



Selkirks-Pend Oreille Transit Authority

Public Notice of Regular Board Meeting Agenda

11:00 am, Thursday, October 21, 2021, SPOT Office

31656 Hwy 200, Suite 102. Ponderay, ID

Zoom Meeting ID: 873 5889 4410

Passcode: 919922

1. Call to Order and Roll Call
2. Public comment period for items not on the Agenda (including questions from the press)
3. Approval of Minutes
 - a. Action Item: Approve Minutes of the September 16, 2021 regular meeting.
4. Financial Reports
 - a. Action Item: Accept Financial Reports for September 2021
 - b. Action Item: Approve Payment of Prepaid Bills and Outstanding Bills
5. Staff Reports
 - a. Ridership – David Sims
 - b. Operations – David Sims
6. Committee Reports
 - a. Boundary County Service Development Committee
 - b. Finance Committee Update
7. Action and Discussion Items:
 - a. Action Item: Approve Washington State Transit Bus Cooperative Purchasing Agreement
 - b. Action Item: Consider driver wages
 - c. Action Item: Consider budget amount for 2022-2024 ITD grant requests
8. Comments from the Chair and Board Members
9. Adjournment

Note: Public information on agenda items is available from the SPOT office at 31656 Highway 200 Suite 102, Ponderay, ID or call (208) 263-3774. Any person needing special accommodations at the above noticed meeting should contact SPOT three days prior to the meeting at (208) 263-3774.

**MEETING MINUTES
SPOT**



**SELKIRK PEND OREILLE TRANSIT
September 16, 2021**

NANCY LEWIS CALLED THE MEETING TO ORDER AT 11:02 A.M.

PRESENT: Clif Warren, Colleen Culwell, David Sims, Gary Kunzeman, Nancy Lewis, Shannon Pittman, Ron Smith, Zale Palmer

Absent: Wally Cossairt

PUBLIC HEARING FOR PROPOSED SPOT 2021-2022 BUDGET: No public present.
No action taken. Public hearing closed.

MINUTES: Approve minutes of the August 19, 2021 regular meeting as presented.
Motion to Approve: Ron Smith/ Gary Kunzeman. All in favor. Approved

FINANCIAL REPORTS:

- A. Accept Financial Reports for August. The Finance Committee reviewed the financial reports. Over budget for month of August, primarily due to fuel costs and repairs. Year-to-date is still fine. Large accounts receivables as of end of August were collected in early September.

Motion to approve financial reports: Zale Palmer/ Ron Smith. All in favor. Approved

- B. Approve payment of prepaid bills and outstanding bills.

Motion to approve payment of prepaid bills and outstanding bills: Zale Palmer/ Ron Smith. All in favor. Approved

STAFF REPORTS:

Ridership: David Sims reported that July fixed route ridership dropped again in August, back to winter numbers. The Senior Center in Bonners Ferry has closed again. We have had COVID-19 riders in both Bonner and Boundary counties. No drivers yet with COVID-19. The Schweitzer Fall Fest was held in September and we had around 3,300 rides, which is an 18% increase from last year. The demand service in Sandpoint was the highest it has been since July 2019. Expect September numbers to be softer.

Operations: We have the new contract with Washington State. Can order the new buses once it is approved. The ITD is still working on the PSA's. Pulled back 6 months due to increased COVID numbers. The new schedules have been printed with the new Kaniksu stop. Keokee has started on the social media campaign. They are also working on adding Boundary County to the website. The shelter grant has been extended for another year. The bus stop slab poured at the new apartment complex in Ponderay was done incorrectly. David to work with Sandpoint on the bus stop slab at Kaniksu as it interferes with the sidewalk. Also working on a stop at Bonner General Hospital. Mike White continues to have long delays in working on buses. Having to use Compass more. They are more expensive, but more responsive.

COMMITTEE REPORTS:

- A. **Boundary County Service Development Committee:** Did not meet. Nothing to report.
- B. **Finance Committee Update:** Zale Palmer reported all 5311 costs for the last two months of the fiscal year will be funded 100% from CARES funds due to lack of match. The finance committee also discussed the revisions to the employee manual, mainly around full-time/part-time status and vacation/PTO benefits. The grant cycle for 2022/2024 was started a month early and deadline was also moved up a month. Applications due by October 31, 2021.

ACTION & DISCUSSION ITEMS:

- A. **Action Item: Adopt 2021-2022 budget.** The budget to be adopted as previously presented.
Motion to adopt the 2021-2022 budget. Gary Kunzeman/ Zale Palmer. Approved.
- B. **Approve audit engagement for 2020-2021 with Anderson Brothers.** Engagement letter to be signed to authorize auditors.
Motion to approve the audit engagement for 2021-2021 with Anderson Brothers. Ron Smith/ Gary Kunzeman. Approved.
- C. **Approve Washington State Transit Bus Cooperative Purchasing Agreement.** The state made minimal changes to the previously approved version. ITD is okay with the changes.
Motion to approve the Washington State Transit Bus Cooperative Purchasing Agreement. Zale Palmer/ Ron Smith. Approved.
- D. **Consider employee holiday, vacation and PTO policies.** Currently an employee must work 30 hours or more per week to qualify for vacation. Discussion about whether we should combine the vacation and PTO. Also, whether the combined benefit would carryforward if not used. There was discussion about methods to calculate the 30 hours per week due to fluctuating schedules. Suggestion was made to calculate hours worked for the past year on each employee's anniversary date – total hours divided by number of weeks worked. Also discussion about credit for past service when an employee leaves and is later rehired. David and Colleen to take another pass at the draft for final presentation to the Board.
No actions taken.
- E. **Consider Mountain Route driver wages.** David recommends offering mountain drivers \$19/hour plus \$1/hour hazard pay. Plus a bonus at the end of the season, if they complete the season, either in cash or a ski pass. For comparison, Mountain Rides is paying up to \$28/hour and McCall starts at \$16.50 plus \$5/hour hazard pay. The proposed bonus would be \$1.50/hour worked payable at the end of the season, or a ski pass at the beginning of the season, which would be deactivated should they not finish the season. The employee would be required to work at least three days a week to qualify for the bonus.
Motion to raise the Mountain route driver wage to \$19/hour plus \$1/hour hazard pay, plus incentive bonus of \$1.50/hour to be paid at end of season or ski pass to use from start of season, only if they finish the season. Ron Smith/ Gary Kunzeman. Approved.

COMMENTS FROM THE CHAIR AND BOARD MEMBERS: None

Meeting adjourned 12:02 p.m.

Selkirks-Pend Oreille Transit Authority
Summarized Balance Sheet
As of September 30, 2021

| ASSETS | Bonner County | Boundary County | Van Pool | Total |
|---------------------------------------|----------------------|------------------------|-----------------|---------------------|
| Current Assets | | | | |
| Checking/Savings | 229,209.14 | 10,229.21 | 4,413.69 | 243,852.04 |
| Accounts Receivable | 1,780.49 | 448.35 | 0.00 | 2,228.84 |
| Grant Funds Receivable | 148,435.73 | 9,612.49 | 0.00 | 158,048.22 |
| Total Other Current Assets | 30,740.41 | 1,723.08 | 0.00 | 32,463.49 |
| Total Current Assets | 410,165.77 | 22,013.13 | 4,413.69 | 436,592.59 |
| Total Fixed Assets | 1,058,740.01 | 72,360.37 | 0.00 | 1,131,100.38 |
| TOTAL ASSETS | 1,468,905.78 | 94,373.50 | 4,413.69 | 1,567,692.97 |
| LIABILITIES & EQUITY | | | | |
| Liabilities | | | | |
| Current Liabilities | 40,819.90 | 2,031.11 | 0.00 | 42,851.01 |
| Equity | 1,428,085.88 | 92,342.39 | 4,413.69 | 1,524,841.96 |
| TOTAL LIABILITIES & EQUITY | 1,468,905.78 | 94,373.50 | 4,413.69 | 1,567,692.97 |

**Selkirks-Pend Oreille Transit Authority
 Summary Profit & Loss Budget vs. Actual
 September 2021**

| | Bonner County | | Boundary County | | Mountain Route | | Van Pool | | Total | |
|---------------------------------|---------------|-------------------|-----------------|------------------|-----------------|------------------|-------------|-------------|-----------------|-------------------|
| | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget |
| Total Income | 76,442.41 | 64,494.96 | 6,034.69 | 6,110.63 | 13,800.86 | 6,385.79 | 0.00 | 0.00 | 96,277.96 | 76,991.38 |
| Expenses: | | | | | | | | | | |
| Administration | 9,975.50 | 9,145.88 | 244.53 | 609.78 | 1,847.77 | 1,189.70 | 0.00 | 0.00 | 12,067.80 | 10,945.36 |
| Operations | 53,015.06 | 57,818.86 | 5,777.83 | 6,541.04 | 9,837.81 | 9,313.51 | 0.00 | 0.00 | 68,630.70 | 73,673.41 |
| Preventative Maintenance | 9,166.51 | 6,602.44 | 0.00 | 629.31 | 807.78 | 0.00 | 0.00 | 0.00 | 9,974.29 | 7,231.75 |
| Total Expenses | 72,157.07 | 73,567.18 | 6,022.36 | 7,780.13 | 12,493.36 | 10,503.21 | 0.00 | 0.00 | 90,672.79 | 91,850.52 |
| Net Ordinary Income | 4,285.34 | -9,072.22 | 12.33 | -1,669.50 | 1,307.50 | -4,117.42 | 0.00 | 0.00 | 5,605.17 | -14,859.14 |
| Other Income/Expense | -3,655.82 | -19,611.58 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -3,655.82 | -19,611.58 |
| Net Income | 629.52 | -28,683.80 | 12.33 | -1,669.50 | 1,307.50 | -4,117.42 | 0.00 | 0.00 | 1,949.35 | -34,470.72 |

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**Selkirks-Pend Oreille Transit Authority
 Summary Profit & Loss Budget vs. Actual
 October - September 2021**

| | Bonner County | | Boundary County | | Mountain Route | | Van Pool | | Total | |
|---------------------------------|------------------|-------------------|-----------------|-----------------|------------------|-----------------|-------------|-------------|------------------|-------------------|
| | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget |
| Total Income | 617,062.42 | 730,417.68 | 55,356.74 | 78,604.75 | 186,409.92 | 201,813.56 | 0.00 | 0.00 | 858,829.08 | 1,010,835.99 |
| Expenses: | | | | | | | | | | |
| Administration | 107,451.26 | 120,550.34 | 6,894.31 | 8,377.40 | 19,577.35 | 24,088.00 | 0.00 | 0.00 | 133,922.92 | 153,015.74 |
| Operations | 393,884.81 | 427,350.10 | 42,412.96 | 57,692.40 | 106,586.97 | 143,027.13 | 0.00 | 0.00 | 542,884.74 | 628,069.63 |
| Preventative Maintenance | 75,713.71 | 79,789.14 | 1,624.72 | 8,151.71 | 36,473.65 | 24,777.83 | 0.00 | 0.00 | 113,812.08 | 112,718.68 |
| Total Expenses | 577,049.78 | 627,689.58 | 50,931.99 | 74,221.51 | 162,637.97 | 191,892.96 | 0.00 | 0.00 | 790,619.74 | 893,804.05 |
| Net Ordinary Income | 40,012.64 | 102,728.10 | 4,424.75 | 4,383.24 | 23,771.95 | 9,920.60 | 0.00 | 0.00 | 68,209.34 | 117,031.94 |
| Other Income/Expense | -24,951.79 | -138,667.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -24,951.79 | -138,667.00 |
| Net Income | 15,060.85 | -35,938.90 | 4,424.75 | 4,383.24 | 23,771.95 | 9,920.60 | 0.00 | 0.00 | 43,257.55 | -21,635.06 |

0.00 (0.00)

Selkirks-Pend Oreille Transit Authority
Paid Bills Detail
As of September 28, 2021

| | <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Open Balance</u> |
|--------------------------------------|-------------|-------------|------------|-------------------------------|
| Coleman Oil | | | | |
| | Bill | 09/12/2021 | CL96042 | 1,641.34 |
| | Bill | 09/19/2021 | CL97656 | 1,748.51 |
| Total Coleman Oil | | | | <u>3,389.85</u> |
| Mike White Ford of Sandpoint | | | | |
| | Bill | 09/15/2021 | 5125 | 72.72 |
| | Bill | 09/15/2021 | 19873 | 202.73 |
| | Bill | 09/16/2021 | 19904 | 1,188.64 |
| | Bill | 09/17/2021 | 19927 | 299.00 |
| | Bill | 09/22/2021 | 20001 | 37.83 |
| Total Mike White Ford of Sandpoint | | | | <u>1,800.92</u> |
| Napa Auto Parts | | | | |
| | Bill | 09/12/2021 | 051189 | 90.06 |
| Total Napa Auto Parts | | | | <u>90.06</u> |
| Pressure Clean Services, Inc. | | | | |
| | Bill | 09/10/2021 | 15269 | 350.00 |
| | Bill | 09/20/2021 | 15288 | 160.00 |
| | Bill | 09/25/2021 | 15308 | 240.00 |
| Total Pressure Clean Services, Inc. | | | | <u>750.00</u> |
| Verizon Wireless | | | | |
| | Bill | 09/13/2021 | | 246.76 |
| Total Verizon Wireless | | | | <u>246.76</u> |
| Zipty Fiber | | | | |
| | Bill | 09/22/2021 | | 164.79 |
| Total Zipty Fiber | | | | <u>164.79</u> |
| Zipty Fiber - BF | | | | |
| | Bill | 09/13/2021 | | 38.79 |
| Total Zipty Fiber - BF | | | | <u>38.79</u> |
| TOTAL | | | | <u><u>6,481.17</u></u> |

Selkirks-Pend Oreille Transit Authority
Paid Bills Detail
As of October 12, 2021

| | <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Open Balance</u> |
|--------------------------------------|-------------|-------------|------------|--------------------------------|
| Bonner County Daily Bee | | | | |
| | Bill | 09/30/2021 | | 207.76 |
| Total Bonner County Daily Bee | | | | <u>207.76</u> |
| Coleman Oil | | | | |
| | Bill | 09/26/2021 | CL98605 | 1,609.04 |
| | Bill | 09/30/2021 | CL99323 | 1,065.87 |
| | Bill | 10/03/2021 | CL07853 | 576.49 |
| | Bill | 10/10/2021 | CL08932 | 1,709.86 |
| Total Coleman Oil | | | | <u>4,961.26</u> |
| First Bankcard | | | | |
| | Bill | 09/28/2021 | | 8,212.43 |
| Total First Bankcard | | | | <u>8,212.43</u> |
| Mike White Ford of Sandpoint | | | | |
| | Bill | 10/06/2021 | 20221 | 37.83 |
| Total Mike White Ford of Sandpoint | | | | <u>37.83</u> |
| Mountain Ledgers | | | | |
| | Bill | 09/30/2021 | 5728 | 675.00 |
| Total Mountain Ledgers | | | | <u>675.00</u> |
| Napa Auto Parts | | | | |
| | Bill | 09/15/2021 | 051719 | 33.42 |
| Total Napa Auto Parts | | | | <u>33.42</u> |
| Pressure Clean Services, Inc. | | | | |
| | Bill | 10/02/2021 | 15330 | 240.00 |
| | Bill | 10/08/2021 | 15350 | 260.00 |
| Total Pressure Clean Services, Inc. | | | | <u>500.00</u> |
| TOTAL | | | | <u><u>14,627.70</u></u> |

Selkirks-Pend Oreille Transit Authority
Unpaid Bills Detail
As of October 16, 2021

| Type | Date | Num | Open Balance |
|--|------------|---------------|-----------------|
| Bonner General Health | | | |
| Bill | 09/30/2021 | Sept. testing | 120.00 |
| Total Bonner General Health | | | 120.00 |
| Bryson Sales & Service, Inc. | | | |
| Bill | 09/24/2021 | 180683 | 395.73 |
| Bill | 09/29/2021 | 180766 | 42.00 |
| Total Bryson Sales & Service, Inc. | | | 437.73 |
| Evergreen Towing | | | |
| Bill | 10/07/2021 | 12059 | 75.00 |
| Total Evergreen Towing | | | 75.00 |
| Interstate Concrete & Asphalt | | | |
| Bill | 09/23/2021 | 751219-1 | 2,872.00 |
| Total Interstate Concrete & Asphalt | | | 2,872.00 |
| KG&T Septic, Inc. | | | |
| Bill | 09/20/2021 | 23764 | 120.00 |
| Total KG&T Septic, Inc. | | | 120.00 |
| Spokane Testing Solutions | | | |
| Bill | 09/30/2021 | 9934 | 165.00 |
| Total Spokane Testing Solutions | | | 165.00 |
| TOTAL | | | 3,789.73 |

SPOT Ridership

| 2021 | Fixed | Demand | Van Pool | Bonnors Ferry | Mountain Route | Total | |
|------------------|---------------|--------------|----------|---------------|----------------|---------------|---------------|
| January | 3,334 | 270 | | 111 | 9,300 | 13,015 | |
| February | 3,278 | 311 | | 96 | 7,894 | 11,579 | |
| March | 4,345 | 414 | | 111 | 6,715 | 11,585 | |
| April | 3,513 | 331 | | 97 | 1,531 | 5,472 | |
| May | 3,949 | 299 | | 69 | | 4,317 | |
| June | 3,782 | 375 | | 119 | | 4,276 | |
| July | 4,420 | 388 | | 169 | 524 | 5,501 | *759 Festival |
| August | 3,965 | 460 | | 139 | | 4,564 | *618 Festival |
| September | 3,392 | 459 | | 123 | 3,382 | 7,356 | |
| October | | | | | | 0 | |
| November | | | | | | 0 | |
| December | | | | | | 0 | |
| TOTAL YTD | 33,978 | 3,307 | 0 | 1,034 | 29,346 | 67,665 | |

| 2020 | Fixed | Demand | Van Pool | Bonnors Ferry | Mountain Route | Total | |
|------------------|---------------|--------------|--------------|---------------|----------------|---------------|--|
| January | 4,869 | 397 | 258 | 320 | 18,478 | 24,322 | |
| February | 4,820 | 404 | 226 | 267 | 13,992 | 19,709 | |
| March | 3,463 | 319 | 182 | 140 | 6,139 | 10,243 | |
| April | 1,702 | 101 | 0 | 90 | 0 | 1,893 | |
| May | 2,575 | 164 | 8 | 86 | 0 | 2,833 | |
| June | 3,103 | 287 | 94 | 97 | 0 | 3,581 | |
| July | 3,009 | 387 | 160 | 123 | 0 | 3,679 | |
| August | 2,933 | 313 | 140 | 83 | 0 | 3,469 | |
| September | 3,132 | 314 | 0 | 118 | 0 | 3,564 | |
| October | 3,152 | 391 | 0 | 120 | 0 | 3,663 | |
| November | 2,735 | 293 | 0 | 119 | 746 | 3,893 | |
| December | 3,213 | 289 | | 85 | 7,241 | 10,828 | |
| TOTAL YTD | 38,706 | 3,659 | 1,068 | 1,648 | 46,596 | 91,677 | |

| 2019 | Fixed | Demand | Van Pool | Bonnors Ferry | Mountain Route | Total | |
|--------------|---------------|--------------|--------------|---------------|----------------|----------------|----------|
| January | 4,579 | 439 | 236 | 271 | | 5,525 | |
| February | 3,847 | 373 | 262 | 215 | 5,963 | 10,660 | |
| March | 4,776 | 443 | 276 | 253 | 11,583 | 17,331 | |
| April | 4,846 | 452 | 332 | 257 | 1,699 | 7,586 | |
| May | 4,618 | 446 | 254 | 245 | | 5,563 | |
| June | 4,129 | 381 | 244 | 256 | | 5,010 | |
| July | 4,189 | 460 | 284 | 249 | | 5,182 | |
| August | 7,984 | 389 | 272 | 225 | 1,594 | 10,464 | *2,934 |
| September | 4,042 | 401 | 268 | 230 | 1,269 | 6,210 | Festival |
| October | 4,310 | 457 | 294 | 239 | | 5,300 | |
| November | 4,473 | 395 | 232 | 226 | 393 | 5,719 | |
| December | 4,806 | 383 | 212 | 258 | 13,013 | 18,672 | |
| TOTAL | 56,599 | 5,019 | 3,166 | 2,924 | 35,514 | 103,222 | |

| 2018 | Fixed | Demand | Van Pool | Bonnors Ferry | Total | |
|--------------|---------------|--------------|--------------|---------------|---------------|----------|
| January | 5,201 | 391 | 204 | 207 | 6,003 | |
| February | 4,885 | 341 | 322 | 233 | 5,781 | |
| March | 5,931 | 345 | 320 | 247 | 6,843 | |
| April | 5,962 | 367 | 324 | 188 | 6,841 | |
| May | 4,742 | 351 | 270 | 212 | 5,575 | |
| June | 4,578 | 335 | 146 | 253 | 5,312 | |
| July | 4,704 | 363 | 224 | 216 | 5,507 | |
| August | 8,173 | 302 | 256 | 237 | 8,968 | *2,907 |
| September | 4,390 | 358 | 192 | 214 | 5,154 | Festival |
| October | 4,324 | 401 | 232 | 193 | 5,150 | |
| November | 4,084 | 457 | 242 | 241 | 5,024 | |
| December | 4,295 | 392 | 244 | 167 | 5,098 | |
| TOTAL | 61,269 | 4,403 | 2,976 | 2,608 | 71,256 | |

SPOT Agenda Item Summaries

Meeting Date: October 21, 2021

Agenda Item: 7A

From: David Sims

Topic: Approve Washington State Transit Bus Cooperative Purchasing Agreement

Background: Washington has updated the purchasing agreement again. The latest version is attached.

Meeting Date: October 21, 2021

Agenda Item: 7B

From: David Sims

Topic: Consider driver wages

Background: We are currently advertising for fixed route drivers, and we are getting very little response. We have had interest in the mountain route, and are close to having all shifts covered. Given the current labor situation, I am concerned that we will have difficulty filling any fixed route opening that may occur in the future.

Meeting Date: October 21, 2021

Agenda Item: 7C

From: David Sims

Topic: Consider budget amount for 2022-2024 ITD grant requests

Background: We will be submitting our grant application by October 31, 2021 for operating and capital funds for the October 2022-September 2024 period. We need a total budget amount for our grant application. The finance committee will have a recommendation at the meeting for consideration



COOPERATIVE PURCHASING AGREEMENT

FOR

TRANSIT BUSES

MASTER CONTRACT NO. 06719

This Cooperative Purchasing Agreement for Transit Buses (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Selkirks Pend Oreille Transit Authority, a _____ (“Authorized Purchasing Entity”) and is dated and effective as of _____, 2021.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. In addition, Enterprise Services is authorized “to participate in, sponsor, conduct, or administer a cooperative purchasing agreement.” See RCW 39.26.060(1).
- C. Master Contract Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Master Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.
- D. The above-referenced Master Contract was competitively bid, evaluated, and awarded pursuant to the State of Washington’s procurement laws for goods/services. See RCW 39.26. The procurement and resulting Master Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).
- E. The above-referenced Master Contract was designed to and meets Federal Transit Administration (“FTA”) requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See Pub.L. 114-94.
- F. There are no pending protests or lawsuits pertaining to the procurement or award of the Master Contract.

- G. Enterprise Services maintains procurement and contract records pertaining to the Master Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Master Contracts. In addition, Enterprise Services Transit Buses website identifies the various awarded contractors.
- H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above referenced Master Contract consistent with the terms thereof and the terms and conditions set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Master Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Master Contract.
2. **AUTHORIZATION TO UTILIZE THE MASTER CONTRACT.** Consistent with the terms and conditions of the Master Contract and Purchasing Entity's applicable procurement law, Purchasing Entity is authorized to utilize the above-referenced Master Contract as a procurement solution. The State of Washington makes no representation or warranty regarding Purchasing Entity's governing law or whether the Master Contract is an appropriate procurement solution for Purchasing Entity.
3. **CONTRACTOR CONSENT.** Consistent with its applicable procurement authority, Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet Purchasing Entity's needs; *Provided*, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. **Under no circumstances, however, will Purchasing Entity's jurisdiction-specific modifications change or modify the Master Contract obligations between the State of Washington and the applicable awarded Contractor.** Upon execution of Purchasing Entity's agreement with the applicable awarded Contractor, Purchasing Entity shall provide a copy of the same to Enterprise Services prior to making any purchases under the Master Contract.
4. **VENDOR MANAGEMENT FEE.** The Vendor Management Fee set forth in the Master Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.
5. **ACCURATE PURCHASES.** Purchasing Entity shall make orders within the scope of the Master Contract. Any purchases outside of the scope of the Master Contract shall constitute a breach of this Agreement. IN the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by Purchasing Entity under the Master Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist

the Contractor in obtaining and reporting to Enterprise Services accurate purchases under the Master Contract for purposes of the applicable Vendor Management Fee.

6. AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.

(a) AGREEMENT MANAGEMENT; NOTICES. The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

| | |
|-----------------------------------|-------------------------------|
| Enterprise Services | Selkirks Pend Oreille Transit |
| Attn: Bus Purchases | Attn: David Sims, Director |
| Department of Enterprise Services | 31656 Hwy 200 Suite 102 Box 8 |
| PO Box 41411 | Ponderay, ID 83852 |
| Olympia, WA 98504-1411 | Tel: (208) 263.3774 |
| Email: buspurchases@des.wa.gov | Email: dsims@spotbus.org |

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

(b) PURCHASING ENTITY INFORMATION. Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

| | |
|--|-------------------------------|
| Purchaser Information | |
| Organization Name | Selkirks Pend Oreille Transit |
| Tax Identification Number | 81-2792373 |
| State Business Identification Number (Required for Non-Profit entities) | |
| Contact Name | David Sims |
| Title | Director |
| Address | 31656 Hwy 200 Suite 102 Box 8 |
| City, State, Zip | Ponderay, ID 83852 |
| Phone Number | 208-263-3774 |
| Email Address | dsims@spotbus.org |

7. **COMMUNICATION.** In the event Purchasing Entity becomes aware of a significant contract performance issue pertaining to the Master Contract that, in Purchasing Entity’s reasonable judgment, could adversely impact the State of Washington, Purchasing Entity shall communicate the same to Enterprise Services.
8. **CONTRACTOR DISPUTES.** Purchasing Entity is responsible for resolving any disputes between itself and the applicable Master Contract Contractor regarding its purchases. Purchasing Entity shall notify Enterprise Services of any material dispute between Purchasing Entity and the applicable Master Contract Contractor. When appropriate, Enterprise Services may assist Purchasing Entity in resolving such disputes.
9. **NO LIABILITY.** Other than those obligations expressly set forth in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Agreement or the Master Contract.
10. **TAXES/FEEES.** Unless otherwise agreed with Contractor, Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. Contractor agrees not make any charge for federal excise taxes and Purchasing Entity shall furnish Contractor with an exemption certificate where appropriate.
11. **SCOPE OF PARTICIPATION.** Purchasing Entity shall provide Enterprise Services with Purchasing Entity’s estimates for purchases under the Master Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services’ planning purposes in managing and approving purchases on the Master Contract.

| Category | Estimated Purchases |
|-------------------|-------------------------------|
| Heavy Duty | None |
| Light/Medium Duty | \$285,000 (estimate for 2022) |
| Double Decker | None |
| Rebuilt | None |
| Refurbish | None |
| Repower | None |

12. **APPROVAL PROCESS.** Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Master Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

13. **GENERAL PROVISIONS**

- (a) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and

representations. There are no representations or understandings of any kind not set forth herein.

- (b) AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.
- (c) AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (d) ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- (e) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED as of the date and year first above written.

TRANSIT BUSES COOPERATIVE
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

AUTHORIZED PURCHASING ENTITY
AGENCY
NAME

By: _____
Name: _____
Title: _____

By: _____
Name: __ Nancy Lewis _____
Title: __ Board Chair _____

Return this Agreement to Enterprise Services at:
buspurchases@des.wa.gov