



Agenda

Cowlitz Transit Authority

*Dennis Weber (Chair), Chet Makinster (Vice Chair),
Larry Alexander, Don Jensen, Jeffrey McAllister,
Anthony Harris (Nonvoting), Jim Hill (Alternate),
Arne Mortensen (Alternate), Mike Wallin (Alternate)*

Wednesday, November 13,
2019

4:00 PM

Longview Council Chambers
1525 Broadway St, Longview

The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Offices at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENTS**
4. **CONSIDERATION OF MINUTES FOR OCTOBER 9, 2019 MEETING**

19-000452 October 9, 2019 Minutes

5. **CONSENT CALENDAR**

19-000441 Invoice - City of Kelso - November \$579.90

19-000442 Invoice - Columbia Security - November \$621.00

19-000443 2019 September County Treasurer's Report

19-000453 2019 September Fund Balance Report

6. **REPORTS**

19-000445 2019 Annual Fixed Route Ridership

19-000446 2019 October Fixed Route Ridership

19-000447 2019 October LIFT Ridership

19-000448 CTA Ridership Graph

19-000449 PTBA Sales Tax Data

7. **CTA RESOLUTIONS AND BOARD MEMBER VOTING DISCUSSION**

Presented by Amy Asher

8. **HOLD PUBLIC HEARING FOR 2020 CTA BUDGET AND ADOPT RESOLUTION NO. 2019-04**

19-000454 RECOMMENDED ACTION:

Hold public hearing on the 2020 Cowlitz Transit Authority budget;

THEN:

Motion to adopt Resolution 2019-04

9. **HOLD PUBLIC HEARING FOR PROPOSED SERVICE CHANGES**

19-000456 RECOMMENDED ACTION:

Hold public hearing for proposed service changes;

THEN:

Motion to approve the 2019 Fixed Route Service Change to add Route 30

10. **COWLITZ TRANSIT AUTHORITY CONSULTING/LEGAL FEE AGREEMENT**

Presented by Amy Asher

19-000455 RECOMMENDED ACTION:

Review the two contracts and choose one to enter into an agreement with for legal services;

THEN:

Motion to approve the Consulting/Legal Fee Agreement between the Cowlitz Transit Authority and the chosen attorney.

11. **FACILITIES UPDATE**

Presented by Amy Asher

12. **MANAGER'S REPORT**

Presented by Amy Asher

13. **ADJOURNMENT**



Minutes

Agenda

Cowlitz Transit Authority

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1. CALL TO ORDER

Vice Chairman Makinster called the meeting to order at 4:02 p.m.

2. ROLL CALL

Present: Member Dennis Weber, Member Chet Makinster, Member Don Jensen, Member Jeffrey McAllister

Absent: Member Larry Alexander

Staff Present: Jeff Cameron, Public Works Director; Amy Asher, Transit Manager; Tabitha Hayden, Transit Supervisor; James Seek, Transit Supervisor; Betsy Despina, Paratransit; Elizabeth Halili, Board Clerk

3. PUBLIC COMMENTS

Laura Countouriotis stated that she had emailed Amy Asher and would like RiverCities Transit to move the Route 57 Corduroy Road bus stop from its current location closer to the Highlander Place apartment complex parking lot. Ms. Countouriotis requested that Route 57 travel further east along Allen Street in Kelso, WA, past the SummerWind apartment complex, and turn left onto Harris Street Road instead of turning left on Corduroy Road. Laura Countouriotis stated that there are no sidewalks or a shoulder along Corduroy Road, which makes pedestrian access to the Corduroy bus stop difficult.

Amy Asher replied that the SummerWind apartment complex is outside the RiverCities Transit Service Boundary. Ms. Asher stated that it is hard to turn a bus around in that particular area, which is one of the reasons why buses go up and over the Sunrise Loop. Asher also noted that Fixed Route buses must have enough room at each stop to deploy a ramp. Asher stated that, by federal law, an expansion of the Fixed Route service area would also require an extension of the ADA service area.

Jensen, Makinster, and McAllister recommended that Ms. Countouriotis speak to the City of Kelso and a Cowlitz County Commissioner regarding pedestrian improvements to Corduroy Road.

4. CONSIDERATION OF MINUTES

A motion was made by Jensen, seconded by Makinster to approve the minutes of August 14, 2019. The motion carried with all members voting in favor.

19-000378 August 14, 2019 Minutes**5. CONSENT CALENDAR**

A motion was made by McAllister, seconded by Makinster, to accept the consent calendar in its entirety. The motion carried with all members voting in favor.

19-000379 Invoice - City of Kelso - September \$579.90

19-000380 Invoice - City of Kelso - October \$579.90

19-000381 Invoice - City of Longview - October \$315,928.33

19-000382 Invoice - City of Longview - November \$315,928.33

19-000383 Invoice - Columbia Security - September \$621.00

19-000384 Invoice - Columbia Security - October \$621.00

19-000386 2019 July County Treasurer's Report

19-000387 2019 August County Treasurer's Report

19-000388 2019 July Fund Balance Report

19-000389 2019 August Fund Balance Report

6. REPORTS

19-000385 2019 Annual Fixed Route Ridership

19-000390 2019 August Fixed Route Ridership

19-000391 2019 September Fixed Route Ridership

19-000392 2019 August LIFT Ridership

19-000393 2019 September LIFT Ridership

19-000394 CTA Ridership Graph

19-000395 PTBA Sales Tax Data

7. PUBLIC HEARING - ESTABLISH PUBLIC HEARING FOR 2020 CTA BUDGET

On a motion from Makinster, seconded by McAllister, the Cowlitz Transit Authority approved the establishment of a public hearing to be held at the November 13, 2019 CTA Board Meeting to receive comments on the 2020 annual budget.

The motion carried with all members voting in favor.

19-000396 SUMMARY STATEMENT:

The Cowlitz Transit Authority bylaws state that the CTA is to hold a public hearing to specifically solicit public comment on the annual budget.

RECOMMENDED ACTION:

Establish a public hearing to be held at the November 13, 2019 CTA Board Meeting to receive comments on the 2020 annual budget.

8. PUBLIC HEARING - ESTABLISH PUBLIC HEARING FOR PROPOSED SERVICE CHANGES

On a motion from Makinster, seconded by Jensen, the Cowlitz Transit Authority approved the establishment of a public hearing for the November 13, 2019 CTA Board Meeting to receive comments on proposed service changes. The motion carried with all members voting in favor.

19-000397 SUMMARY STATEMENT:

The Cowlitz Transit Authority bylaws state that the CTA is to hold a public hearing to specifically solicit public comment on any change in transit service routes amounting to a change in excess of 20% of the total distance of any one route. Staff is proposing service changes that fit this definition based on customer feedback and an analysis of ridership data. Proposed changes will be published for public comment on October 14, 2019, online at www.rctransit.org, on Facebook, and in paper copy at the Transit Center, Longview, and Kelso City Halls, local public libraries, and onboard buses.

RECOMMENDED ACTION:

Establish a public hearing to be held at the November 13, 2019 CTA Board Meeting to receive comments on proposed service changes.

9. INITIATIVE-976 POTENTIAL IMPACTS

Asher gave a summary of the potential impacts that the passage of I-976 may have on RiverCities Transit:

- According to the Washington State Department of Financial Management, it is estimated that passage of Initiative 976 would remove more than \$1.9 billion in Washington State transportation funding over the next six years, including a nearly \$1.5 billion impact to the Multimodal Transportation Account;
- All state transit funding, roughly \$700 million over six years, comes from the Multimodal Transportation Account;
- The potential financial impact on the RiverCities Transit annual ADA operating budget is a 10% loss in funding;
- ADA services are federally mandated based on Fixed Route service, therefore capital replacements will likely be deferred, and Fixed Route service frequency, hours of service, and routes may be reduced or eliminated in order to provide funding to meet the federal ADA required service;
- RCT could be at risk of losing a recently awarded competitive grant from the Regional Mobility Grant (RMG) fund to begin a pilot project for service to Lexington - called the Lexington Connector Expansion Project. State RMG funding is at risk of being cut partially or wholly if I-976 passes. This project will not begin without the confirmation of receipt of these funds.

Asher requested that the Board bring this issue to their City Council and other board meetings to discuss the potential impacts on Transit and Transportation funding should Initiative 976 pass.

19-000398 Initiative-976 Impacts on RiverCities Transit

10. BUS FARES COMMITTEE UPDATE

Asher gave an update on the activities of the Bus Fares Committee.
Upon instruction by the Committee:

- Staff has drafted and the Bus Fares Committee is presenting to the Board: Resolution 2019-03 that allows RCT Staff to issue passes and tokens at their discretion in the interests of providing travel training to the public;
- Staff has drafted and the Bus Fares Committee is presenting to the Board: Resolution 2019-02 to create a three-year pilot program to provide Free Annual Youth passes to kids aged 18 and under;
- Staff will draft a three-year Discounted Bus Pass Grant Pilot Program that provides qualifying public and non-profit agencies discounts on monthly fixed route passes; and
- Staff will research offering more fare free days centered on major community events with greater community outreach. Staff will also research offering shuttle services to events.

11. RESOLUTION NO 2019-02 ESTABLISHMENT OF THREE YEAR FREE YOUTH PASS PROGRAM

On a motion from McAllister, seconded by Makinster, the Cowlitz Transit Authority authorized the establishment of a three-year pilot program to provide free annual youth passes to kids aged six to eighteen years old for use on RiverCities Transit Fixed Route buses beginning January 1, 2020.

The motion carried with members Weber, Makinster, and McAllister voting in favor and member Jensen abstaining. By CTA bylaws, an abstention is counted as a "No" vote

19-000400 ADOPT RESOLUTION 2019-02 ESTABLISHING A THREE-YEAR PILOT PROGRAM PROVIDING FREE ANNUAL YOUTH BUS PASSES**RECOMMENDED ACTION:**

Motion to approve Resolution number 2019-02

12. RESOLUTION 2019-03 STAFF ISSUANCE OF BUS PASSES FOR TRAVEL TRAINING

On a motion from Makinster, seconded by McAllister, the Cowlitz Transit Authority authorized RiverCities Transit Management and Supervisory Staff to issue bus passes for the purposes of providing travel training on RiverCities Transit.

The motion carried with members Weber, Makinster, and McAllister voting in favor and member Jensen abstaining. By CTA bylaws, an abstention is counted as a "No" vote.

19-000401 ADOPT RESOLUTION 2019-03 AUTHORIZING STAFF ISSUANCE OF BUS PASSES FOR TRAVEL TRAINING**RECOMMENDED ACTION:**

Motion to approve Resolution number 2019-03

13. LOWER COLUMBIA COLLEGE RIDERSHIP AGREEMENT

Tabitha Hayden gave a brief report on the Lower Columbia College Ridership Agreement:

- RiverCities Transit staff has collaborated with the administration of Lower Columbia College to renew the annual agreement that allows Lower Columbia College students, staff, and faculty access to RiverCities Transit Fixed Route service in exchange for a single lump-sum payment based on usage from the prior year.

This Agreement provides for the following:

- RiverCities Transit Staff on campus to market and perform outreach to students and faculty;
- RiverCities Transit is obligated to track ridership of Lower Columbia College students and staff. RiverCities provided Lower Columbia College pass holders 31,519 trips during the 2018-2019 school year;
- The term of this agreement is for one year starting September 1, 2019, continuing through August 30, 2020, and subject to annual renewal;
- This agreement will generate \$7,354.00 in fare revenue.

RiverCities Transit staff is recommending the renewal of this agreement for the 2019-2020 school year.

On a motion from Jensen, seconded by Makinster, the Cowlitz Transit Authority authorized the Cowlitz Transit Authority Board Chair to execute the Ridership Agreement with Lower Columbia College. The motion carried with all members voting in favor.

19-000402 RIDERSHIP AGREEMENT BETWEEN THE COWLITZ TRANSIT AUTHORITY AND LOWER COLUMBIA COLLEGE**RECOMMENDED ACTION:**

Motion to authorize the Cowlitz Transit Authority Board Chair to execute the Ridership Agreement with Lower Columbia College

14. FACILITIES UPDATE

Asher provided a brief update on the downtown Transit Center project:

- Facility construction is running on schedule;
- Electricians are working on the rough-in on the inside of the building;
- Windows have been installed;
- Framing has been inspected;
- The contractor is installing insulation;
- The contractor is preparing the plaza area for paving and asphalt;
- The project is expected to be completed in December;

Asher will work with Joel Rubin, the City's federal Lobbyist, to coordinate a ribbon-cutting ceremony with Senators and Representative Herrera Beutler who have expressed interest in attending. The ribbon-cutting is anticipated to be scheduled in January 2020.

15. MANAGER'S REPORT

Asher gave a brief report on her visit to Washington D.C. on behalf of RiverCities Transit with the Washington State Transit Association.

- Asher traveled with five other small and medium-sized Washington state transit agencies;
- During her visit, Asher met with the Acting Administrator of the FTA, The USDOT Office of Government Affairs, various Senate Subcommittees, as well as Washington state senators and representatives;
- Asher spoke with Representative Herrera Beutler about the RiverCities Transit Bus and Bus Facilities pending grant and received her support.

Asher stated that the contract for legal services with Jesse Conway has expired. Asher is currently surveying local legal firms and comparing rates. Asher will bring her research results to the next scheduled Cowlitz Transit Authority board meeting for board review.

16. ADJOURNMENT

With no further business to discuss, Chairman Weber adjourned the meeting at 4:41 p.m.

Elizabeth Halili, Clerk of the Board

Dennis Weber, Chairman



City of Kelso
PO Box 819
Kelso, WA 98626-0078
Phone: 360-423-0900

INVOICE

Billed To:
COWLITZ TRANSIT AUTHORITY
COWLITZ TRANSIT AUTHORITY
254 OREGON WAY
LONGVIEW, WA 98632

DATE: 10/21/2019
INVOICE #: INV00078
DUE DATE: 11/21/2019
TOTAL DUE: 579.90

CUSTOMER ACCOUNT # : 26049

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
Depot Rent	1.00	579.90	579.90
TOTAL THIS INVOICE			579.90

For questions, contact Lisa Wetle (360)423-0900 X 3353

REMIT TO:

City of Kelso
PO Box 819
Kelso, WA 98626-0078

A copy of this invoice should accompany your check. Thank you!

CITY OF KELSO**Request for Miscellaneous Billing 26049**Originating Department: Finance Date: 10/21/2019Requested by: Brian Butterfield

Explanation/Description of Billing: _____

Monthly rent @ 501 S. 1st Ave., Room 111 (Train Depot)For: NovemberRent : 105 15 362 5000 ✓Bill To: Cowlitz Transit AuthorityAmount: \$ 579.90 ✓Address: 254 Oregon WayLongview, WA 98632

Budget Account #(s) for Receipt of Payment: _____

105 15 362 5000

Approved by: _____ (Department Head)

For Finance Department Use

G/L Account Assignments: _____ (Accountant Initials)

Debit Account# (s) 105 12 250 Credit Account# (s) 105 11 110

Date Entered to A/R: _____

By: _____

Invoice Number: INV 000 78

Budgetary Accounting Posting Batch Number: _____

Note/Comments: _____

Columbia Security Service & Systems, Inc.**PO Box 775****Longview, WA 98632****Invoice**

Date	Invoice #
10/22/2019	32839

Bill To

Cowlitz Transit Authority
c/o RiverCities Transit
254 Oregon Way
Longview, WA 98632

PH 360-636-4477**FX 360-636-4442**

P.O. No.	Terms	Due Date
Bus Transit Terminal	Net 30	11/21/2019

Description	Amount
Patrol services provided for November 2019	621.00
Due to minimum wage increase, rates will be going up 12.5% starting in January. Longview	0.00

Thank you for your business.

Invoice Total \$621.00

69701 TRANSIT AUTHORITY

930100 TRANSIT AUTHORITY

Account Information	BARS Information	Beg Balance	Debits	Credits	Change	End Balance
1111000 CASH		350,503.33	1,363,140.86	- 1,358,298.82	4,842.04	355,345.37
1112000 WARRANTS OUTSTANDING		0.00	1,200.90	- 1,200.90	0.00	0.00
1180000 INVESTMENTS		1,000,000.00	1,041,169.59	- 1,001,169.59	40,000.00	1,040,000.00
2131020 ACCOUNTS PAYABLE - AP MODULE		0.00	317,129.23	- 317,129.23	0.00	0.00
2880000 UNRESERVED FUND BAL		- 1,455,143.26	0.00	0.00	0.00	- 1,455,143.26
3132100 PUBLIC TRANSPORTATION SYSTEM	8900000 DISTRICT ACTIVITIES	- 2,728,191.73	0.00	- 360,130.97	- 360,130.97	- 3,088,322.70
3611100 INT EARNs ON INVEST	8900000 DISTRICT ACTIVITIES	- 14,942.08	0.00	- 1,169.59	- 1,169.59	- 16,111.67
3614000 OTHER INTEREST	8900000 DISTRICT ACTIVITIES	- 4,807.99	0.00	- 670.71	- 670.71	- 5,478.70
3699100 OTHER MISC REVENUE	8900000 DISTRICT ACTIVITIES	- 6,752.00	0.00	0.00	0.00	- 6,752.00
5492000 OTHER	8900000 DISTRICT ACTIVITIES	2,859,333.73	317,129.23	0.00	317,129.23	3,176,462.96
Total		0.00	3,039,769.81	- 3,039,769.81	0.00	0.00

COWLITZ TRANSIT AUTHORITY FUND BALANCES
For Period Ending: September 30, 2019

	<u>Current Period</u>	<u>Y-T-D</u>
COWLITZ TRANSIT AUTHORITY		
Beginning Balance: January 01, 2019		\$ 1,455,143.26
<u>CTA Revenue</u>		
Metro Sales Tax	394,180.72	3,088,322.70
Interest Earnings/Investments	1,826.98	16,111.67
Local Sales Interest	680.16	5,478.70
LCC Ridership Agreement	-	6,752.00
Other Miscellaneous Revenue	-	-
Subtotal	\$ 396,687.86	\$ 3,116,665.07
<u>CTA Expenditures</u>		
City of Longview	315,928.33	2,843,354.97
City of Longview - Audit Services		-
Legal Counsel		-
Transit Center Security Services	621.00	5,589.00
Train Depot Room Lease	579.90	5,219.10
Subsistence - Meals		-
Cowlitz-Wahkiakum Council of Governments		5,755.24
Subtotal	\$ 317,129.23	\$ 2,859,918.31
CTA Ending Balance		\$ 1,711,890.02
<u>CITY OF LONGVIEW</u>		
Beginning Balance: January 1, 2019		\$ 122,854.97
<u>Longview Revenue</u>		
Farebox/Pass Sales	11,201.49	129,365.46
State Pool - Interest	-	2,500.19
Payments from CTA	315,928.33	3,475,211.67
Federal Grant - 5339	1,308,900.00	1,410,045.00
Federal Grant - 5307 - Capital	25,211.00	553,778.00
Federal Grant - 5307 - Operating	1,898,814.00	1,898,814.00
Federal Grant - 5317		-
Federal Grant - 5310 - Capital		-
Federal Grant - 5310		156,293.00
State Special Needs Grant		111,232.00
WSTIP Risk Management Grant		-
Bus Advertising	2,512.90	18,515.93
Paratransit Office Space Rental	607.68	5,469.12
Cashier Over-Short / NSF		-
Insurance Recoveries		747.78
Other Recoveries / Guest Rider		1,374.59
Miscellaneous Adjustments/Settlements		13,996.00
Subtotal	\$ 3,563,175.40	\$ 7,777,342.74
<u>Longview Expenditures</u>		
Subtotal	\$532,674.25	\$3,523,991.68
Longview Ending Balance		\$ 4,376,206.03
Combined CTA & Longview Ending Balance		\$ 6,088,096.05

RIVERCITIES TRANSIT

RIDERSHIP BY THE YEAR

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2019	31	6,989	5,734	5,954	6,350	6,176	5,497	5,975	6,522	5,350	6,332			60,879
	32	5,787	4,546	4,727	5,044	5,200	4,091	4,460	4,552	4,221	5,114			47,742
	33	3,750	3,582	3,747	3,873	3,896	3,610	3,381	3,586	3,305	3,969			36,699
	44	2,410	2,108	2,091	2,294	2,386	2,162	2,113	2,133	1,938	2,356			21,991
	45	9,099	8,185	8,759	9,102	9,239	7,596	8,172	8,954	8,261	9,742			87,109
	57	3,074	2,820	2,953	3,105	3,222	2,687	2,511	2,578	2,416	2,982			28,348
TOTAL		31,109	26,975	28,231	29,768	30,119	25,643	26,612	28,325	25,491	30,495			282,768

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2018	31	6,300	5,974	7,249	6,861	7,332	7,326	7,219	7,874	6,477	7,537	6,839	6,369	83,357
	32	5,751	5,490	6,064	5,452	5,875	5,304	5,417	5,500	5,047	6,274	5,081	4,720	65,975
	33	3,923	3,780	4,115	4,092	4,375	3,714	3,422	3,790	3,471	4,198	3,451	2,990	45,321
	44	2,940	2,481	3,008	2,621	2,717	2,416	2,413	2,696	1,963	2,415	2,059	2,007	29,736
	45	6,938	6,505	7,962	7,801	7,624	7,557	7,791	8,805	7,517	9,482	8,396	7,881	94,259
	56													
	57	3,472	2,988	3,383	3,346	3,231	2,689	2,733	2,596	2,585	3,088	2,885	2,673	35,669
TOTAL		29,324	27,218	31,781	30,173	31,154	29,006	28,995	31,261	27,060	32,994	28,711	26,640	354,317

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2017	31	7,060	6,878	7,628	7,359	8,085	7,477	6,817	7,525	7,082	6,696	6,069	6,471	85,147
	32	5,886	5,998	6,746	6,369	6,284	5,914	5,591	5,915	5,681	5,577	4,921	4,753	69,635
	33	4,164	3,924	4,315	4,350	4,541	3,855	3,741	3,735	3,478	4,129	3,803	3,595	47,630
	44	2,403	2,330	2,552	2,209	2,528	2,435	2,063	2,405	2,221	2,624	2,466	2,474	28,710
	45	8,985	9,478	10,639	9,309	10,115	8,957	8,282	9,010	8,101	7,874	7,907	7,320	105,977
	56	975	985	1,166	1,018	1,194	1,212	907	1,081	994	234			9,766
	57	2,197	2,450	2,620	2,351	2,728	2,384	1,988	2,192	2,530	3,336	3,180	2,998	30,954
TOTAL		31,670	32,043	35,666	32,965	35,475	32,234	29,389	31,863	30,087	30,470	28,346	27,611	377,819

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2016	31	7,360	7,768	8,290	7,542	6,746	6,675	6,747	7,612	7,502	7,765	7,454	7,706	89,167
	32	7,002	7,585	7,565	7,304	6,447	5,920	5,364	5,763	5,706	5,813	5,681	5,420	75,570
	33	3,979	4,118	4,158	4,049	4,314	3,697	3,339	3,737	3,612	3,930	3,723	3,673	46,329
	44	2,009	2,388	2,559	2,346	2,432	2,402	2,011	2,535	2,754	2,529	2,681	2,414	29,060
	45	8,991	9,468	10,634	9,657	8,962	9,062	8,362	9,716	9,323	9,909	9,179	9,339	112,602
	56	1,488	1,676	1,567	1,326	1,276	1,222	1,032	1,154	1,138	1,178	1,154	1,051	15,262
	57	2,496	2,618	2,828	2,768	2,690	2,502	1,867	2,000	2,267	2,681	2,149	2,040	28,906
TOTAL		33,325	35,621	37,601	34,992	32,867	31,480	28,722	32,517	32,302	33,805	32,021	31,643	396,896

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2015	31	7,734	7,610	7,954	7,911	7,554	8,432	8,063	7,795	7,957	8,074	7,563	8,362	95,009
	32	7,557	7,243	7,314	7,529	7,057	6,730	7,448	6,876	7,387	8,304	6,894	6,978	87,317
	33	4,469	4,620	4,485	4,727	4,701	4,052	3,793	3,884	4,320	4,656	4,050	3,877	51,634
	44	2,984	2,779	2,938	2,915	2,553	2,564	2,744	2,527	2,395	2,403	2,242	2,316	31,360
	45	9,144	8,738	9,320	9,790	9,036	9,220	9,171	9,330	8,966	9,537	8,560	8,943	109,755
	56	2,335	2,178	2,302	2,196	2,019	1,966	2,114	1,675	1,893	2,044	1,584	1,541	23,847
	57	1,814	2,013	2,454	2,639	2,627	2,432	2,503	2,376	2,466	3,016	2,459	2,517	29,316
TOTAL		36,037	35,181	36,767	37,707	35,547	35,396	35,836	34,463	35,384	38,034	33,352	34,534	428,238

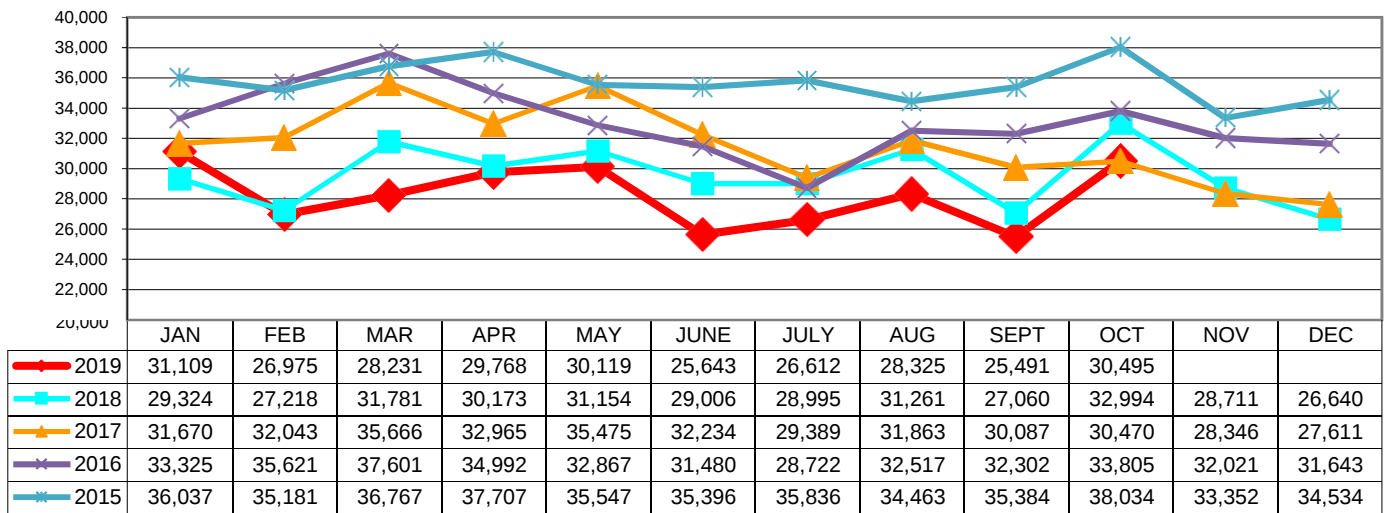
RIVERCITIES TRANSIT DAILY RIDERSHIP REPORT

Oct-19

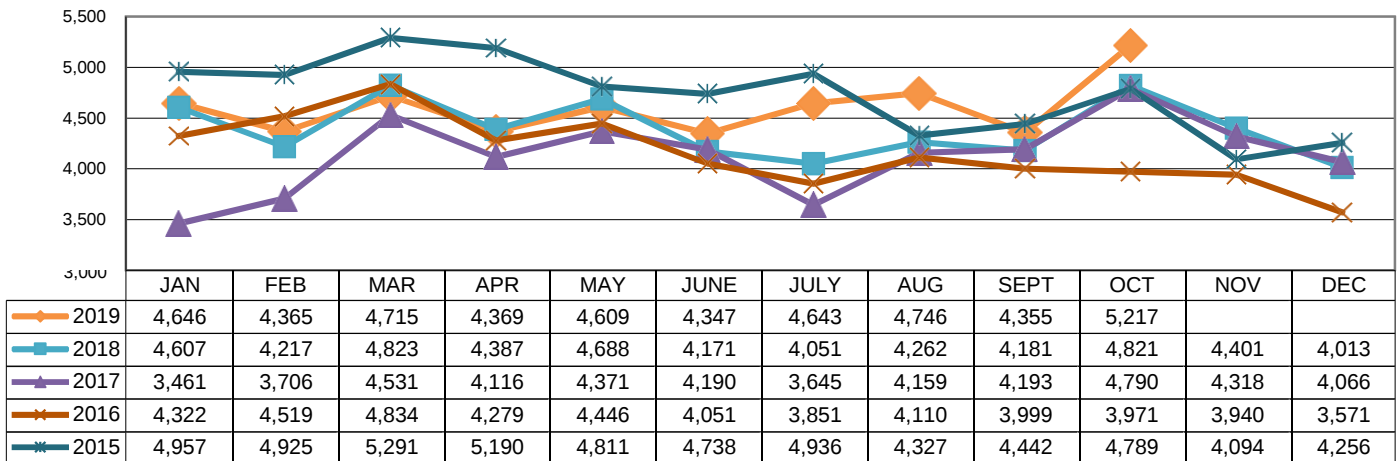
DATE	ROUTE 31 A	ROUTE 31 B	ROUTE 32 A	ROUTE 32 B	ROUTE 33	ROUTE 44	ROUTE 45 A	ROUTE 45 B	ROUTE 57	TOTAL
1	286		238		166	118	323	147	122	1400
2	281		245		169	81	246	150	112	1284
3	237		256		167	100	234	155	121	1270
4	272		237		170	113	230	156	111	1289
5 S	159		144		132		228		86	749
6										
7	294		222		155	81	271	155	137	1315
8	238		250		111	97	225	145	114	1180
9	218		200		156	94	257	178	127	1230
10	196		222		174	111	212	146	106	1167
11	265		166		133	134	233	162	96	1189
12 S	163		120		88		169		78	618
13										
14	221		172		166	119	243	179	142	1242
15	258		226		154	119	262	153	115	1287
16	222		198		148	94	224	110	94	1090
17	235		194		126	84	214	153	105	1111
18	279		185		149	92	264	166	109	1244
19 S	140		97		98		191		60	586
20										
21	262		187		147	87	291	151	132	1257
22	256		205		186	88	229	112	112	1188
23	229		151		172	88	259	122	136	1157
24	247		211		152	122	225	139	147	1243
25	214		182		145	106	246	126	98	1117
26 S	173		90		97		210		65	635
27										
28	292		192		159	102	276	128	111	1260
29	246		194		135	91	213	140	100	1119
30	235		159		173	120	223	155	130	1195
31	214		171		141	115	195	121	116	1073
TOTAL (27)	6332		5114		3969	2356	6393	3349	2982	30495
WEEKDAY TOTAL (23)	5697		4663		3554	2356	5595	3349	2693	27907
SATURDAY TOTAL (4)	635		451		415		798		289	2588
										0
WEEKDAY AVERAGE	248		203		155	102	243	146	117	1213
SATURDAY AVERAGE	159		113		104		200		72	647

Date	Total Psgrs	Demand Response Client Trips	Number of Attends	Number of Guests	Delivered AMB Psgrs	Delivered W/C Psgrs	% W/C Psgrs Delivered	Psgrs Rev Hour	CXLS	No Shows
10/1/2019	227	204	22	1	150	54	26.47%	2.41	7	2
10/2/2019	251	223	28	0	171	52	23.32%	2.30	18	1
10/3/2019	260	225	33	2	160	65	28.89%	2.42	14	7
10/4/2019	201	167	32	2	129	38	22.75%	2.29	14	4
10/5/2019	102	89	13	0	71	18	20.22%	2.48	13	0
10/7/2019	157	147	9	1	114	33	22.45%	1.96	16	5
10/8/2019	215	197	18	0	148	49	24.87%	2.11	15	4
10/9/2019	248	223	25	0	161	62	27.80%	2.20	22	6
10/10/2019	209	189	20	0	134	55	29.10%	2.14	9	2
10/11/2019	158	140	18	0	108	32	22.86%	2.21	13	2
10/12/2019	112	103	9	0	74	29	28.16%	2.40	11	1
10/14/2019	207	174	25	8	122	52	29.89%	2.36	21	2
10/15/2019	207	193	14	0	141	52	26.94%	2.11	16	1
10/16/2019	246	222	24	0	171	51	22.97%	2.22	23	3
10/17/2019	206	184	21	1	146	38	20.65%	2.31	12	3
10/18/2019	183	167	16	0	125	42	25.15%	2.07	14	4
10/19/2019	86	78	6	2	66	12	15.38%	2.13	10	1
10/21/2019	174	156	17	1	109	47	30.13%	2.37	24	3
10/22/2019	209	188	21	0	151	37	19.68%	2.25	4	3
10/23/2019	232	208	24	0	155	53	25.48%	2.09	14	7
10/24/2019	220	202	18	0	142	60	29.70%	2.15	14	7
10/25/2019	195	165	30	0	118	47	28.48%	2.15	19	6
10/26/2019	109	95	14	0	73	22	23.16%	2.14	12	5
10/28/2019	179	155	21	3	122	33	21.29%	2.35	19	3
10/29/2019	209	191	18	0	134	57	29.84%	2.10	9	9
10/30/2019	234	213	21	0	158	55	25.82%	2.23	13	1
10/31/2019	181	161	20	0	108	53	32.92%	2.16	12	1
	5217	4659	537	21	3461	1198	25.35%	2.23	388	93

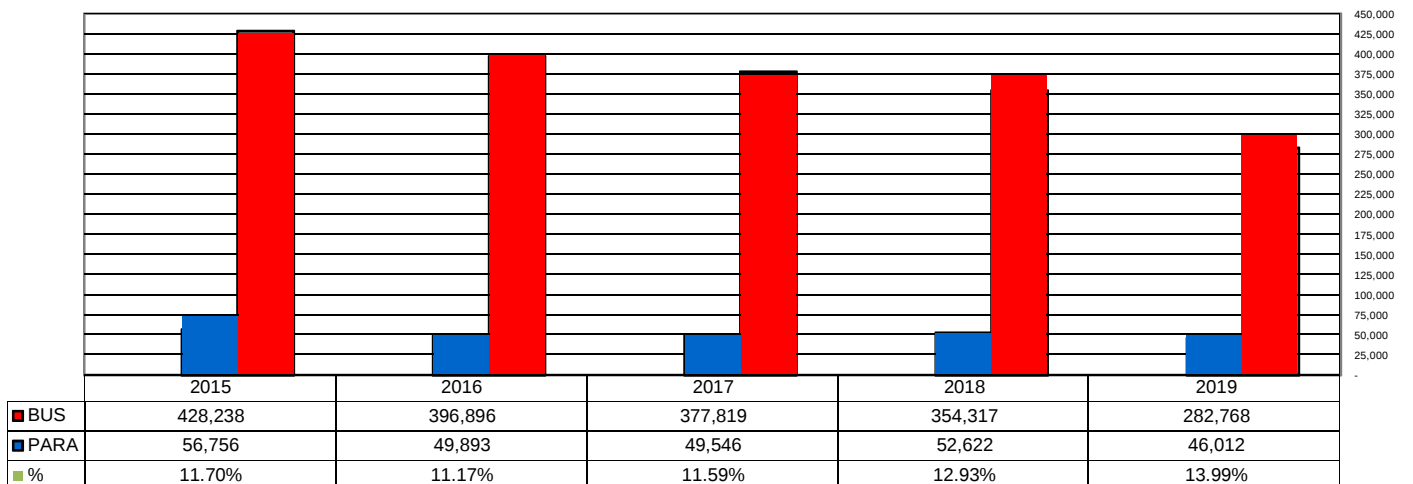
RiverCities Transit Fixed Route Five Year Ridership Comparison

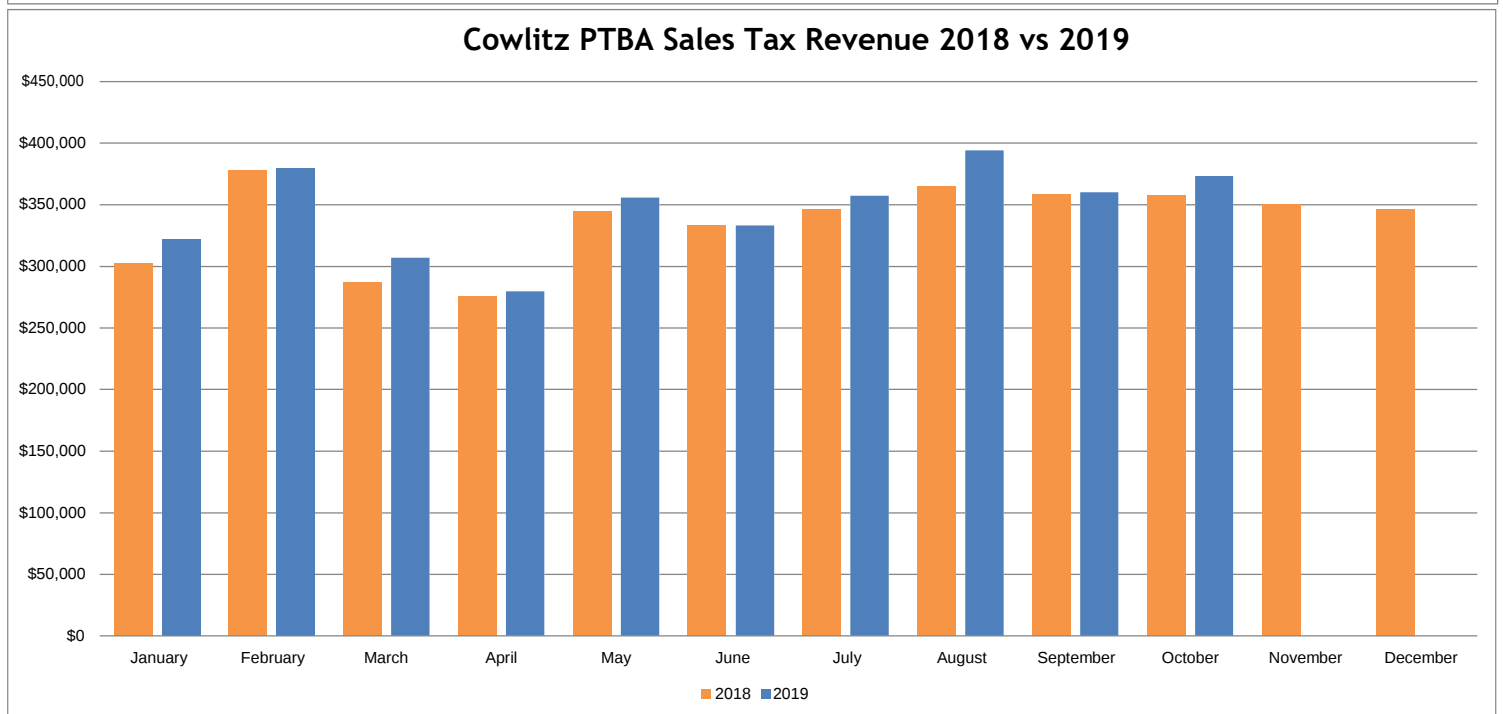
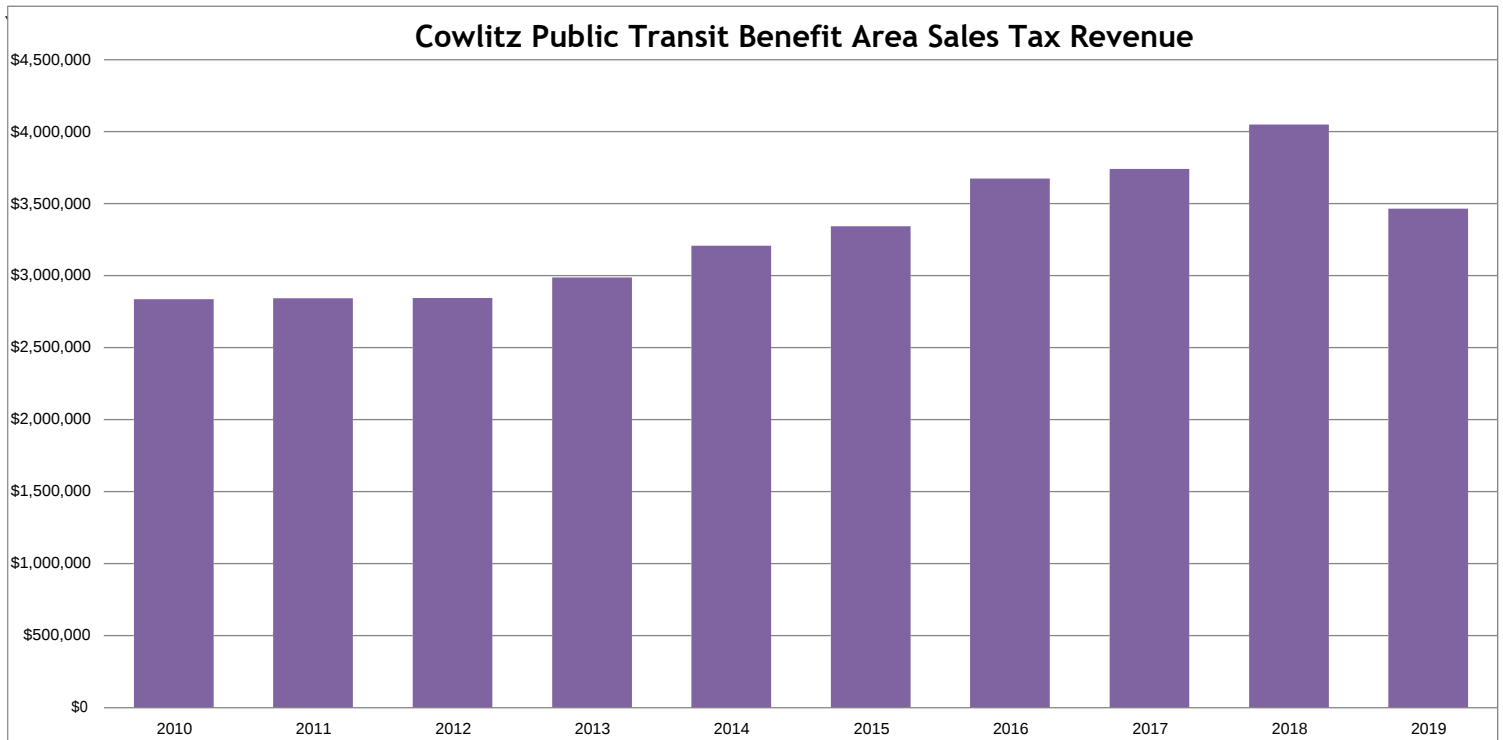


RiverCities Transit Paratransit Five Year Ridership Comparison



Comparison of Ridership Bus and Paratransit Ridership







Cowlitz Transit Authority

Agenda Summary

2020 COWLITZ TRANSIT AUTHORITY BUDGET PUBLIC HEARING AND ADOPT RESOLUTION 2019-04

SUMMARY STATEMENT:

Each year, the Cowlitz Transit Authority must approve its annual budget for the following year. Funds paid to the City of Longview to operate RiverCities Transit make up nearly 42% of the Transit Authority's annual budget, and matching funds paid for capital projects make up 10% of the CTA budget.

The Interlocal Agreement for Public Transportation Services states **“the Cowlitz Transit Authority shall pay to the City of Longview all costs and expenses incurred by it**, in consideration for all of the services to be provided by the City of Longview, pursuant to this agreement, including all costs and expenses of the City of Longview incurred in providing public transportation services to the Cowlitz Transit Authority as required by this agreement including, but not limited to, all labor costs and benefits incurred by the City of Longview, all costs of vehicle operation, vehicle maintenance, supervision and overhead, public liability and property damage insurance, reserves for repair and replacement of vehicles, and all costs and expenses incidental thereto, all **as set forth in the annual budget of the City**, and the provisions of **said annual budget** with respect to services to be performed hereunder by the City of Longview for the Cowlitz Transit Authority **shall be submitted to the Cowlitz Transit Authority for its approval prior to being submitted to the City Council of the City of Longview for its approval as part of the annual budget of said City.”**

The total estimated reserve balance for the Cowlitz Transit Authority at end of 2019 is \$1,806,242. For 2020, the total estimated payment to the City of Longview to cover operations and capital expenses is \$3,153,160. The total estimated reserve balance for the Cowlitz Transit Authority at end of 2020 is \$2,708,932.

RECOMMENDED ACTION:

Hold public hearing on the 2020 Cowlitz Transit Authority budget;

THEN

Motion to adopt Resolution 2019-04

RESOLUTION NO. 2019-04

**A RESOLUTION OF THE COWLITZ TRANSIT AUTHORITY
ADOPTING THE 2020 BUDGET**

A RESOLUTION adopting the budget for the Cowlitz Transit Authority for the year 2020 and authorizing appropriations thereunder.

WHEREAS, Cowlitz Transit Authority did hold pursuant to law, a duly advertised public hearing on the preliminary budget; and

WHEREAS, Cowlitz Transit Authority did hold a public meeting this day for the purpose of fixing the final budget for the calendar year 2020 and

WHEREAS, at said public meeting, the 2020 final budget was approved.

NOW THEREFORE BE IT RESOLVED by the Cowlitz Transit Authority that the following budget for the year 2020 is hereby adopted:

RESOURCES

Beginning Cash Balance	\$1,806,242
Revenues	\$4,217,350
TOTAL RESOURCES	\$6,023,592

UTILIZATION OF RESOURCES

Total Expenditures	\$3,314,660
Ending Cash Balance	\$2,708,932
TOTAL UTILIZATION OF RESOURCES	\$6,023,592

ADOPTED: This 13th day of November, 2019.

COWLITZ TRANSIT AUTHORITY

Dennis Weber, Chair

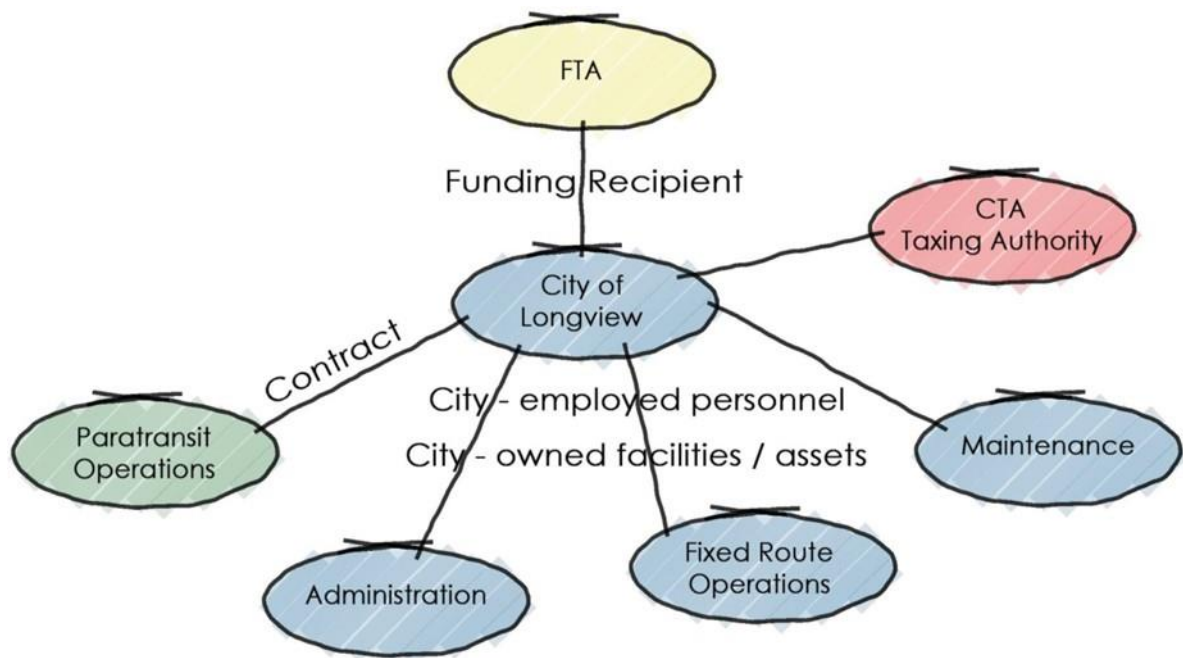
ATTEST:

Elizabeth Halili, Clerk of the Authority

2020 COWLITZ TRANSIT AUTHORITY ESTIMATED BUDGET

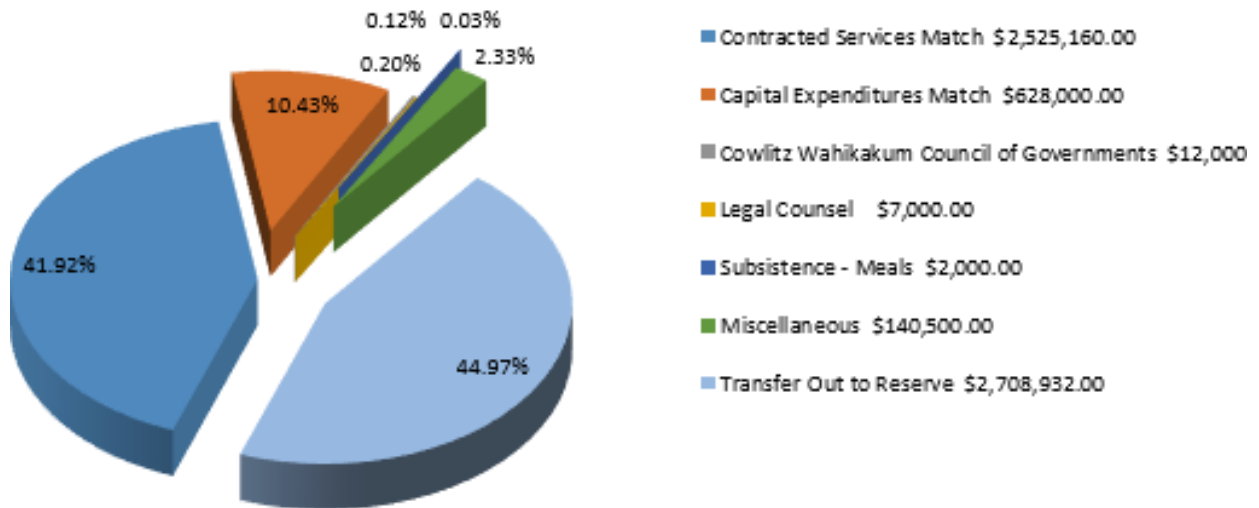
*Presented to the Cowlitz Transit Authority Board
November 13, 2019*

The Cowlitz Transit Authority has an interlocal agreement with the City of Longview to provide all transit services for the cities of Longview and Kelso. The City of Longview has a responsibility to report directly to the Federal Transit Authority as a direct recipient of federal grant funds that are used to provide both capital and operational transit related needs. The Cowlitz Transit Authority (CTA) provides matching funds for any grants received and covers all additional costs to provide the transit services through sales taxes collected in both Kelso and Longview.



The Local Public Transportation Benefit Area (PTBA) Sales Tax administered by the CTA represents three-tenths of one percent tax on sales in Longview and Kelso and serves as the CTA's largest funding source. The 2020 revenue estimates represent a 2% increase in sales tax over the estimated 2019 revenues.

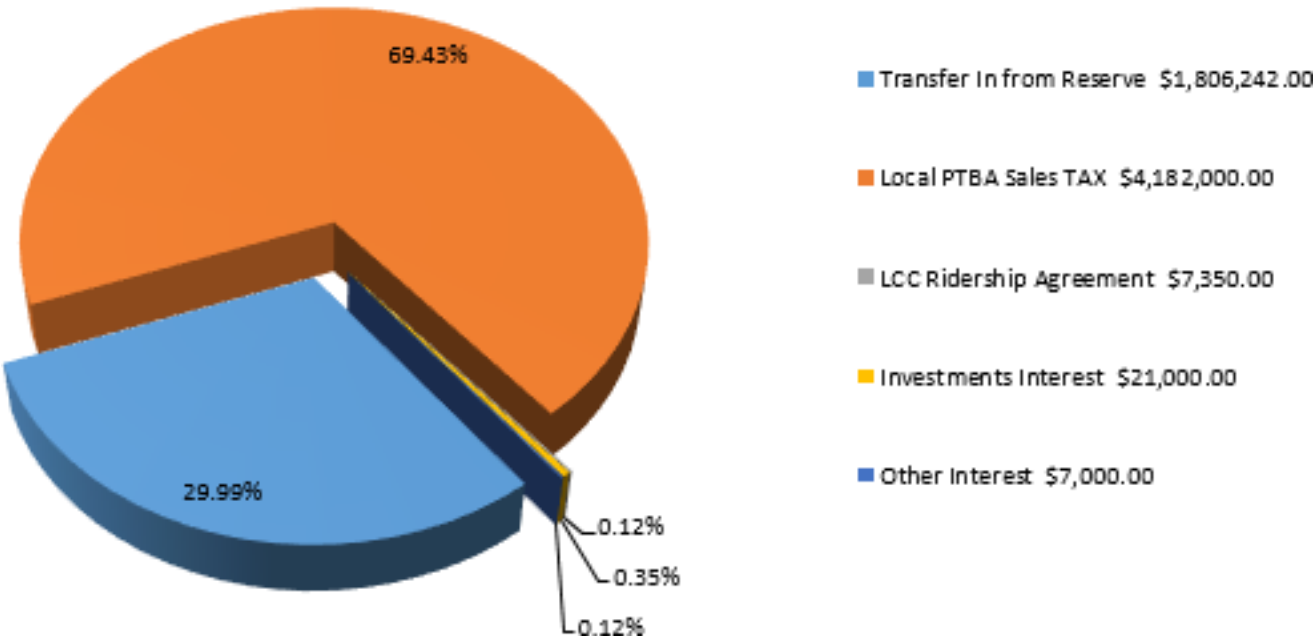
2020 Estimated Expenditures



In April 2019, the Cowlitz Transit Authority authorized matching funds for the purchase of four fixed route buses should the City of Longview successfully receive the competitive 5339 Bus and Bus Facilities Grant. The Capital Expenditures line includes these required matching funds, as well as matching funds for the purchase of four cutaway vehicles, and bus stop pad development.

42% of the 2020 expenditures are used for match for contracted services provided by the City of Longview to provide both fixed route and paratransit transit service to the communities of Longview and Kelso. Contracted Services includes all salaries, wages, benefits, and other goods and services including maintenance, fuel, and insurance. The City of Longview has programmed federal 5307 funds to cover some of the operating costs for 2020. The Contracted Services line includes the required 50% local match and the remaining operating costs not covered by the grant.

2020 Estimated Revenues



DRAFT COWLITZ TRANSIT AUTHORITY 2020 BUDGET ESTIMATES

Revenues

Transfer In from Reserve	\$	1,806,242
Local PTBA Sales TAX	\$	4,182,000
LCC Ridership Agreement	\$	7,350
Investments Interest	\$	21,000
Other Interest	\$	7,000
Total Revenues	\$	6,023,592

Expenditures

	Amount
Contracted Services Match	\$ 2,525,160
Capital Expenditures Match	\$ 628,000
Legal Counsel	\$ 7,000
Subsistence - Meals	\$ 2,000
Cowlitz Wahikakum Council of Governments	\$ 12,000
 Miscellaneous	 \$ 140,500
<i>(Contract Services, Security, Train Depot)</i>	
Transfer Out to Reserve	<u>\$ 2,708,932</u>
Total Expenditures	\$ 6,023,592

Presented November 13, 2019



Cowlitz Transit Authority

Agenda Summary

PUBLIC HEARING FOR 2019 PROPOSED FIXED ROUTE SERVICE CHANGES

SUMMARY STATEMENT:

The Cowlitz Transit Authority bylaws Section 5.3 states that the Authority shall hold a public hearing to solicit public comment on any change in transit service routes amounting to a change in excess of 20% of the total distance of any one route. Staff's proposed change in adding Route 30 meets this criterion.

In February 2019, RiverCities Transit faced a shortage of Transit Operators, which resulted in the cancellation of scheduled mid-day services on Routes 31 and 32. These trips operated at 30 minutes after the hour, starting at 10:30 a.m., with the last trips departing at 4:30 p.m.

The mid-day trips on Routes 31 and 32 were productive, but not as productive as the all-day service on those routes.

Routes 31 and 32 also see regular use by a number of customers with disabilities, including those using mobility devices. At times, these routes face a capacity issue because wheelchair securement areas are full.

Transit now has enough staffing to restore one route. Based on an idea from two senior Operators, and utilizing detailed boarding data, staff proposes to implement a new route that combines many of the most productive bus stops on Routes 31 and 32.

These popular stops include LCC, 15th Ave Safeway, St. John's Hospital, the Highlands, Olympic, and St Helens neighborhoods, Ocean Beach & 32nd Ave, and 7th Ave Wal-Mart.

As the proposed service encompasses portions of the two existing routes, staff proposes a new number, Route 30. The service will run in the same time frame as the previous mid-day trips, Monday – Friday, first trip at 10:30 a.m. and last trip departing 4:30 p.m.

Notices of the proposed route were posted on the buses, social media, on the RCT website and in the Daily News.

Staff will monitor ridership on the proposed route to determine if this service becomes as productive as estimated, or if resources should be shifted elsewhere. Details are provided in the attached presentation.

BUDGET:

The cost of the service change is included in the approved budget.

RECOMMENDED ACTION:

Hold public hearing for proposed 2019 service changes;

THEN:

Motion to approve the 2019 Fixed Route Service Change to add Route 30.

Attachments:

RCT 2019 Proposed Service Change

RiverCities Transit

Proposed Service Change

Due to a shortage of Transit Operators in February 2019, RCT cancelled mid-day service on Routes 31 and 32. These were the “B” trips departing the Transit Center on the half-hour, from 10:30 a.m. through 4:30 p.m.

“B” trips were fairly productive, but lagged behind “A” (top-of-hour) trips. However, these trips used frequently by customers with mobility devices.

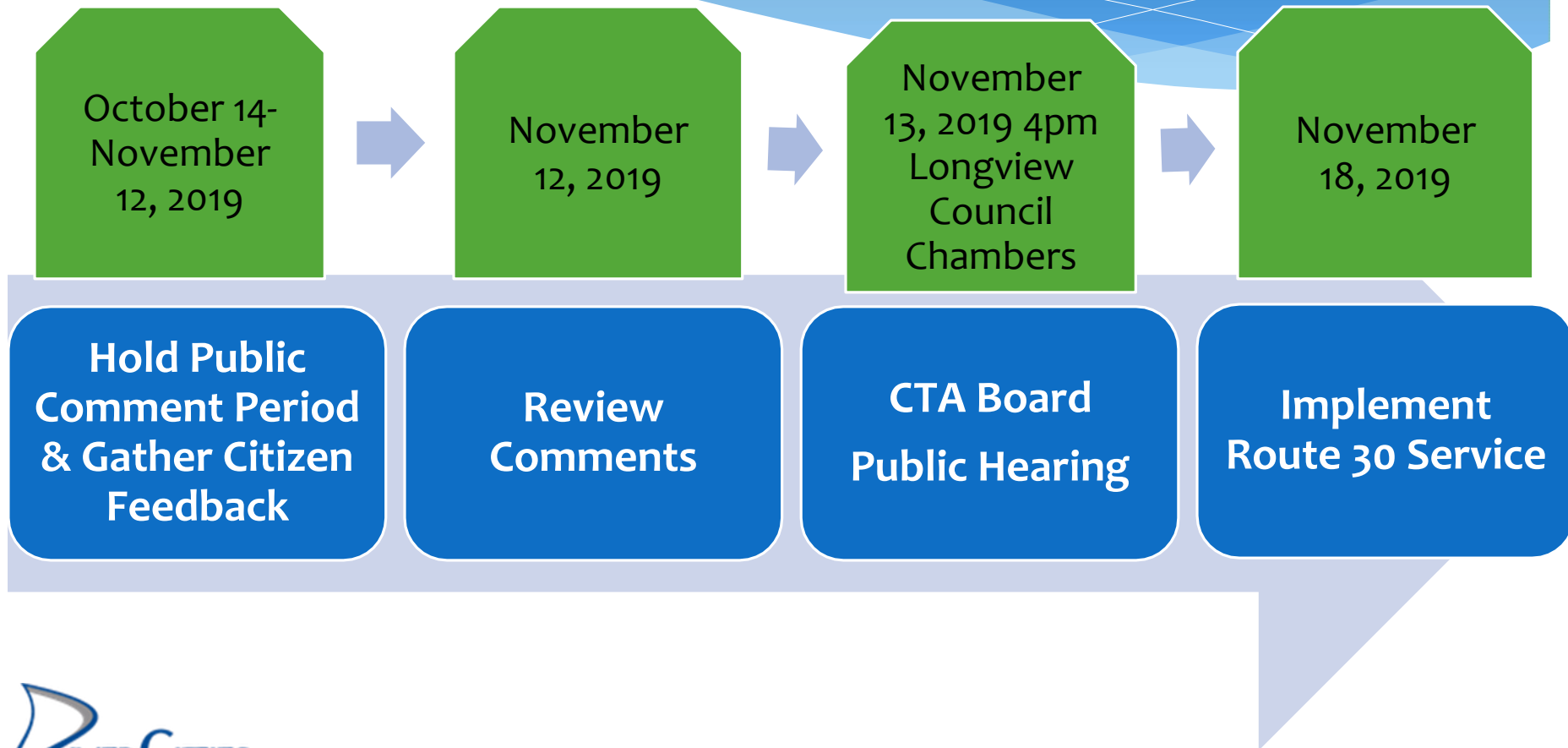
Route 30 was an idea from two Operators about combining Routes 31 & 32.

The proposed route would start Monday, November 18.

Further details about the proposed change are outlined on the following pages.

Goals: Improved Productivity,
More Frequent Service to Popular Stops,
Right-Sized for Staffing

Service Change Process



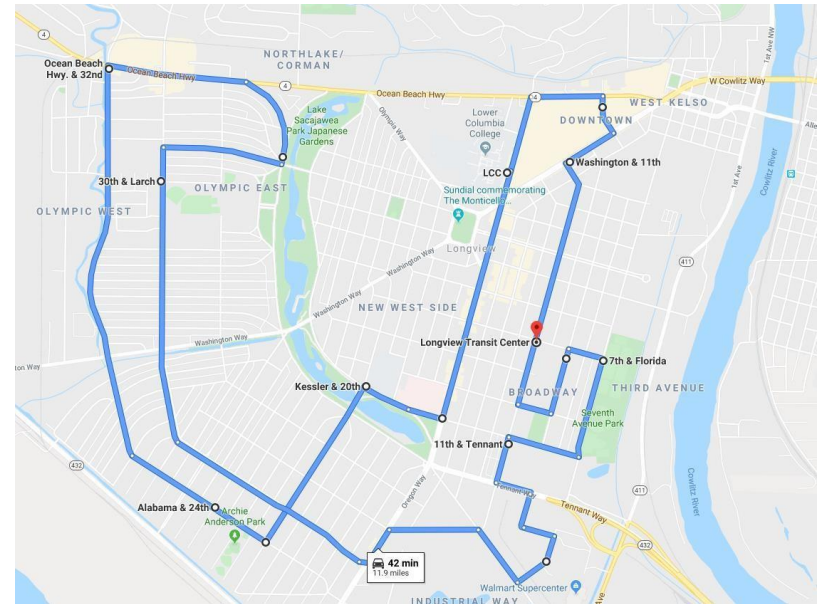
Route 30 Proposed Service

Provides service on the half-hour, Monday – Friday; first departure 10:30 a.m.; last departure 4:30 p.m.

Serves popular Route 31 & 32 stops including LCC, 15th Ave Safeway, St. John's Hospital, the Highlands, Olympic and St Helens neighborhoods, Ocean Beach & 32ND Ave, and 7th Ave Wal-Mart.

Operating expenses remain within budget.

Replaces two buses with one, increasing productivity.



Comparative Productivity

Comparison of route productivity on weekdays:

Measure	Route 31A	Route 31B	Route 32A	Route 32B	Route 45 (comparison)
Passengers per Revenue Hour	17.5	12.8	13.3	10.3	20.1



Cowlitz Transit Authority

Agenda Summary

COWLITZ TRANSIT AUTHORITY CONSULTING/LEGAL FEE AGREEMENT

SUMMARY STATEMENT:

The contract for legal services with Jesse D. Conway, PC, of Conway Law expired on December 31, 2018. The Cowlitz Transit Authority relies on legal services occasionally for review of contracts, interlocal agreements, and legal interpretation of state and federal laws and is in need of services. Mr. Conway has served as CTA's legal counsel since 2010 and is interested in continuing to serve the CTA board. Because we have not reviewed legal services in several years, staff reviewed and compared rates of other local attorneys. Staff recommends Frank Randolph with Walstead Mertsching as a local comparable as he has experience working with local governments and a comparable rate.

Draft contracts for each are attached. The contracts are for services until December 31, 2021, with an option to extend if desired. The hourly rate for Jesse Conway is \$270/hour and \$200/hour for Frank Randolph.

BUDGET: Legal services are included in the Cowlitz Transit Authority Budget.

RECOMMENDED ACTION:

Review the two contracts and choose one to enter into an agreement with for legal services.

THEN:

Motion to approve the Consulting/Legal Fee Agreement between the Cowlitz Transit Authority and the chosen attorney.

Consulting/Legal Fee Agreement for Cowlitz Transit Authority

This Agreement is entered into on October 9, 2019 by and between Conway Law, PLLC ("Consultant") and The Cowlitz Transit Authority ("Authority"). It is effective for work performed by Consultant for Authority after October 9, 2019. This Agreement supersedes all prior agreements, written or oral, between the parties.

1. Consulting Services

- a. Consultant will provide, on an as-needed basis, such legal services as are requested by Authority from time to time. Such services shall be described in as much detail as is necessary by properly designated officials of Authority when work is assigned to Consultant.
- b. Consultant will use his best efforts to comply with all time deadlines and other performance criteria for all projects required by Authority.
- c. Consultant warrants that his execution and delivery of this agreement do not and will not breach or conflict with any obligation of Consultant to current or former employers or to anyone under enforceable confidentiality agreements.
- d. Consultant is a licensed Attorney. All work performed under this agreement is considered to be legal work product for and legal representation of the Authority. The Consultant is licensed in Washington to provide such legal work and representation.

2. The Authority

- a. Authority hires Consultant to render advice and assistance with tasks as requested by Authority, and to perform such other tasks as are necessary by the Consultant to enable Consultant to adequately provide legal representation to the Authority, subject to authorization by the Authority.
- b. The Authority officials responsible for giving Consultant work assignments are:

- Chair of Cowlitz Transit Authority;
- Vice Chair of Cowlitz Transit Authority;
- Longview Director of Public Works;
- Longview Transit Manager;
- Longview Transit Supervisors; and
- Cowlitz Transit Authority Board Clerk.

c. The Authority warrants that its execution of this agreement is lawful and within its power.

3. Confidentiality

a. Consultant agrees to keep all of the information provided by Authority in the context of this agreement confidential for the term of this agreement and for an amount of time after the agreement terminates as is reasonable under the circumstances of the work assignments given, except for information that is lawfully in the public domain.

b. Any work related products, such as letters, plans, spreadsheets, databases, or the like, that are developed during the term of this Agreement for the Authority by the Consultant shall be deemed to be owned jointly by the Consultant and the Authority. An electronic copy of all documents prepared by the Consultant shall be delivered to the Authority upon request of the custodian of the records of the Authority. The Authority and the Consultant may distribute the information, processes, or product freely, except as provided in paragraph 3a.

4. Term, Compensation, Payment

a. This Agreement is for a term of approximately four years commencing on the date of execution noted above and ending on December 31, 2022.

b. At the Option of the Authority, this Agreement may be extended for an additional three-year period January 1, 2023 through December 31, 2025 upon the same terms contained herein.

c. This agreement may be terminated by either party by giving 90 days written notice to the other party.

d. The Authority shall pay Consultant an hourly rate of Two Hundred Seventy Dollars per hour (\$270.00).

e. Consultant's actual direct expenses incurred in work for the Authority shall be reimbursed at their actual cost. Examples of direct costs include copying costs, mailing and postage fees, hiring of subcontractors or other consultants as approved in advance by the Authority, and other reasonable costs. Cost for mileage shall be reimbursed at the standard rate in effect when the cost is incurred as established by the Internal Revenue Service.

f. Consultant's costs and fees will be billed and paid monthly or quarterly, at the Consultant's discretion. The Authority shall pay the Consultant's invoice promptly, and in no case later than 30 days from the invoice date, except that disputed portions of an invoice may be deducted from any payments until such dispute is resolved, and no payment will be made until such invoice is approved by the Authority at their next regularly scheduled meeting.

g. In all cases, the Authority shall pay the Consultant as a vendor. The Consultant is not an employee of the Authority.

h. As appropriate, the Authority shall issue the Consultant a federal 1099 form. Consultant's federal tax identification number is 47-2157604. Consultant's mailing address is 1014 Franklin Street, Suite 106, Vancouver, WA 98660. Consultant's phone number is (360) 906-1007 and e-mail is jesse@conwaylaw.net .

i. If at any time Conway Law, PLLC considers representing any private client(s) in front of the City of Kelso, the City of Longview or Cowlitz County, then prior to his representation of said private client(s), Conway Law, PLLC shall notify the respective attorneys for said entities in order to inform them of the potential for representation. If said attorneys are of the reasonable opinion that Conway Law, PLLC should not represent said client(s) because of his representation as the attorney for Authority, then Conway Law, PLLC shall either immediately resign as the attorney for Authority or decline representation of said private client(s).

j. The Authority's federal tax identification number is _____. The Authority's mailing address is 254 Oregon Way, P.O. Box 128, Longview, Washington 98632. The Authority's phone number is (360) 442-5664.

This is the entire agreement between the parties. Should any provision be void, the remaining provisions shall be given full effect. The agreement may not be amended except in writing signed by both parties. The agreement shall be interpreted under the laws of the State of Washington.

CONSULTANT

AUTHORITY

Dennis Weber, Board Chair

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the **Cowlitz Transit Authority** (Client), doing business as “RiverCities Transit”, and **Walstead Mertsching, P.S.**, licensed attorneys in the State of Washington (“Attorney”).

RECITALS.

The Client desires to contract for routine legal services, advice, interpretations, and risk management, as hereafter mutually agreed between the parties. Client warrants that its execution of this Agreement is lawful and within its power. Client acknowledges that Attorney is limited in the performance of its duties by the Washington State Rules of Professional Conduct. Client contracts with the City of Longview to provide public transportation services and the necessary operating and administrative staff to support Client.

NOW THEREFORE, IT IS AGREED BETWEEN CLIENT AND ATTORNEY:

1. **Authority.** The Client’s officials responsible for assigning the Attorney work are the Board Chairman, the Transit Manager, and the Longview Public Works Director. Additionally, a majority of the Board Members may give direct assignments to the Attorney if such direction is given during a meeting of the Board.

2. **General Duties.** The Attorney shall be responsible for performing all legal work for the Client, except as set forth below, or in those instances in which the Client assigns legal work to other attorneys, at Client’s own discretion.

3. **Specific Duties.** The following list of duties are illustrative of the services required from Attorney, but is not necessarily inclusive of all duties. In addition, Attorney shall only provide these services when so requested by Client.

a. **Legal Documents.** The Attorney shall review and offer its professional advice on all resolutions, contracts, inter-local agreements, legal correspondence or other legal documents. The Attorney shall draft such documents as requested by the Client. The Client shall forward all draft documents (including contracts, resolutions and inter-local agreements) to the Attorney to approve as to form, when required by law.

b. Advisory Duties. The Attorney shall advise the Board Chairman, Transit Manager, Board Members and/or Client and Longview staff members with regard to legal matters relating to their respective duties. This includes providing advice on procedural issues relating to the conduct of meetings and conduct with the public.

c. Meetings. The Attorney shall attend and prepare for meetings as requested by the Client. Preparation includes the review and drafting of resolutions, review of any contracts, leases, inter-local agreements, and other legal documents pertaining to operation of the Client, and any legal research on issues or procedural matters before the Board.

d. Court Proceedings. Upon request, the Attorney shall represent the Client in civil lawsuits and other contested proceedings commenced by or against the Client. If applicable and upon request, Attorney shall assist Client in pursuing any insurance benefits or seeking defense representation for claims covered by insurance. Attorney acknowledges that Client and RiverCities Transit are a member of the Washington State Transit Insurance Pool (WSTIP), who will handle or take the lead in responding to and defending against claims and lawsuits.

In the event it becomes necessary to commence or defend hearings, litigation or appeals in connection with this representation, Client shall reimburse Attorney for all litigation connected expenses, including filing fees, deposition expenses, expert fees, and such other out-of-pocket costs normally and reasonably incurred in such matters.

e. Other Services. The Attorney shall provide such other requested services as are necessary, appropriate and within Attorney's competence in order to provide the CLIENT with adequate legal representation.

4. Location, Time Frame of Services.

a. Location. The Attorney shall provide services in Cowlitz County as directed. Attorney shall be compensated for mileage at the then current IRS mileage reimbursement rate, and reasonable travel expenses, for services outside of Cowlitz County.

b. Time Frame. The Attorney shall make every effort to perform the duties requested by the Client in the time frame requested by the Client or as expeditiously as possible. The Attorney agrees to keep the Client informed of the status of any assignment and provide a date as to when the work anticipated will be completed.

/////

5. **Excluded Services.** The Attorney's services do not include:

a Providing any advice or representation to the Client on labor, labor negotiations, employment or personnel matters unless specifically requested by the Client.

b Representing or advising Client or Longview employees where the interest of the Client or Longview employee may conflict with that of the Client.

c Providing legal services where the Client has insurance coverage that provides for legal services and the Client has tendered the defense to the insurance carrier. Provided, however, the Attorney shall monitor the lawsuit or claim on behalf of the Client, and may be retained by the Client's insurance provider to provide such legal services, or may pursue claims against the Client's insurance provider as needed to ensure the Client's rights under the contract of insurance are provided.

6. **Conflict of Interest.** The Attorney provides services to other clients in its independent law practice. The Attorney shall not perform such services for other clients where a conflict of interest or ethical violation, as defined in the Washington State Bar Rules of Professional Conduct, may exist. The Attorney warrants, to the best of its knowledge, that its execution and delivery of this Agreement does not and will not conflict with any obligation of Attorney to a current or former client.

7. **Compensation.**

a **Hourly Rate.** The Client shall pay Attorney at the rate of \$200.00 per hour. The Attorney shall invoice the Client no later than the last week of each month for work performed the previous month. The Client shall pay the Attorney's invoice promptly, and in no case later than 30 days from the invoice date.

b Attorney's actual direct expenses incurred for any routine work for the Client shall be reimbursed at actual cost. Examples of direct costs include copying costs, mailing and postage fees, hiring of subcontractors or other Attorneys as approved in advance by the Client, and other reasonable costs.

c As appropriate, the Client shall issue the Attorney a federal 1099 form.

Attorney's federal tax identification number is 91-1368029.

Attorney's mailing address is PO Box 1549, Longview, WA 98632.

Attorney's phone number is (360) 423-5220.

Attorney's e-mail address is randolph@walstead.com.

The Client's federal tax identification number is 91-6001367
The Client's mailing address is PO Box 128, Longview, WA 98632
The Client's phone number is 360-442-5661
The Client's email address is amy@rctransit.org

8. Term of Agreement. This Agreement is for an initial term of November 14, 2019 through December 31, 2021.

a. At the option of the Client, this Agreement may be extended for two-year periods upon the same terms contained herein, except that the Attorney's hourly rate may be adjusted upon mutual agreement.

b. This Agreement may be terminated by either party by giving 30 days' notice to the other party. Any earned compensation or expenses appropriate under this Agreement will be paid for services rendered during the notice period but will only be authorized thereafter upon express agreement of the Board Chairman. The Attorney agrees to co-operate in the transferring of all Client's files and records and provide a copy of all pending attorney files to the Client's designee promptly upon completion of services.

c. Upon termination of this Agreement, the Attorney shall not be entitled to severance pay or continued compensation other than for ongoing services the Attorney and Board Chairman have agreed will extend beyond the effective termination date.

9. Equipment and Other Resources. The Attorney shall obtain its own cellular phone, computer, office equipment and access to electronic legal research services as needed to perform the legal services contemplated in this agreement.

10. Insurance. During the term of this Agreement and any extensions thereof, the Attorney shall secure and maintain a policy of comprehensive professional liability insurance provided by an insurance company licensed to do business in the state of Washington. Said policy shall have limits of not less than \$5,000,000.

The Attorney shall also secure and maintain general liability and automobile liability insurance, each with limits not less than \$1 million per occurrence and \$2 million aggregate, provided by an insurance company licensed to do business in the state of Washington.

11. Indemnity. The Client shall defend, indemnify and hold Attorney harmless from any and all claims arising out of the good faith performance of Attorney's duties for services provided within the scope of this Agreement, within the confines of applicable ethical rules and in compliance with existing law. Indemnity will not be provided for acts performed outside the scope of the Attorney's requested services, or for any acts of misconduct, negligence, or alleged violations of existing law.

The Attorney shall defend, indemnify, and hold Client harmless from any and all claims arising out of the good faith performance of Client's duties and services related to the scope of this Agreement and in compliance with existing law. Indemnity will not be provided for acts performed for any acts of misconduct, negligence, or alleged violations of existing law.

12. Confidentiality. Attorney agrees to keep all of the information provided by Client in the context of this Agreement confidential for the term of this Agreement and thereafter, unless the Attorney-Client privilege is specifically waived, in writing, by an individual authorized to waive this privilege. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to a specific exemption.

13. Maintenance of Client Records and Files. Any work-related products, such as letters, plans, spreadsheets, databases, or the like, that are developed during the term of this Agreement for the Client by the Attorney shall be deemed to be owned jointly by the Attorney and the Client. The Attorney will keep the Client adequately advised of all legal matters by providing copies of all letters or correspondence, plans or proposals written on the Client's behalf to the Transit Manager. All copies of correspondence received by the Attorney relating to Client business will be routinely forwarded to the Transit Manager or its designee upon receipt. A copy of all documents prepared by the Attorney, but not previously provided, or when duplicates are needed, shall be delivered to the Client upon request.

14. Qualifications. Throughout the term of this Agreement, the Attorney shall be an attorney licensed by the state of Washington and a member in good standing of the Washington State Bar.

15. Independent Contractor Status. The Attorney is an independent contractor and is not an employee of the Client. The Attorney is responsible for paying its own federal income tax withholding and other taxes, fees or other charges imposed by law upon independent contractors from the compensation paid to it by the Client. The Attorney is not entitled to any benefits such as sick leave, vacation, unemployment insurance, worker's compensation, PERS, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement.

16. Non-Exclusive Contract. This is a non-exclusive contract. The Client reserves the right to appoint additional attorneys, to contract for a new attorney in the future, or to terminate this Agreement as provided herein. Nothing in this Agreement shall guarantee renewal of this Agreement, and in the event of a future renewal, the parties reserve the right to renegotiate all provisions. Likewise, Attorney reserves the right to perform legal duties for other clients, provided that there is no conflict of interest with the Client.

17. **Entire Agreement.** This Agreement incorporates the entire Agreement between the parties with regard to the legal work to be performed on behalf of the Client, and the rates to be charged therefore.

DATED this _____ day of _____ 2019.

ATTORNEY

COWLITZ TRANSIT AUTHORITY

FRANK F. RANDOLPH
For Walstead Mertsching PS

DENNIS WEBER
Board Chairman