheduling & Management Software & Hardware Solution; and

WHEREAS, BFT received seven (7) proposals, all seven (7) proposals were determined to be responsive and responsible. The top three (3) evaluated firms out of the seven (7) participated were selected for oral interviews, with RideCo US Inc. receiving the highest number of points overall; and

WHEREAS, Funding for On-Demand Paratransit Route Scheduling & Management Software & Hardware Solution be provided from the Capital & Operations Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BEN FRANKLIN TRANSIT BOARD OF DIRECTORS THAT:

The Chief Executive Officer is authorized to enter into Contract #1528 for On-Demand Paratransit Route Scheduling & Management Software & Hardware Solution with RideCo US Inc. in the amount not-to-exceed amount of \$2,358,300 for an up to ten-year contract, with a 10% change order authority.

APPROVED AT A REGULAR BEN FRANKLIN TRANSIT BOARD OF DIRECTORS MEETING held Thursday, November 13, 2025, at 1000 Columbia Park Trail, Richland, Washington.

ATTEST:

---

Pauline Escalera, Clerk of the Board

---

Will McKay, Chair

APPROVED AS TO FORM BY:

---

Jeremy Bishop, Legal Counsel

# Memorandum

---

Date: November 13, 2025

To: Thomas Drozt, Chief Executive Officer

From: Jeremy J. Bishop, Legal Counsel

RE: A Resolution Regarding Appointment of Non-Elected Transit Using Members to the Board of Directors of Ben Franklin Transit

## **Background**

HB 1418 was passed by the Washington State Legislature, amending RCW 36.57A.050 to allow for the appointment of two non-elected transit using members to the public transportation benefit area board of directors. The addition of two non-elected transit members to the board of directors is optional at the discretion of the board of directors.

## **Recommendation**

Legal Counsel recommends the Board of Directors of Ben Franklin Transit move forward with a decision in the November 2025 Regular Board meeting adopting one of the following resolutions: Resolution 43-2025, 44-2025, or 45-2025.

Forward as presented:

---

Thomas Drozt, Chief Executive Officer

**BEN FRANKLIN TRANSIT  
RESOLUTION 43-2025**

**A RESOLUTION REGARDING APPOINTMENT OF NON-ELECTED TRANSIT USING  
MEMBERS TO THE BOARD OF DIRECTORS OF BEN FRANKLIN TRANSIT**

WHEREAS, HB 1418 was passed by the Washington State Legislature, amending RCW 36.57A.050 to allow for the appointment of two non-elected transit using members to the public transportation benefit area board of directors; and

WHEREAS, The addition of two non-elected transit members to the board of directors is optional at the discretion of the board of directors; and;

WHEREAS, The BFT Board of Directors has considered the new provisions of RCW 36.57A.050 and placed the matter on the November 2025 Regular Board Meeting agenda for action.

NOW, THEREFORE, BE IT RESOLVED BY THE BEN FRANKLIN TRANSIT BOARD OF DIRECTORS THAT:

1. The Board of Directors direct that they not add non-elected transit using members to the Board of Directors and directs that this matter be reconsidered consistent with the periodic review of board composition.

APPROVED AT A REGULAR BEN FRANKLIN TRANSIT BOARD OF DIRECTORS  
MEETING held Thursday, November 13, 2025, at 1000 Columbia Park Trail, Richland,  
Washington.

ATTEST:

\_\_\_\_\_  
Pauline Escalera, Clerk of the Board

\_\_\_\_\_  
William McKay, Chairman

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Jeremy J. Bishop, Legal Counsel

**BEN FRANKLIN TRANSIT  
RESOLUTION 44-2025**

**A RESOLUTION REGARDING APPOINTMENT OF NON-ELECTED TRANSIT USING  
MEMBERS TO THE BOARD OF DIRECTORS OF BEN FRANKLIN TRANSIT**

WHEREAS, HB 1418 was passed by the Washington State Legislature, amending RCW 36.57A.050 to allow for the appointment of two non-elected transit using members to the public transportation benefit area board of directors; and

WHEREAS, The addition of two non-elected transit members to the board of directors is optional at the discretion of the board of directors; and;

WHEREAS, The BFT Board of Directors has considered the new provisions of RCW 36.57A.050 and placed the matter on the November 2025 Regular Board Meeting agenda for action.

NOW, THEREFORE, BE IT RESOLVED BY THE BEN FRANKLIN TRANSIT BOARD OF DIRECTORS THAT:

1. The Board of Directors direct that they defer consideration of adding two non-elected transit using members to the Board of Directors for consideration in December of 2027 as part of the periodic review of board composition.

APPROVED AT A REGULAR BEN FRANKLIN TRANSIT BOARD OF DIRECTORS  
MEETING held Thursday, November 13, 2025, at 1000 Columbia Park Trail, Richland,  
Washington.

ATTEST:

\_\_\_\_\_  
Pauline Escalera, Clerk of the Board

\_\_\_\_\_  
William McKay, Chairman

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Jeremy J. Bishop, Legal Counsel

**BEN FRANKLIN TRANSIT  
RESOLUTION 45-2025**

**A RESOLUTION REGARDING APPOINTMENT OF NON-ELECTED TRANSIT USING  
MEMBERS TO THE BOARD OF DIRECTORS OF BEN FRANKLIN TRANSIT**

WHEREAS, HB 1418 was passed by the Washington State Legislature, amending RCW 36.57A.050 to allow for the appointment of two non-elected transit using members to the public transportation benefit area board of directors; and

WHEREAS, The addition of two non-elected transit members to the board of directors is optional at the discretion of the board of directors; and;

WHEREAS, The BFT Board of Directors has considered the new provisions of RCW 36.57A.050 and placed the matter on the November 2025 Regular Board Meeting agenda for action.

NOW, THEREFORE, BE IT RESOLVED BY THE BEN FRANKLIN TRANSIT BOARD OF DIRECTORS THAT:

1. The Board of Directors direct that staff support the process of adding two non-elected transit using members to the Board of Directors effective January of 2026, or as soon thereafter as possible.

APPROVED AT A REGULAR BEN FRANKLIN TRANSIT BOARD OF DIRECTORS  
MEETING held Thursday, November 13, 2025, at 1000 Columbia Park Trail, Richland,  
Washington.

ATTEST:

\_\_\_\_\_  
Pauline Escalera, Clerk of the Board

\_\_\_\_\_  
William McKay, Chairman

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Jeremy J. Bishop, Legal Counsel



# Ben Franklin Transit

## Board of Commissioners

November 13, 2025

Justin D. Leighton  
Executive Director  
Washington State Transit Association  
E. [Justin@watransit.com](mailto:Justin@watransit.com)



# The Washington State Transit Association

## The Voice Of Public Transit



### **44 Years of Serving**

Created in 1980, WSTA has been the leading voice of public transit for over 4 decades

### **Mission:**

WSTA advances the value of public transit through **public education and outreach**, **advocacy** of positive and effective **public policy** and fostering the **collaboration** and **professional development** of public transit employees.

### **31 Members**

30 public transit agencies and the WSDOT Dept. of Public Transportation

### **Members First:**

Over 50 Board or Committee meetings annually, 9-month leadership program, 2 major state conferences

# Public Transit Across The State

## Urban

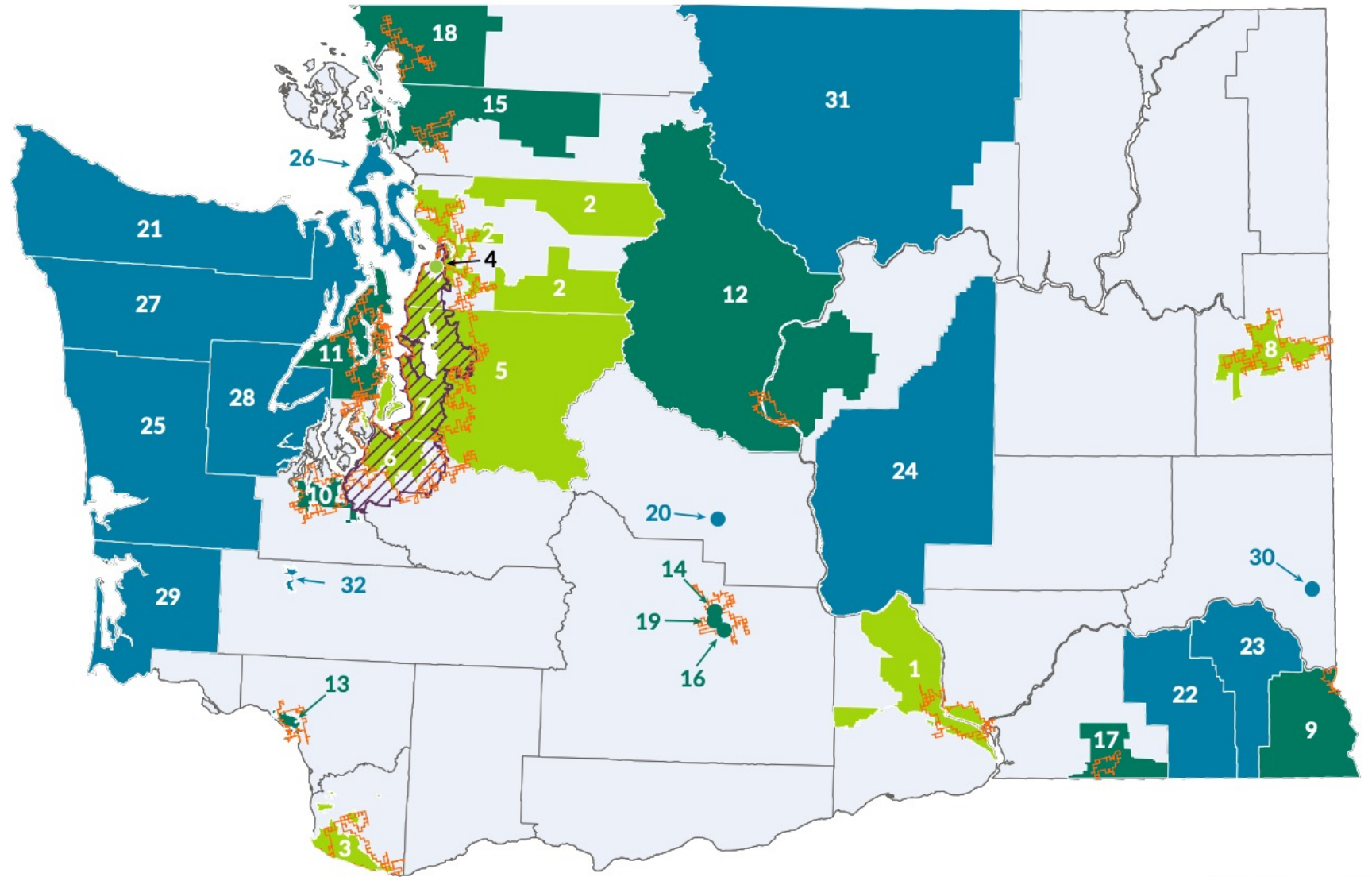
1. Ben Franklin Transit
2. Community Transit
3. C-Tran
4. Everett Transit
5. King County Metro
6. Pierce Transit
7. Sound Transit
8. Spokane Transit Authority

## Small Urban

9. Asotin County Transit
10. Intercity Transit
11. Kitsap Transit
12. Link Transit
13. RiverCities Transit
14. Selah Transit
15. Skagit Transit
16. Union Gap Transit
17. Valley Transit
18. Whatcom Transportation Authority
19. Yakima Transit

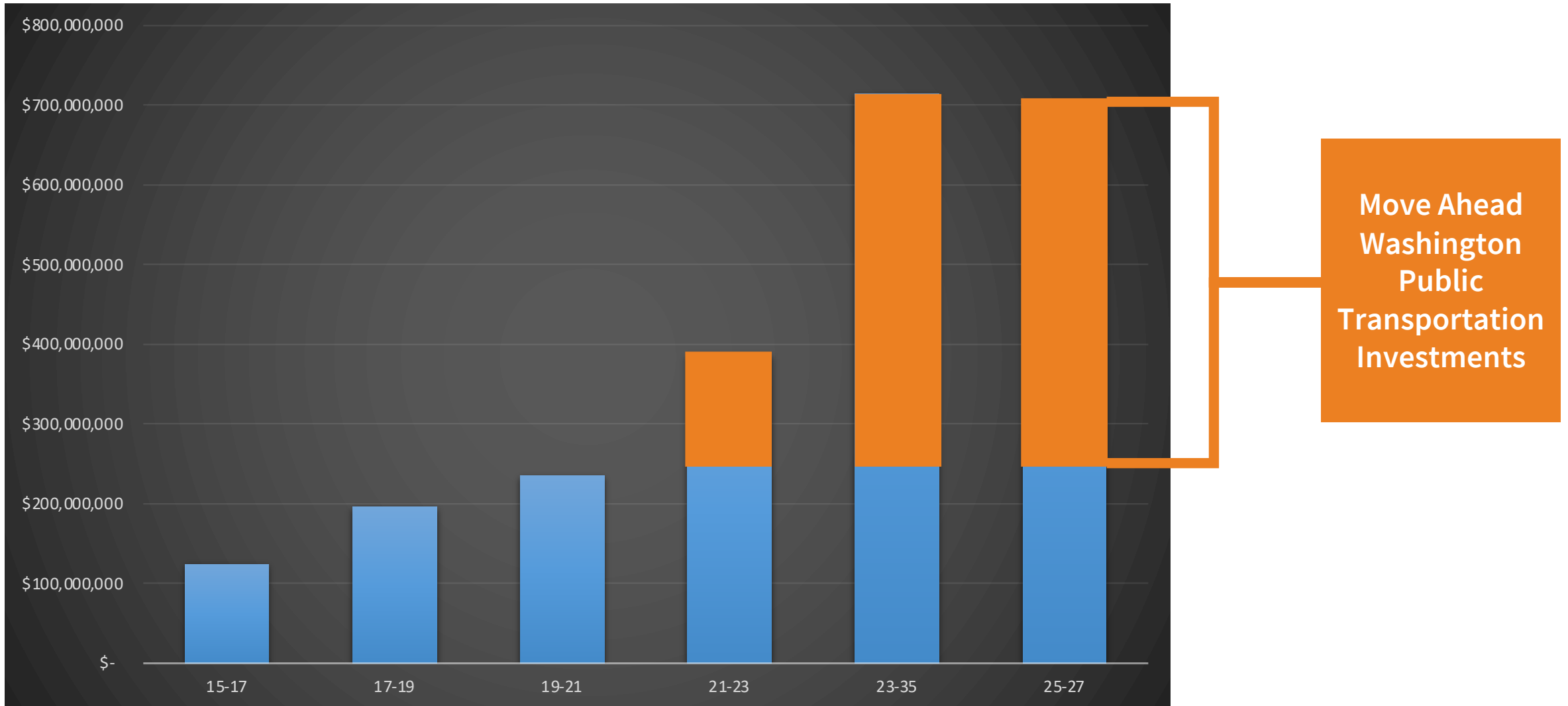
## Rural

20. Central Transit
21. Clallam Transit System
22. Columbia County Transportation Authority
23. Garfield County Transportation Authority
24. Grant Transit Authority
25. Grays Harbor Transportation Authority
26. Island Transit
27. Jefferson Transit Authority
28. Mason Transit Authority
29. Pacific Transit System
30. Pullman Transit
31. TranGo
32. Twin Transit












Urbanized Area

# State Investments over Time



# State Public Transit Grant Programs

Grant Source
 Bus and Bus Facility Grants (State) 
Commuter Trip 
Coordination Grants (PS Only)
Green Transportation - <i>See Program V in LEAP</i> 
Public Transit Public Rideshare 
Regional Mobility Grant - <i>See Program V in LEAP</i>
Rural Mobility Grant - <i>See Program V in LEAP</i>
Special Needs <i>(77/23 split with Nonprofits)</i> 
Transit Projects - <i>See Program V in LEAP</i> 
 Transit Support Grants
 Tribal Transit (not for public transit, just tracking)
Other Transit/Transportation Related items

 = MAW New  
 = MAW Plus-Up



# Grant Eligibility Policies



**The State Legislature sets grant eligibility through legislation:**

- Either at the passage of bills or;
- Through budget provisos on the biannual budget, sometimes;
- Legislature has provided language for the Agency, to create grant criteria with limited power

## **Examples of Provisions**

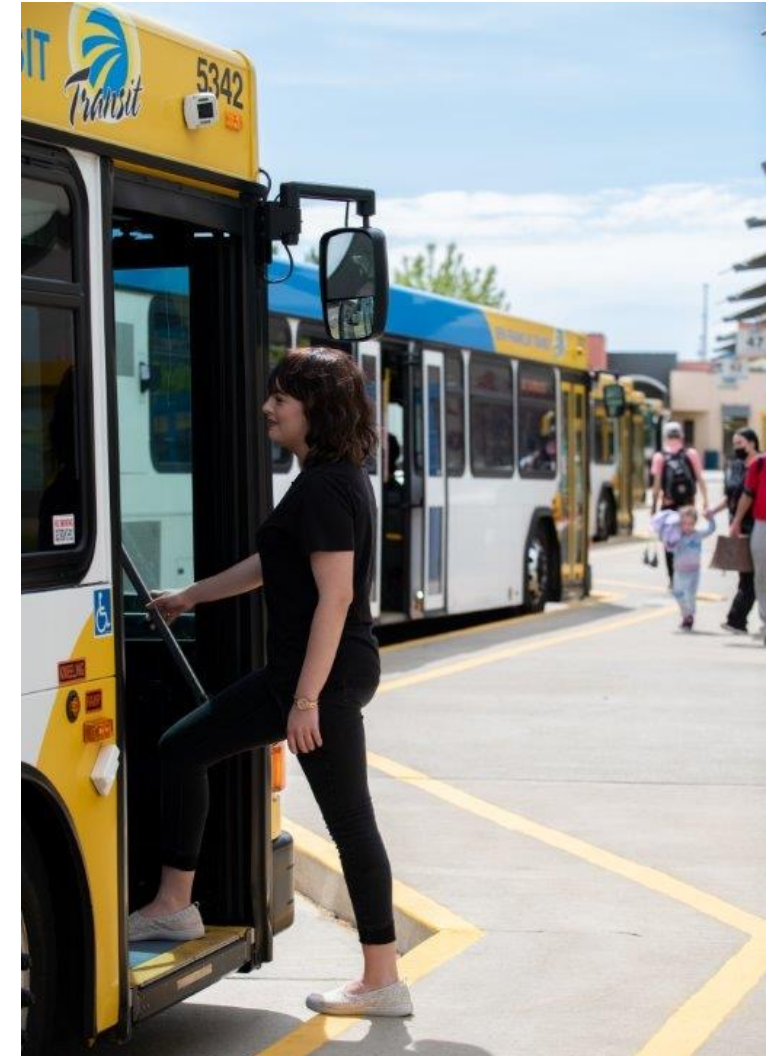
- For Non-profits or public agencies
- Caps on how much one entity can get
- Match requirements
- Type of projects - expansion or replacement
- “this grant may not be decided by fuel type”

# Grant Eligibility Policies

## 2022 MAW Transit Support Grants Eligibility

- Transit Support Grants, providing nearly \$200m a biennium has a few “strings” attached:
  - Capital or Operating Expenses Only
  - Zero-Far policy that allows 18 years of age and younger to ride free by October 1, 2022
  - Public transit agencies must maintain or increase their local sales tax authority on or after January 1, 2022, in order to qualify for the grants.

*These provisions are “baked” in the MAW RCW enacting the grant and funding, and not part of biennale budget proviso provisions. (Meaning it can't be changed at the budget process)*



# Grant Eligibility Policies



**In 2025, the legislature added the following language in each grant subsection for public transit:**

“For grant awards not yet under contract, as a condition of transit support grants provided pursuant to this subsection, public transportation agencies may not delay, divert, supplant, or suspend the collection of approved local sales and use taxes for the purpose of public transportation during the 2025-2027 fiscal biennium.”

## **WSDOT Certification:**

Biennially WSDOT asks every transit to certify that they will not delay, divert, supplant, or suspend the collection of approved local sales and use taxes for the purpose of public transportation.

If any transit agency violates that certification or can no longer certify, they will no longer be eligible to receive the grants with that provision.



# Ben Franklin Transit

## Board of Commissioners

November 13, 2025

Justin D. Leighton  
Executive Director  
Washington State Transit Association  
E. [Justin@watransit.com](mailto:Justin@watransit.com)





**BEN FRANKLIN**  
**TRANSIT**

# **Ben Franklin Transit**

## **Proposed 2026 Operating and Capital Budgets**

# Agenda

- 2026 Planned Service
- 2026 Budget Overview
  - Revenue Projections
  - Headcount
  - Operating Expenditures by Category
  - Operating Expenditures by Department
  - Capital Projects
- Next Steps

# Budget Overview

Figures in \$MMs

	Total	Operating	Capital
Fares & Contracted Svcs	\$1.9	\$1.9	-
Sales Tax	57.0	35.0	22.1
Investments	3.4	3.4	-
Total Local	62.3	40.2	22.1
Total State Grants	11.8	10.5	1.3
Total Federal Grants	12.5	10.0	2.5
<b>Total Revenues<sup>1</sup></b>	<b>\$86.5</b>	<b>\$60.7</b>	<b>\$25.9</b>
Operating Expenditures <sup>2</sup>	\$71.3	\$71.3	-
Capital Expenditures	25.9	-	25.9
<b>Total Expenditures</b>	<b>\$97.1</b>	<b>\$71.3</b>	<b>\$25.9</b>
<b>Income / (Reserve Reduction)</b>	<b>(\$10.6)</b>	<b>(\$10.6)</b>	<b>\$0.0</b>

(1) Total revenues are estimated projections

(2) Operating expenditures represent cash outflows and exclude Depreciation, Amortization, and impact of GASB pension adjustment

- **Total 2026 revenues of \$86.5MM**, with ~70% supporting operations and ~30% for capital projects.
- **Sales tax remains the primary funding source**, accounting for ~66% of total revenues.
- **Operating Expenditures total \$71.3MM**, with ~70%, labor-related, which includes investments to hire and retain operators as well as improve service reliability.
- Non-labor growth reflects continued spending on **technology, safety, and fleet maintenance**.
- Total **\$25.9MM capital program**, focuses on **facilities modernization, MOA campus improvements, and fleet replacements**.

# Revenue Projections

Figures in \$MMs

	2024 Actual	2025 Budget	2026 Proposed	YoY	YoY%
Fares & Contracted Services	\$2.0	\$1.8	\$1.9	\$0.1	3%
Sales Tax - Operating	46.1	46.9	35.0	(11.9)	(25%)
State Operating Grants	0.1	10.3	10.5	0.2	2%
Federal Operating Grants	6.3	3.4	10.0	6.6	195%
CARES/CRRSSA/ARP Grants	5.7	0.0	0.0	0.0	-
Investments	3.2	3.0	3.4	0.4	13%
<b>Revenues for Operating Expenditures</b>	<b>\$63.4</b>	<b>\$65.3</b>	<b>\$60.7</b>	<b>(\$4.7)</b>	<b>(7%)</b>
Sales Tax - Capital	\$7.8	\$6.6	\$22.1	\$15.4	232%
State Capital Grants	4.3	14.8	1.3	(13.5)	(91%)
Federal Capital Grants	0.3	0.0	2.5	2.5	-
<b>Revenues for Capital Expenditures</b>	<b>\$12.4</b>	<b>\$21.5</b>	<b>\$25.9</b>	<b>\$4.4</b>	<b>21%</b>
<b>Total Revenues</b>	<b>\$75.8</b>	<b>\$86.8</b>	<b>\$86.5</b>	<b>(\$0.3)</b>	<b>(0%)</b>
Fares	\$2.0	\$1.8	\$1.9	\$0.1	3%
Sales Tax	53.9	53.5	57.0	3.5	7%
State Grants	4.4	25.1	11.8	(13.3)	(53%)
Federal Grants	12.3	3.4	12.5	9.1	268%
Investments	3.2	3.0	3.4	0.4	13%
<b>Total Revenues</b>	<b>\$75.8</b>	<b>\$86.8</b>	<b>\$86.5</b>	<b>(\$0.3)</b>	<b>(0%)</b>

- **FY2026 revenue flat vs 2025 budget** with anticipated lower state grants partially offset by greater federal grant recovery and sales tax.
- **Sales Tax revenue of \$57.0MM**, BFT's largest funding source, includes a temporary shift of funds to support capital projects.
- **State Grants declining** (\$13.3MM) due to WSDOT capital state grants expiring. Expecting **new federal operating grant** in FY26.
- **Fare revenue and miscellaneous remain flat** tied to consistent investment and local income.

# Headcount

	2024 Actual	2025 Budget	2026 Proposed	YoY
Operations Department	255	305	295	(10)
Rideshare (formerly Vanpool)	6	6	6	0
Maintenance	47	52	57	5
Human Resources	6	6	7	1
Planning & Service Development	5	7	7	0
Customer Service / Marketing	11	13	18	5
Safety & Security / Training	7	8	11	3
Executive	2	2	5	3
Finance/Acct/Payroll	12	16	19	3
Project Management Office	2	3	4	1
<b>Total Workforce</b>	<b>353</b>	<b>418</b>	<b>429</b>	<b>11</b>

- **FY26 proposes 429 positions**, an increase of +11 FTE (+3%) from 2025 budget, **reflecting continued service and capital expansion.**
- Refining **operations efficiency** with reduction of employee headcount while continuing to support expanded service hours and improved reliability.
- **Targeted additions in support functions** largely in contracts & purchasing and IT in order to support capital project initiatives and shore up the organization's tech stack.
- Focusing on **Customer Service & Safety** to drive and align with increased ridership expectations.

# Operating Expenditures by Category

*Figures in \$MMs*

	2024 Actual	2025 Budget	2026 Proposed	YoY	YoY%
Salaries & Wages	\$21.8	\$29.2	\$31.1	\$1.9	6%
Benefits	14.7	17.8	18.2	0.4	2%
<b>Total Labor</b>	<b>\$36.5</b>	<b>\$47.0</b>	<b>\$49.3</b>	<b>\$2.3</b>	<b>5%</b>
Services	\$3.1	\$5.3	\$4.7	(\$0.6)	(11%)
Fuel & Lubricants	3.8	4.6	4.4	(0.3)	(6%)
Tires & Tubes	0.3	0.3	0.3	(0.0)	(7%)
Materials / Supplies	2.9	3.9	4.2	0.3	6%
Utilities	0.4	0.5	0.4	(0.0)	(7%)
Insurance	1.4	1.7	1.8	0.1	6%
Contracted Services	4.0	4.3	4.5	0.2	4%
Rentals	0.2	0.1	0.1	(0.1)	(46%)
Professional Development	0.5	1.1	1.7	0.5	46%
<b>Total Non-Labor</b>	<b>\$16.6</b>	<b>\$21.9</b>	<b>\$22.0</b>	<b>\$0.1</b>	<b>0%</b>
<b>Total Operating Expenditures<sup>1</sup></b>	<b>\$53.2</b>	<b>\$68.9</b>	<b>\$71.3</b>	<b>\$2.3</b>	<b>3%</b>

(1) Operating expenditures represent cash outflows and exclude Depreciation, Amortization, and impact of GASB pension adjustment

# Operating Expenditures by Department

Figures in \$MMs

	2024 Actual	2025 Budget	2026 Proposed	YoY	YoY%
Fixed Route	\$22.3	\$26.6	\$27.1	\$0.5	2%
DAR	11.6	15.0	13.2	(1.7)	(12%)
Rideshare	1.5	2.1	2.0	(0.2)	(8%)
Maintenance	3.7	4.5	4.2	(0.4)	(8%)
Operations Administration <sup>1</sup>		2.0	2.1	0.1	5%
<b>Directly Operated Transportation</b>	<b>\$39.1</b>	<b>\$50.2</b>	<b>\$48.6</b>	<b>(\$1.6)</b>	<b>(3%)</b>
Purchased Transportation - Connect	\$2.8	\$3.3	\$3.1	(\$0.2)	(5%)
Purchased Transportation - ARC	1.4	1.3	1.4	0.1	6%
<b>Purchased Transportation</b>	<b>\$4.2</b>	<b>\$4.6</b>	<b>\$4.5</b>	<b>(\$0.1)</b>	<b>(2%)</b>
Human Resources	\$1.7	\$1.9	\$2.0	\$0.1	4%
Planning & Service Development	1.3	1.9	1.5	(0.4)	(22%)
Customer Service/Marketing	1.7	2.4	3.8	1.4	58%
Safety & Security/Training	0.8	1.4	1.8	0.4	30%
Executive/Admin Services/PMO	4.5	6.5	9.1	2.6	40%
<b>Administration</b>	<b>\$9.9</b>	<b>\$14.1</b>	<b>\$18.2</b>	<b>\$4.1</b>	<b>29%</b>
<b>Total Operating Expenditures<sup>2</sup></b>	<b>\$53.2</b>	<b>\$68.9</b>	<b>\$71.3</b>	<b>\$2.3</b>	<b>3%</b>

(1) The Operations Administration department was formed this year. 2025 Budget has been adjusted to reflect the carve out of this department from Fixed Route and DAR

(2) Operating expenditures represent cash outflows and exclude Depreciation, Amortization, and impact of GASB pension adjustment



# Capital Projects Overview

*Figures in \$MMs*

	Adj 2025 Authorized	Projected 2026	Projected 2026 Utilization
Fleet	\$82.5	\$5.1	6%
Facilities	91.0	10.2	11%
Equipment	2.9	0.4	13%
Transit Technologies	7.4	1.7	23%
Planning/Studies	0.9	0.2	22%
Other	9.6	2.4	25%
MOA Campus	11.1	5.8	53%
<b>Total Capital Expenditures &amp; Obligations</b>	<b>\$205.3</b>	<b>\$25.9</b>	<b>13%</b>

- **FY26 capital spend of \$25.9MM** emphasizes **facility readiness, fleet reliability and modernization**, ensuring infrastructure keeps pace with growing service levels and evolving sustainability goals.
- Major Investments include **\$10.2MM for facilities upgrades, \$5.8MM for MOA campus construction**, and **\$5.1MM for fleet replacements**.
- Additional funding of **\$1.9MM supports technology enhancements** and planning studies that prepare for future system needs.

# Next Steps

- Budget presented at Board Meeting November 13, 2025 as Informational
- Budget presented at Board Meeting December 11, 2025 for Vote
  - Public Comment before the Vote

# Memorandum

---

Date: November 13, 2025

To: Thomas Drozt, Chief Executive Officer

From: Kevin Sliger, Chief Planning and Development Officer

Re: 2025 Review and 2026 Annual Service Plan Update

## **Background**

The 2026 Annual Service Plan (ASP) consists of service change recommendations that will continue to prioritize equity and emphasize efficiency by making changes to the fixed route network with the goal of providing faster, more frequent, and more reliable service. BFT staff plan to release the ASP for public comment on November 16<sup>th</sup> and bring details to the Board at the December Board meeting. The finalized plan for approval will be presented at the January 2026 Board meeting.

## **2025 Fixed Route Service Change Review**

In 2025, Ben Franklin Transit (BFT) implemented a series of service adjustments designed to improve efficiency and better align transit resources with community needs. These changes focused on reducing service in areas with consistently low ridership while enhancing direct, high-frequency connections during peak travel hours to better serve commuters. However, several planned service expansions and route improvements were delayed due to ongoing operator shortages, which limited BFT's ability to fully implement the new network as originally scheduled. Here are the detailed changes:

### **New Routes:**

- Route 2X: **New** express route between 22nd Ave Transit Center (Pasco) and Knight Street Transit Center (Richland) operates on weekdays during peak hours only.
- Route 240X: **New** express service between Dayton Transfer Point (Kennewick) and Knight Street Transit Center (Richland); runs Monday–Saturday.
- Route 68: **New** route covering Pasco portions of eliminated Route 268; interlined with Route 67.
- Route 27X: **New** express route from Queensgate Transit Center (South Richland) to North Richland employment and education centers; peak weekday service only. This is the only planned service that has not been implemented to date. Planned to start in mid-December.

### **Route Modifications:**

- Route 41: Reduced unproductive segments; some portions moved to Route 47.
- Route 47: Expanded to include parts of former Route 41.
- Route 65: Adjusted to better serve Pasco High School on 14th Ave.
- Route 67: Extended to Burns Road and interlined with new Route 68.
- Route 10/20: Interlined to improve frequency on Route 10.
- Route 225: Realigned to serve Sageview High School and nearby neighborhoods in Pasco.
- Route 268: Eliminated; service replaced by METRO 2x and Route 68.
- Schedule adjustments: Reduced Saturday evening service on low-ridership routes; added Route 40 service after 8 PM on Saturdays.

## **2026 Fixed Route Service Change Overview**

In 2026, BFT will focus on refining the service adjustments introduced in 2025 while addressing areas of high demand, improving accessibility, and ensuring the system operates efficiently and sustainably. The plan emphasizes better alignment between service levels, ridership patterns, and community priorities. Key priorities for 2026 include:

**Monitoring 2025 Service Changes:** Evaluate the performance and productivity of routes implemented or modified in 2025 to ensure they meet operational and ridership goals.

**Overload/Tripper Service:** Reassess supplemental “tripper” trips to better align with school schedules and peak-period demand. BFT anticipates removing the 123s AM tripper due to low utilization, while the PM trip will be further evaluated for potential adjustment.

**Addressing Overcrowding:** Add resources to routes with heavy ridership, particularly Route 3 along Court Street during the weekday PM peak.

**Event Service Expansion:** Provide special service to Tri-Cities Fan Zone events during the 2026 World Cup, with costs offset by WSDOT-provided grant funds for FIFA-related transit support. BFT will also explore the feasibility of a pilot service to the Flea Market in Fall 2026 to improve access to community events.

**Columbia Basin Veterans Service:** Explore the feasibility of providing direct fixed-route service to the Columbia Basin Veterans Center. While this location is already a CONNECT point of interest, BFT staff are considering adding a local Pasco route serving the western extent of A Street and the Veterans Center.

**Pasco Aquatics Center Service:** Plan service, either a direct shuttle or adjustment of existing routes, to serve the new Pasco Aquatics Center opening in summer 2026.

**ADA Dial-A-Ride Enhancements:** Focus on implementing same-day ride options for ADA-eligible passengers to improve flexibility and accessibility.

**Rideshare Program:** Continue to grow the Rideshare program through WSDOT-funded subsidy programs for State employees and integrate new vehicles into the fleet to support expansion and reliability.

**CONNECT Service Review:** Reassess BFT’s agreement with Via Inc. and conduct a comprehensive study to improve efficiency and reduce redundancies between CONNECT and the fixed-route system.

Through these initiatives, BFT aims to enhance reliability, expand mobility options, and strengthen its commitment to providing efficient, accessible, and community-focused transportation throughout the Tri-Cities.

## **Labor & Vehicle Resources**

Implementation of the 2026 ASP is expected to result in a minimal increase in resources, and the proposed headcount of 173 Operators will suffice to meet the service needs. Increase in DAR Driver headcount will be needed to address observed increases in demand and the advent of same-day trips which will be made possible through the new DAR dispatch software BFT plans to procure.

### **Budget Impact – Revenue Hours**

Changes outlined in the upcoming 2026 ASP are expected to have a minimal impact on service. The draft document will detail the expected change in revenue hours.

### **Looking Ahead to the 2027 Annual Service Plan**

While BFT originally planned to propose additional service changes in 2026, the Agency will instead focus on planning and preparing for a more significant service expansion in 2027. This approach will allow time to address operator availability, complete necessary planning studies, and ensure community needs are met effectively.

Planned service concepts for 2027 include:

- Extending fixed-route service to the rapidly growing West Clearwater area in Kennewick.
- Adding new service in West Richland to meet increasing residential and commercial development demand.
- Introducing commuter service to the King City area of Pasco to improve regional access.
- Providing a local, fixed route circulator in Prosser
- Potential expansion to the Badger Mountain South area, Horn Rapids/Logston Industrial Park, and Burbank (located outside of BFT's service area).
- Increasing the weekday and Sunday morning service span to offer earlier travel options.
- Expanding Sunday service routes, one of the top requests identified through customer feedback.

These planned improvements for 2027 will continue BFT's commitment to expanding access, improving convenience, and supporting the growing mobility needs of the Tri-Cities region.

### **Release for Public Comment - Timeline:**

2026 Annual Service Plan will be released on November 16, 2025, and will be open for public comment until the public hearing during the January 8, 2026, Board meeting. Multiple opportunities will be made available for the community to provide feedback both in person and online.

The complete Draft 2026 ASP will be available on the BFT website at: <https://www.bft.org/about/annual-service-plan/> once released on November 16, 2025.

### **Funding**

Budgeted:	Pending
Budget Source:	Operating Budget
Funding Source:	FTA, State, and Local

### **Recommendation**

No recommendations. This memo is informational in nature.

Forward as presented:

---

Thomas Drozt, Chief Executive Officer



**BEN FRANKLIN  
TRANSIT**

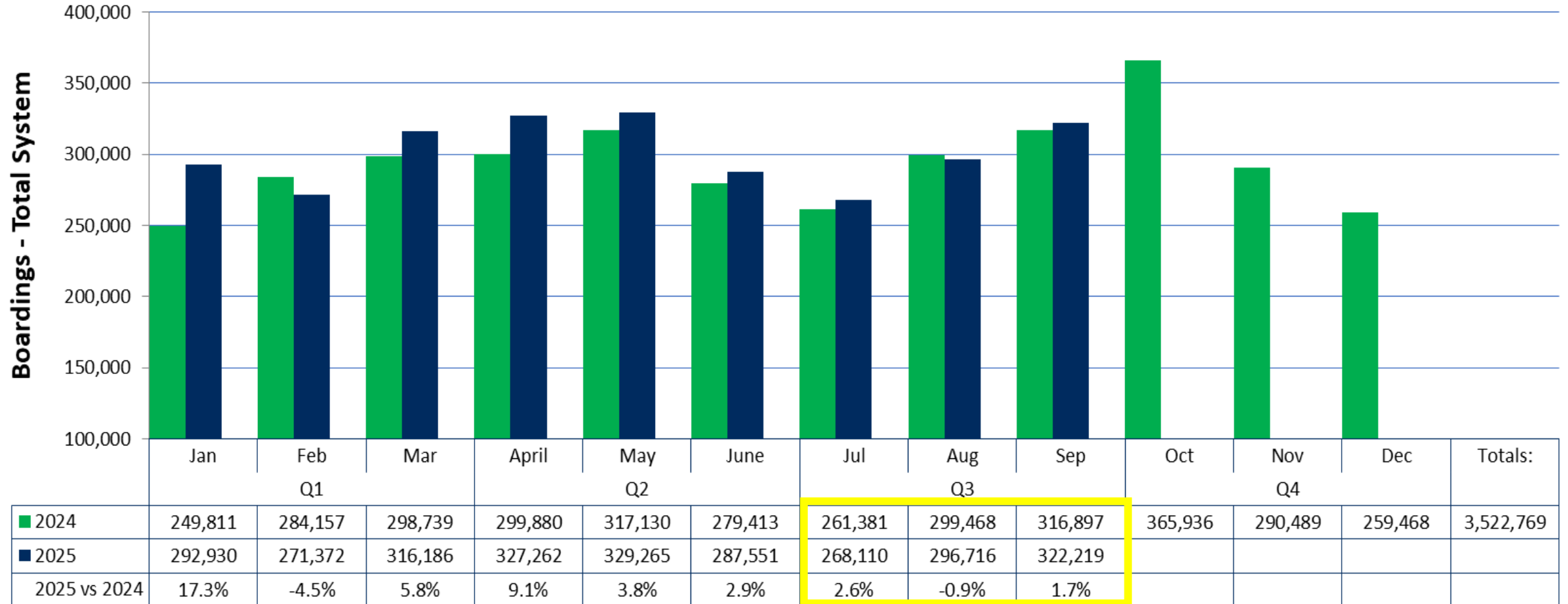
# Q3 2025 Agency Performance



# Total System Boardings



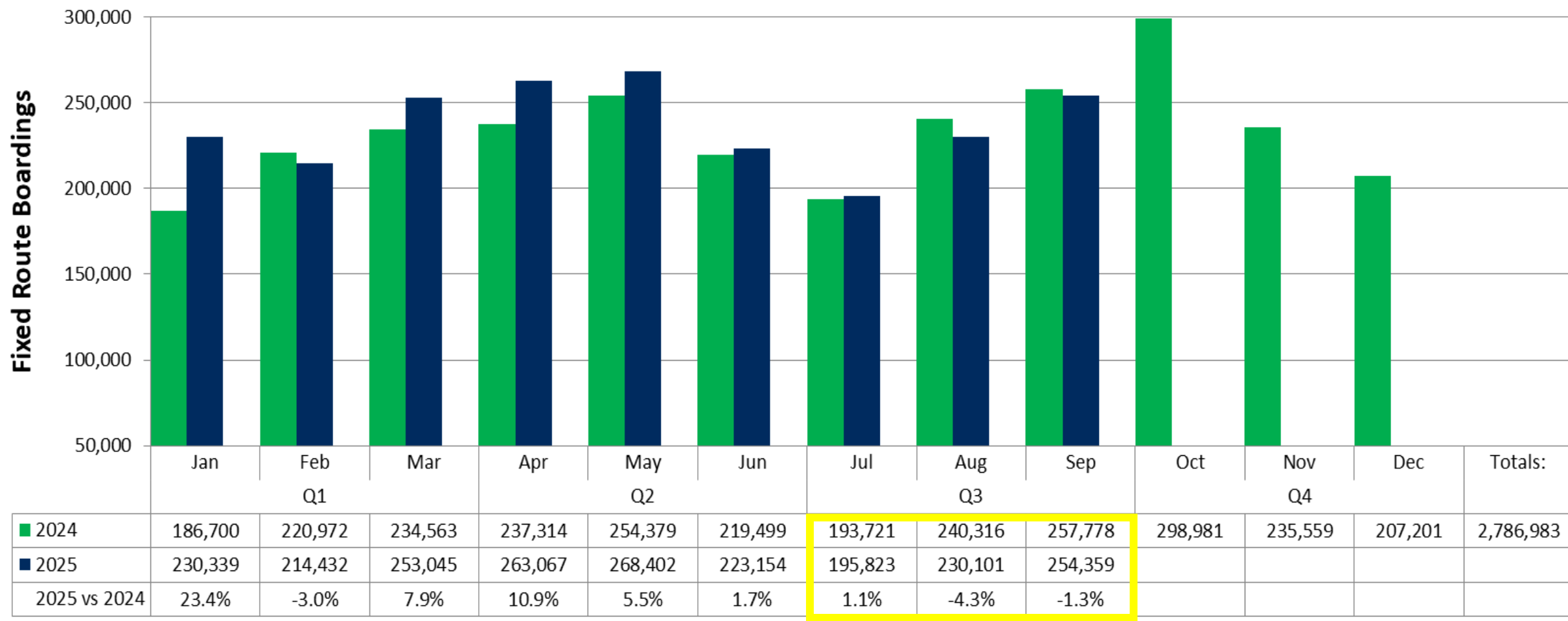
**Highlight: 4.2% Increase compared to Q1-Q3 2024**





# Fixed Route Ridership

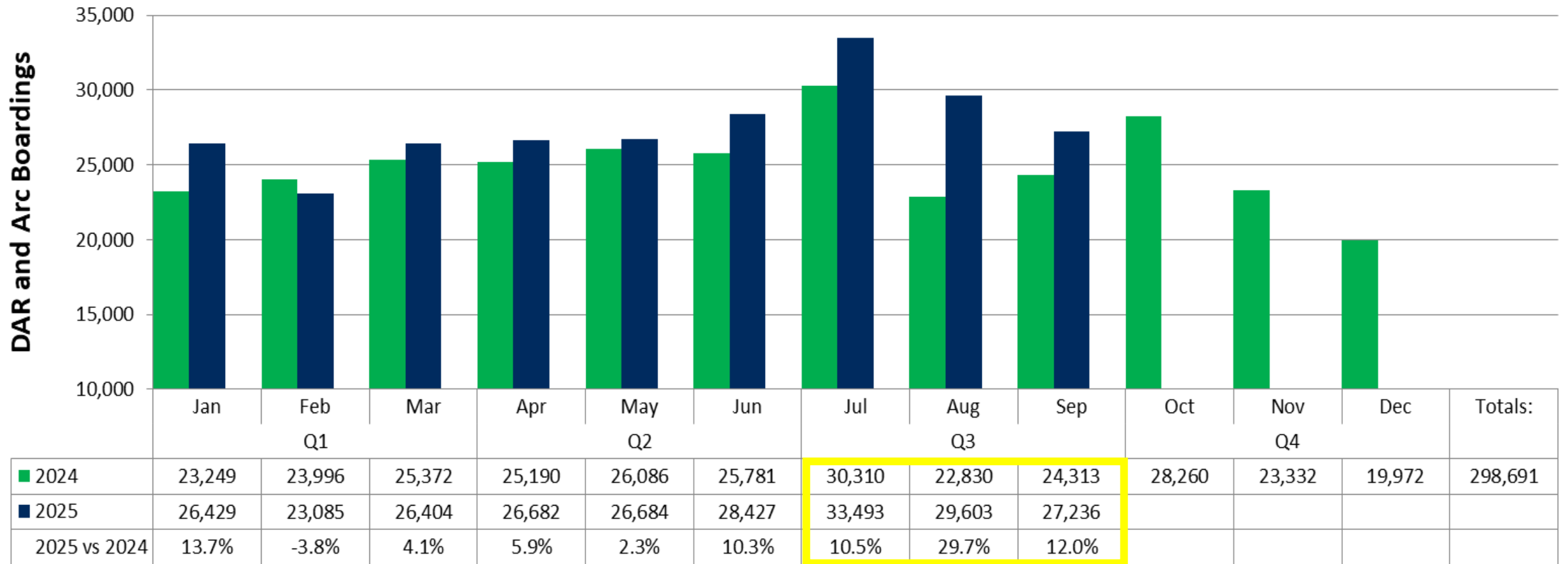
Highlight: 4.6% Increase compared to Q1-Q3 2024





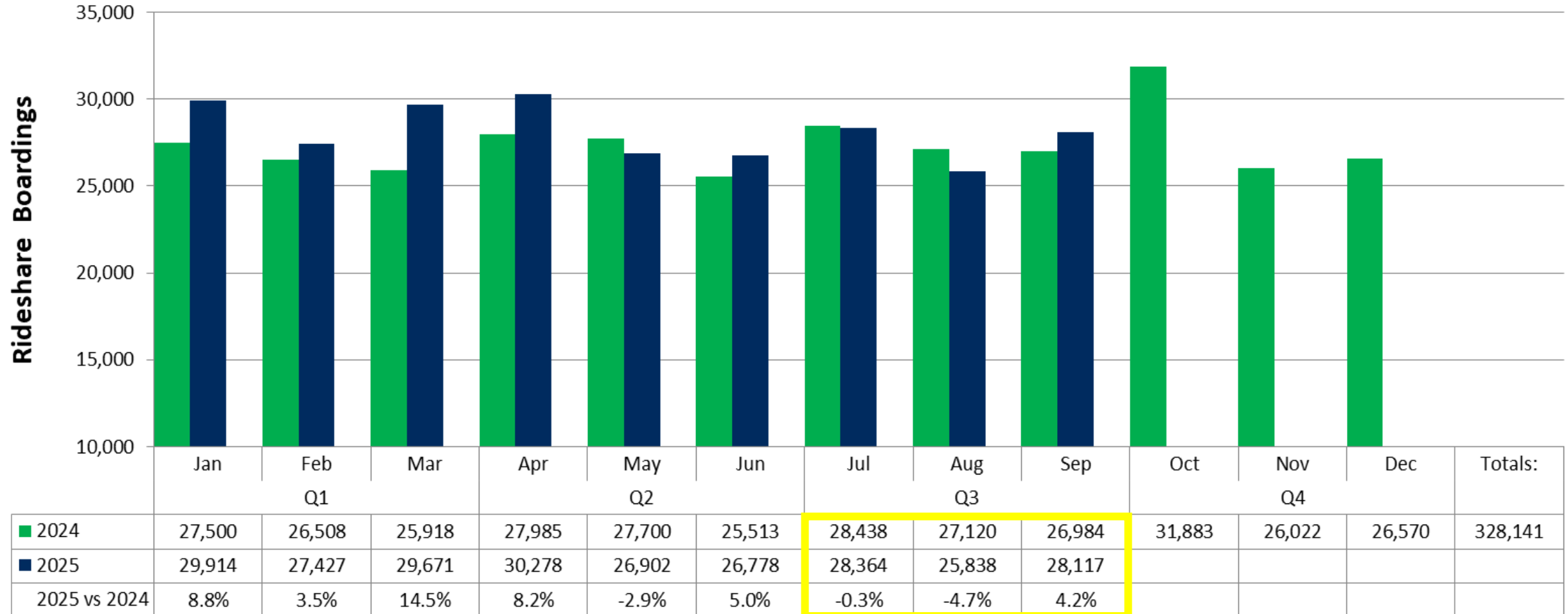
# Dial-A-Ride Ridership

Highlight: 4.0% Increase compared to Q1-Q3 2024



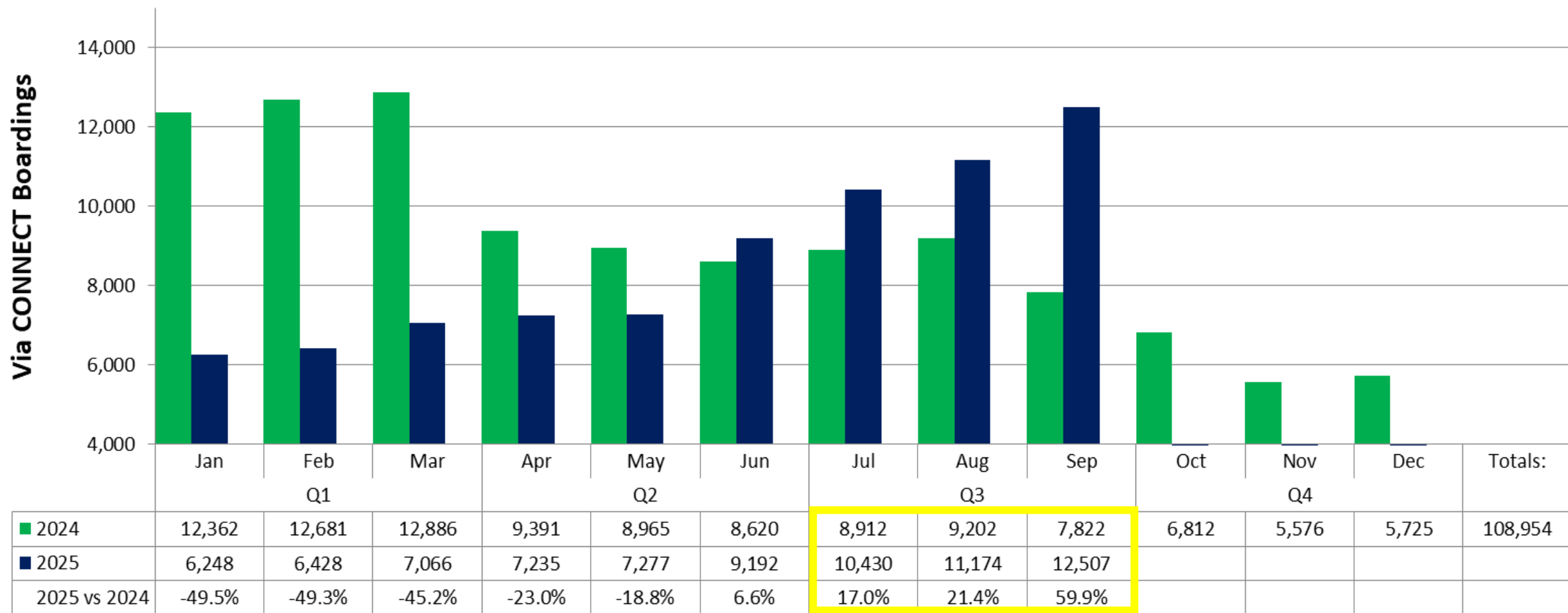
# Rideshare Ridership

Highlight: 3.4% Increase compared to Q1-Q3 2025



# Via CONNECT Ridership

Highlight: 500,000 Customer Served



# On-Time Performance



## Fixed Route

1.0 OTP Performance ▲	Monthly Goal	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025
KPI 1.1 On-Time Arrivals	≥ 90%	▲ 90%	▼ 89%	▲ 90%	▲ 90%	▲ 90%	▲ 91%	▲ 92%	▲ 92%	▼ 88%
KPI 1.2 Early Arrivals	≤ 2%	▼ 5%	▼ 4%	▲ 2%	▲ 2%	▲ 2%	▼ 3%	▲ 2%	▲ 2%	▲ 2%
KPI 1.3 Late Arrivals	≤ 8%	▲ 5%	▲ 7%	▲ 8%	▲ 8%	▲ 8%	▲ 8%	▲ 8%	▲ 8%	▼ 10%

## Dial-A-Ride

2.0 OTP Performance ▲	Monthly Goal	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025
KPI 2.1 On-Time Arrivals	≥ 95%	▲ 98%	▲ 97%	▲ 98%	▲ 96%	▲ 98%	▲ 97%	▲ 95%	▲ 98%	▲ 95%
KPI 2.2 Late Arrivals	≤ 5%	▲ 2%	▲ 3%	▲ 2%	▲ 4%	▲ 2%	▲ 3%	▲ 5%	▲ 2%	▲ 5%

## Via CONNECT

Scheduled Arrival vs Actual Arrival (On Time is within 5 minutes). Completed rides only for both "Prebooked" and "On Demand" types.

3.0 OTP Performance ▲	Monthly Goal	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025
KPI 3.1 On-Time Arrivals	≥ 90%	▲ 100%	▼ 70%	▲ 98%	▼ 89%	▼ 87%	▼ 86%	▼ 87%	▼ 85%	▼ 84%
KPI 3.2 Early Arrivals	≤ 3%	■ 0%	▲ 3%	▲ 0%	▲ 0%	▲ 0%	▲ 0%	▲ 0%	▲ 0%	▲ 0%
KPI 3.3 Late Arrivals	≤ 7%	■ 0%	▼ 27%	▲ 2%	▼ 11%	▼ 13%	▼ 14%	▼ 13%	▼ 15%	▼ 16%

# Q3 Marketing & Outreach Update

## July

- BFT Golf Scramble
- Art in the Park and Water Follies Services
- PNNL Bus Debuts



## August

- National Night Out
- Benton Franklin Fair & Rodeo Grand Parade
- Benton Franklin Fair & Rodeo Service



## September

- Senior Picnic
- Women In Business Golf Cart Shuttle Service
- National Coffee Day





# Benton Franklin Fair & Rodeo



THANK  
YOU



BEN FRANKLIN  
***TRANSIT***





**BEN FRANKLIN  
TRANSIT**

# Bus Stop Improvements

2018 – *Now\**

*\*Data is accurate as of 10/13/2025*





# Considerations and Barriers

COST

TITLE VI

A.D.A.

R.O.W.

PARKING

RIDERSHIP

PERMITTING



# Upgraded Stops

Since Start of Program (2018)

In 2018, the estimated percentage of ADA compliant bus stops was 13%.

That number has increased to roughly 27%.

## **Estimated Breakdown**

*Current compliant stops: 232\**

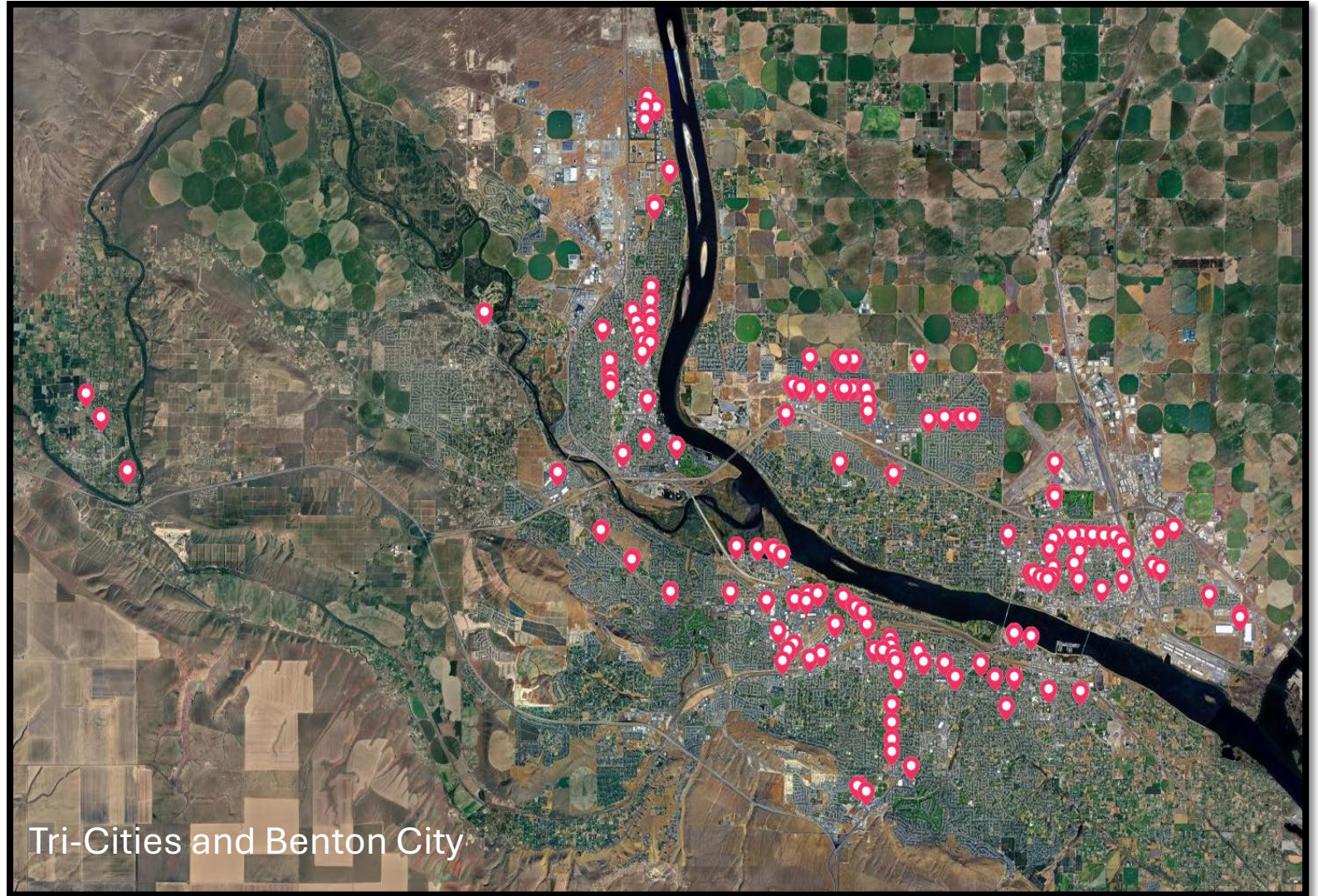
*Non-compliant stops that could be compliant: 510\**

*Non-compliant stops that will stay non-compliant: ~15% (132)\**

## **Annual Goal**

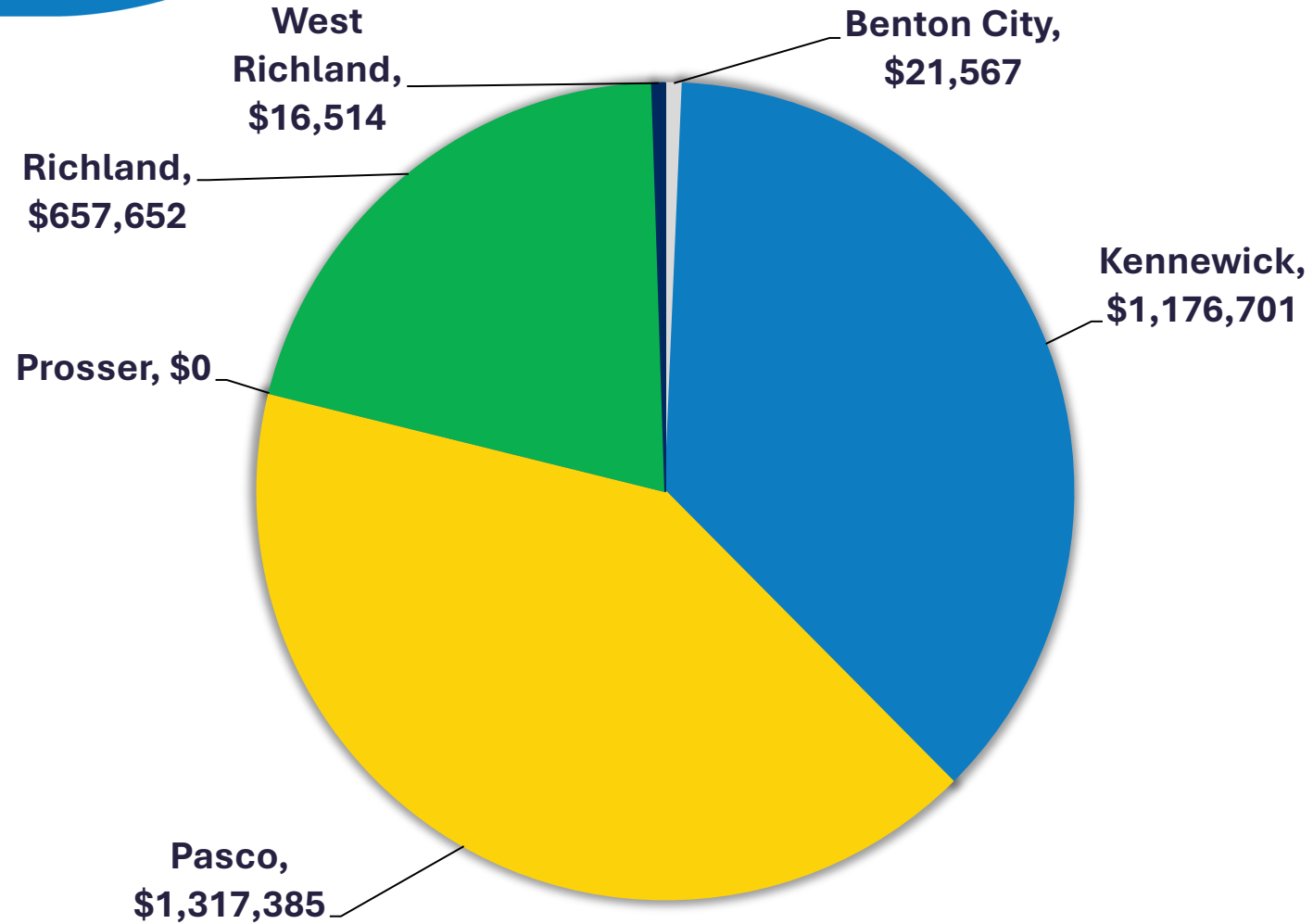
*Increase ADA compliant bus stops by 4% each year*

*\* These estimates will fluctuate.*



# Bus Stop Upgrades

## Investment by City



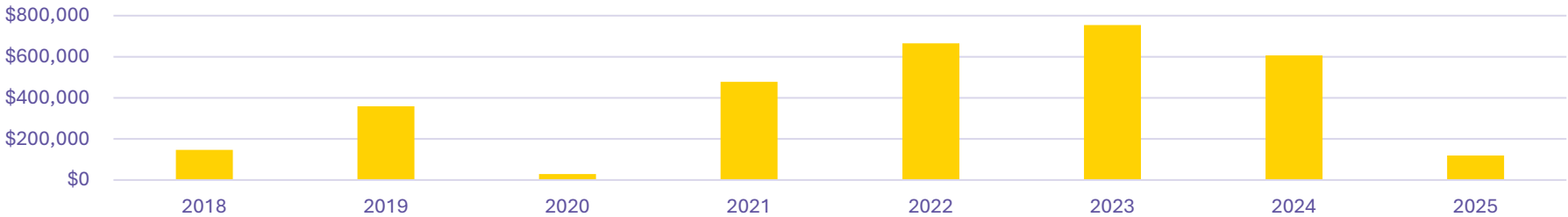
*\* Transit Centers, Transfer Points Excluded*



# Bus Stop Upgrades

## Investment by City & Year

City	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
Pasco	\$94,880	\$71,966	-	\$184,961	\$256,327	\$305,796	\$284,669	\$118,786	\$1,317,385
Kennewick	\$7,590	\$195,832	-	\$80,403	\$264,577	\$393,888	\$234,410	-	\$1,176,701
Richland	\$44,633	\$60,843	\$14,730	\$250,255	\$144,698	\$54,476	\$88,015	-	\$657,652
Benton City	-	\$7,590	\$13,978	-	-	-	-	-	\$21,568
West Richland	-	\$16,514	-	-	-	-	-	-	\$16,514
Prosser	-	-	-	-	-	-	-	-	-
TOTAL	\$147,103	\$358,341	\$28,708	\$477,908	\$665,602	\$754,161	\$607,095	\$118,786	\$3,157,704



\* Transit Centers, Transfer Points Excluded

# Bus Stop Improvements

## By City

City	Total Stops	Total Upgraded Stops	Percent Upgraded	Seating	Shelter	Concrete Only
Pasco	258	66	25.6%	13	27	26
Kennewick	315	50	15.9%	13	25	12
Richland	221	42	19.0%	19	20	3
Benton City	21	3	14.3%	0	3	0
West Richland	43	1	2.3%	0	1	0
Prosser	16	0	0.0%	0	0	0
<b>Total</b>	<b>874</b>	<b>162</b>	<b>18.4%</b>	<b>45</b>	<b>76</b>	<b>41</b>

\* Transit Centers, Transfer Points Excluded



Clearwater Avenue at Columbia Center Boulevard



1<sup>st</sup> Avenue at Nixon Street – Amtrak/Greyhound

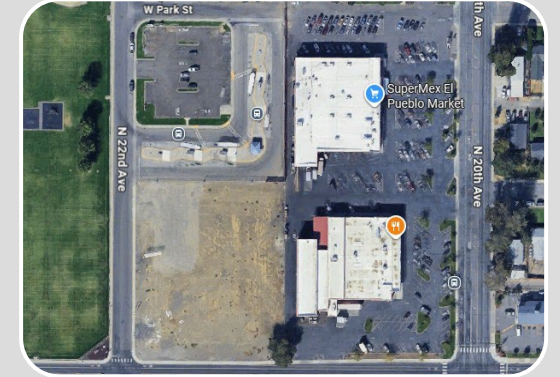
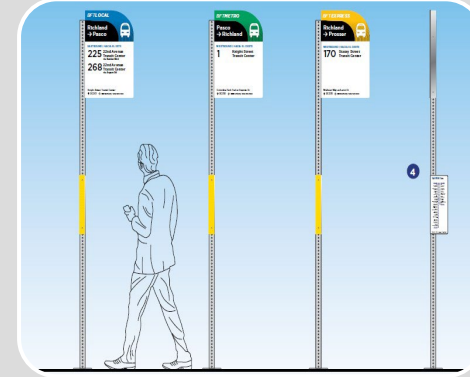
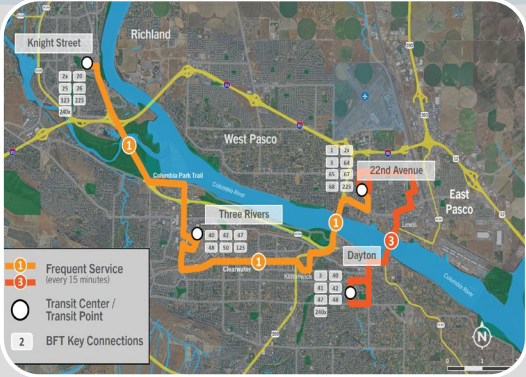




Duportail Street at Queensgate Drive - Walmart



# Looking Forward...



## Frequent Service Corridor

- **Timeline:** 2025-2030
- **Estimated Budget:** \$7.5 million – Grant Funded (Move Ahead WA)
- **Summary:** Planning, engineering, and construction for safely accessing the bus stops along the frequent service corridors (Routes 1, 2, and 3) in the BFT network. Includes updating passenger amenities and working with the jurisdictions on improving infrastructure.

## Current Bus Stop Improvement Contract

- **Timeline:** 2025-2026
- **Budget:** \$1,000,000
- **Summary:** Continuation of the bus stop improvement project. Includes right-of-way permitting, construction, and amenity installation.
- **Focus:** On high ridership stops and West Richland, Prosser, and Benton City

## Updated Signage Project

- **Timeline:** 2026-2028
- **Estimated Budget:** \$550,000
- **Summary:** Signage supplies, manufacturing expenses, right-of-way permitting, and property use agreements for updating signage to be ADA compliant.  
\*Image is a rough rendering; final project might differ based on internal modifications.\*

## 22<sup>nd</sup> Ave Transit Center

- **Timeline:** 2025-2028
- **Estimated Budget:** \$13 million – Grant Funded
- **Summary:** Improvements and upgrades to the 22nd Ave Transit Center. Will include incorporating the empty lot to the south, a customer service space, community driven improvements and close collaboration with internal and external stakeholders.

*“Bus stops are gateways that connect people, places, and possibilities. When we improve them, we improve our community.”*

THANK  
YOU



**BEN FRANKLIN**  
***TRANSIT***



**BEN FRANKLIN**  
***TRANSIT***

# Additional Board Information

## November 2025

1. Board Executive Committee Meeting Minutes of November 6, 2025
2. Upcoming Bids and Requests for Proposals
3. Sales Tax Comparison
4. Treasurer's Report
5. Grant Summary



# **BEN FRANKLIN TRANSIT**

## **BOARD EXECUTIVE COMMITTEE MEETING**

Thursday, November 6, 2025 – 4:00 p.m.

GM Conference Room

1000 Columbia Park Trail, Richland, Washington

*Notice: Meeting attendance options included in-person and virtual via Microsoft Teams*

---

## **MINUTES**

---

**Committee Members Present:** Will McKay, Stephen Bauman, David Sandretto, Kurt Maier

**Committee Member Absent:** None

**Legal Counsel Present:** Jeremy Bishop

**BFT Staff:** Thomas Drozt, Mike Brown, Kevin Sliger, Hilary Carlson, Marcus McCready, Rob Orvis, Joshua Rosas, Kim Williams, Bill Morwood, Mackenzie Miller and Pauline Escalera

### **1. Convene Committee Meeting**

Board Chair Will McKay convened the meeting at 4:00 p.m.

### **Proposed Board Agenda Action Items**

#### **2. Resolution XX-2025- Recommending RideCo US Inc.**

Director of Transportation Michael Brown presented the recommendation for the award of the On-Demand Paratransit Route Scheduling & Management Software and Hardware Solution to RideCo. US Inc.

Action: Approved for recommendation to the full board. Moved to action item for the regular board meeting.

#### **3. Resolution XX-2025-GCB 2139 Agreement (314 Agreement) Amendment**

Kevin Sliger, Chief Planning & Development Officer, presented the Amendment to the GCB 2139 Agreement.

Action: Moved forward on the consent agenda for the regular board meeting.

#### **4. Resolution XX-2025, Authorizing Board Approval of Personnel Policy Changes**

Mackenzie Miller, Director of Human Resources & Labor Relations, presented a resolution stating policy changes that were recommended to be changed.

Action: Moved forward on the consent agenda for the regular board meeting.

**5. Resolution XX-2025, Authorizing CEO to Approve Policy Changes**

Mackenzie Miller, Director of Human Resources & Labor Relations presented a resolution authorizing the Chief Executive Officer to approve administrative policy changes.

Action: Moved forward on the consent agenda for the regular board meeting.

**6. Resolution XX-2025, Authorization to Amend Contract #1507 with CDW-G**

Bill Morwood, Director of IT, presented a resolution authorization to amend contract #1507 with CDW-G for Microsoft 365, Windows Server, and SQL Server licensing services.

Action: Moved forward on the consent agenda for the regular board meeting.

**Additional Documents in Executive Committee Packet**

**7. Notification of Upcoming Bids and Requests for Proposals-** presented by Director of Contracts and Purchasing, Rob Orvis

**8. 2026 Annual Service Plan Update-** presented by Chief Planning and Development Officer, Kevin Sliger

**9. Q3 Performance Report-** presented by Chief Planning and Development Officer, Kevin Sliger

**10. Bus Stop Improvement Program Update-** presented by Chief Planning and Development Officer, Kevin Sliger

**11. Adjourn**

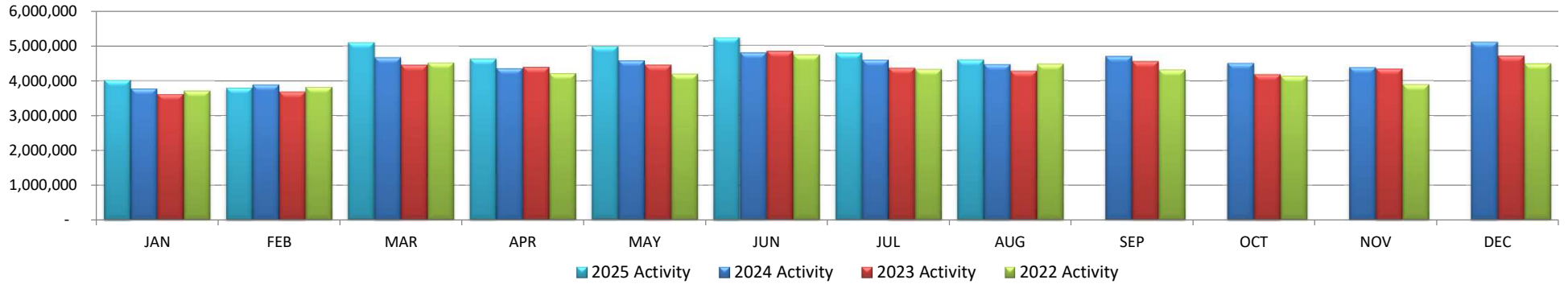
There being no further business, the meeting was adjourned at 4:57 p.m.

**Next Executive Committee Meeting – Thursday, December 4, 2025, at 4:00 p.m.**

As of: 10/23/2025	Budget	Estimated Cost	Contract Term	Type IFB/RFP	Estimated Release Date	Estimated Award Date	Executive Board Committee
In Progress							
Color Code: Yellow - In Process							
Facility Building Progressive Design Build	Capital	\$4,400,000	12 Months	RFQ/RFP	8/13/2025	12/15/2025	X
Operations Daily Scheduling & Time Keeping Solution Software RFP	Capital	\$1,725,000	Up to 10 Years	RFP	9/10/2025	1/20/2026	X
November							
Color Code: Green - Recommendation for Award							
Award - On-Demand Paratransit Route Scheduling & Management Software	Capital	\$2,143,000	Up to 10 Years	RFP	5/12/2025	11/20/2025	X
December							
Color Code: Grey - Future Procurement Awards							
Award - Facility Building Progressive Design Build Contract	Capital	\$4,400,000	12 Months	RFQ/RFP	8/13/2025	12/15/2025	X
January							
Operations Daily Scheduling & Time Keeping Solution Software RFP	Capital	\$1,725,000	Up to 10 Years	RFP	9/10/2025	1/20/2026	X



### BFT Sales Tax Comparison 2022 to YTD 2025



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	YTD
2025 Activity	4,028,139	3,801,594	5,109,334	4,638,629	4,990,190	5,237,821	4,806,653	4,595,278					37,207,639	\$ 37,207,639
2024 Activity	3,779,941	3,890,902	4,676,729	4,364,050	4,587,567	4,803,116	4,610,109	4,470,339	4,705,860	4,510,224	4,388,830	5,121,953	53,909,620	\$ 35,182,753
2023 Activity	3,621,393	3,685,398	4,462,542	4,404,165	4,461,692	4,845,735	4,376,047	4,276,040	4,559,657	4,191,167	4,349,920	4,724,583	51,958,339	
2022 Activity	3,718,461	3,818,560	4,527,951	4,220,707	4,199,919	4,741,316	4,335,247	4,477,763	4,315,048	4,142,860	3,892,338	4,504,698	50,894,868	
Chg 25 to 24	248,198	(89,308)	432,605	274,580	402,623	434,705	196,543	124,940	-	-	-	-	2,024,886	
Chg 24 to 23	158,549	205,504	214,187	(40,116)	125,875	(42,619)	234,062	194,299	146,203	319,057	38,909	397,370	1,951,280	
Chg 23 to 22	(97,068)	(133,162)	(65,409)	183,458	261,773	104,419	40,800	(201,724)	244,609	48,307	457,583	219,885	1,063,471	
Chg 22 to 21	500,991	738,291	274,103	58,223	72,428	307,145	340,156	569,799	178,872	42,300	(237,388)	(221,564)	2,623,356	
% Chg 25 to 24	6.6%	-2.3%	9.3%	6.3%	8.8%	9.1%	4.3%	2.8%					5.8%	
% Chg 24 to 23	4.4%	5.6%	4.8%	-0.9%	2.8%	-0.9%	5.3%	4.5%	3.2%	7.6%	0.9%	8.4%	3.8%	
% Chg 23 to 22	-2.6%	-3.5%	-1.4%	4.3%	6.2%	2.2%	0.9%	-4.5%	5.7%	1.2%	11.8%	4.9%	2.1%	
% Chg 22 to 21	15.6%	24.0%	6.4%	1.4%	1.8%	6.9%	8.5%	14.6%	4.3%	1.0%	-5.7%	-4.7%	5.4%	
2025 Budget	3,738,700	3,748,300	4,690,300	4,528,500	4,529,100	4,965,400	4,499,800	4,484,000	4,607,600	4,403,500	4,381,400	4,942,200	53,518,800	\$ 35,184,100
2024 Budget	3,717,000	3,783,000	4,584,000	4,514,000	4,573,000	4,967,000	4,485,000	4,383,000	4,675,000	4,296,000	4,459,000	4,728,000	53,164,000	\$ 35,006,000
2023 Budget	3,680,707	3,513,039	4,384,049	4,227,086	4,601,849	5,074,020	4,571,488	4,468,766	4,739,106	4,447,024	4,513,023	5,179,843	53,400,000	
2022 Budget	3,339,912	3,196,447	3,822,127	3,685,386	4,188,859	4,468,726	4,219,761	4,071,741	4,363,599	4,029,370	4,099,852	4,641,719	48,127,500	
Vs. 2025 Budget	289,439	53,294	419,034	110,129	461,090	272,421	306,853	111,278					2,023,539	5.8%
Vs. 2024 Budget	62,941	107,902	92,729	(149,950)	14,567	(163,884)	125,109	87,339	30,860	214,224	(70,170)	393,953	745,620	0.5%
Vs. 2023 Budget	(59,315)	172,359	78,493	177,079	(140,157)	(228,285)	(195,440)	(192,726)	(179,449)	(255,857)	(163,103)	(455,260)	(1,441,661)	-2.7%
Vs. 2022 Budget	378,549	622,113	705,824	535,321	11,060	272,590	115,486	406,023	(48,551)	113,489	(207,515)	(137,021)	2,767,368	5.8%



## Ben Franklin Transit Treasurer's Report

Date: November 13, 2025

To: Ben Franklin Transit Board of Directors

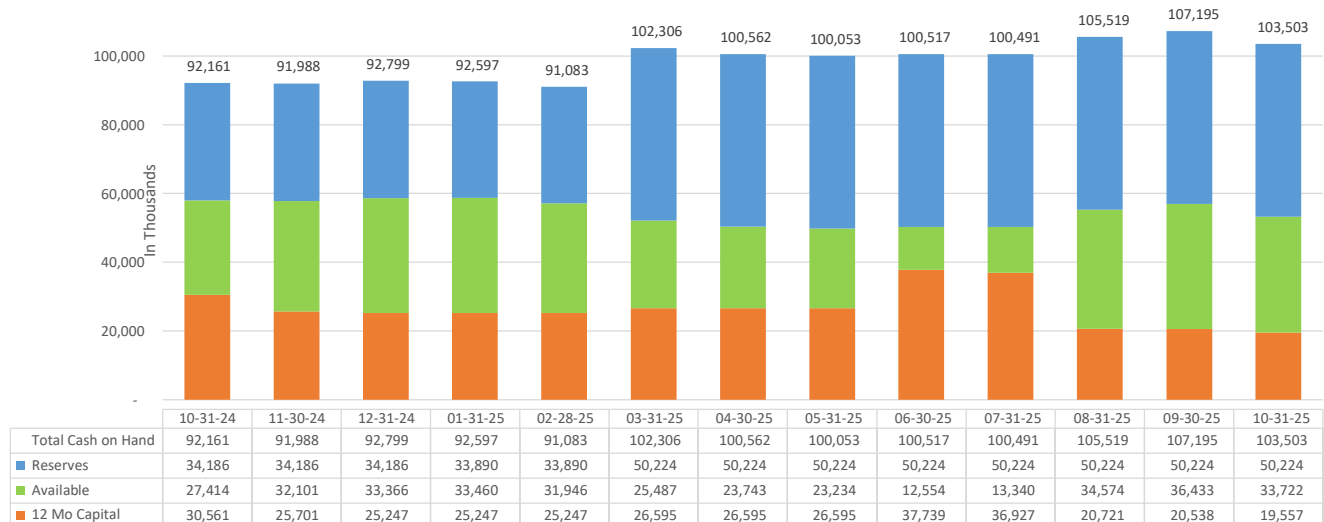
From: Finance Department

Subject: Treasurer's Report - As of Oct 31, 2025

The Investment Position of Ben Franklin Transit as of the Close of Business on Oct 31, 2025 is as follows:

ITEM	RATE	MATURITY	COST	% OF TOTAL
WA State Government Investment Pool	4.1722%	Open	\$ 93,038,240	89.9%
<b>Subtotal Investments</b>			<b>93,038,240</b>	<b>89.9%</b>
Check Book Balance, Petty Cash, & Travel Account			10,464,854	10.1%
				<b>100.0%</b>
<b>Total Cash and Equivalents on Hand</b>			<b>\$ 103,503,094</b>	
<b>Less Reserve Funds</b>				
Operating Reserves			(32,667,000)	
Fuel Reserves			(2,357,000)	
Fleet Replacement Reserves			(8,450,000)	
Non-Fleet Capital Reserves			(6,750,000)	
<b>Total Reserves</b>			<b>(50,224,000)</b>	
<b>Subtotal Funds Available</b>			<b>53,279,094</b>	
<b>Local Funds Obligated for Capital Projects (2024 - 2030)</b>	<b>Local Funds Approved Remaining Budget Authority</b>	<b>12 Month Estimated Outflows</b>	<b>(19,557,409)</b>	
Fleet Vehicles	(13,464,567)	(349,021)		
Facilities - Transit Centers & Amenities	(61,614,737)	(9,306,186)		
Equipment	(1,844,803)	(1,415,168)		
Facilities - MOA Campus	(10,619,259)	(1,252,882)		
Technology	(7,209,716)	(4,150,012)		
Other	(7,933,004)	(3,084,140)		
	<b>(102,686,086)</b>	<b>(19,557,409)</b>		
<b>Net Funds Available</b>			<b>\$ 33,721,685</b>	

Total Cash & Investments (in thousands) as of Oct 31, 2025





## GRANTS SUMMARY

Source	Grant	Total Awards	Total Funds Available
Federal			
	5307	62,797,282	49,668,856
	5310	2,016,397	2,016,397
	5339	<u>3,361,098</u>	<u>2,886,799</u>
	<b>Total Federal</b>	<b>68,174,777</b>	<b>54,572,052</b>
State			
	Formula Grants	13,947,411	13,452,521
	RMG Grants	6,845,000	6,592,883
	Rideshare Grants	958,207	907,051
	Move Ahead WA Grants	<u>3,400,000</u>	<u>3,306,417</u>
	<b>Total State</b>	<b>25,150,618</b>	<b>24,258,872</b>
Other			
	WSTIP	<u>53,802</u>	<u>5,000</u>
	<b>Total Other</b>	<b>53,802</b>	<b>5,000</b>
<b>Total Grants</b>		<b>93,379,197</b>	<b>78,835,924</b>

Pending	Grant	Year	Total Requested
Other-Federal			
	NEA - Art Bus Wraps	2026	<u>60,000</u>
	<b>Total Other-Federal</b>		<b>60,000</b>
<b>Total Pending</b>			<b>60,000</b>

## FEDERAL GRANTS

FUNDING SOURCE	AWARD YEAR	TOTAL AWARD/BUDGET	TOTAL FUNDS AVAILABLE
5307	2018	6,515,735	98,210
5307	2019	6,471,622	3,918,228
5307	2020	6,689,922	5,017,442
5307	2021	6,704,521	5,885,055
5307	2022	8,593,081	6,927,520
5307	2023	8,729,975	8,729,975
5307	2024	9,283,725	9,283,725
5307	2025	9,808,701	9,808,701
TOTAL 5307			49,668,856
			49,668,856
5310	2018	176,938	176,938
5310	2019	183,530	183,530
5310	2020	192,711	192,711
5310	2021	203,019	203,019
5310	2022	294,460	294,460
5310	2023	310,451	310,451
5310	2024	326,922	326,922
5310	2025	328,366	328,366
TOTAL 5310			2,016,397
			2,016,397
5339	2022	777,766	303,467
5339	2023	799,085	799,085
5339	2024	862,035	862,035
5339	2025	922,212	922,212
TOTAL 5339			2,886,799
			2,886,799
TOTAL FED FUNDS		68,174,777	54,572,052

## STATE GRANTS

FUNDING SOURCE	AWARD YEAR	TOTAL AWARD/BUDGET	TOTAL FUNDS AVAILABLE
Transit Support	2025-2027	7,109,914	6,615,024
Special Needs	2025-2027	6,837,497	6,837,497
			-
			-
TOTAL FORMULA		13,947,411	13,452,521
			13,452,521
RMG - W. Pasco	2025-2027	3,713,000	3,644,629
RMG - 22nd Ave	2025-2027	1,852,000	1,668,254
RMG - Peak Serv.	2025-2027	1,280,000	1,280,000
			-
			-
TOTAL RMG GRANTS		6,845,000	6,592,883
			6,592,883
PT Rideshare	2025-2027	542,700	542,700
RS Subsidy	2025-2027	415,507	364,351
			-
			-
TOTAL RIDESHARE GRANTS		958,207	907,051
			907,051
Long Range Corridor	2025-2033	3,400,000	3,306,417
		-	-
			-
			-
TOTAL MAWA GRANTS		3,400,000	3,306,417
TOTAL STATE FUNDS		25,150,618	24,258,872

## OTHER GRANTS

FUNDING SOURCE	AWARD YEAR	TOTAL AWARD/BUDGET	TOTAL FUNDS AVAILABLE
WSTIP - Tech	2025	48,802	-
WSTIP - Risk Mngt.	2025	5,000	5,000
			-
			-
TOTAL WSTIP			5,000
			5,000
		-	-
		-	-
		-	-
		-	-
		-	-
TOTAL			-
			-
		-	-
		-	-
		-	-
		-	-
TOTAL			-
			-
TOTAL STATE FUNDS			5,000

PENDING GRANTS

FUNDING SOURCE	AWARD YEAR	TOTAL REQUESTED	TOTAL FUNDS PENDING
NEA - Federal	2026	60,000	60,000
		-	-
			-
			-
TOTAL OTHER			60,000
			60,000
		-	-
		-	-
		-	-
		-	-
		-	-
TOTAL STATE			-
			-
		-	-
		-	-
		-	-
		-	-
TOTAL FEDERAL			-
			-
TOTAL PENDING AWARDS		60,000	60,000