



Agenda

Cowlitz Transit Authority

*Dennis Weber (Chair), Chet Makinster (Vice Chair),
Lisa Alexander, Jeffrey McAllister,
Anthony Harris (Nonvoting), Nancy Malone (Alternate)
Arne Mortensen (Alternate), Mike Wallin,
MaryAlice Wallis (Alternate)*

Wednesday, May 13, 2020

4:00 PM

Longview Council Chambers
1525 Broadway St, Longview

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the Cowlitz Transit Authority will conduct a virtual Zoom meeting on Wednesday, May 13th, at 4:00 p.m.

All members of the public are encouraged to listen in to the meeting and participate via a moderator. For information about Zoom accessibility, please contact the City Clerk's Office at 360-442-5041.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/9816641531>

Telephone options (you may need to try more than one number if you receive a busy signal):

Dial any of the following numbers:

1 346 248 7799

1 408 638 0968

1 646 876 9923

1 669 900 6833

1 253 215 8782

1 301 715 8592

1 312 626 6799

Meeting ID: 981 664 1531

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS**4. CONSIDERATION OF MINUTES FOR MARCH 11, 2020 MEETING**

20-000205 March 11, 2020 Minutes

5. CONSIDERATION OF MINUTES FOR MARCH 24, 2020 EMERGENCY MEETING

20-000226 March 24, 2020 Emergency Meeting Minutes

6. CONSENT CALENDAR

20-000206 Invoice - Columbia Security - April \$698.00

20-000207 Invoice - Columbia Security - May \$698.00

20-000208 Invoice - City of Longview - May \$262,763.33

20-000209 Invoice - City of Longview - June \$262,763.33

20-000210 Invoice - CWCOC Jan-Mar 2020 (Qtr3) - LKRATS \$2,739.56

20-000211 Invoice - Walstead Mertching \$800.00

20-000212 2020 February County Treasurer's Report

20-000213 2020 March County Treasurer's Report

20-000214 2020 February Fund Balance Report

20-000215 2020 March Fund Balance Report

7. REPORTS

20-000216 2020 Annual Fixed Route Ridership

20-000217 2020 March Monthly Fixed Route Ridership

20-000218 2020 April Monthly Fixed Route Ridership

20-000219 2020 March LIFT Ridership

20-000220 2020 April LIFT Ridership

20-000221 CTA Ridership Graph

20-000222 PTBA Sales Tax Data 2020 vs 2019

8. **COWLITZ TRANSIT AUTHORITY LEGAL SERVICES AGREEMENT**

Presented by Amy Asher

20-000224 Summary Statement - Consulting Legal Fee Agreement

RECOMMENDED ACTION:

Review the contract for legal services.

THEN:

Motion to approve the Consulting/Legal Fee Agreement between the Cowlitz Transit Authority and Frank Randolph of Randolph Law.

20-000225 CTA-Randolph Legal Services Agreement

9. **RCT'S COVID-19 RESPONSE**

Presented by Amy Asher

10. **MANAGER'S REPORT**

Presented by Amy Asher

11. **ADJOURNMENT**



Minutes

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Wednesday, March 11, 2020

4:00 PM

Longview Council Chambers
1525 Broadway St, Longview

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1. **CALL TO ORDER**

Chairman Weber called the meeting to order at 4:01 p.m.

2. **ROLL CALL**

Present: Member Dennis Weber, Member Jeffrey McAllister, Member Mike Wallin, Member Lisa Alexander, Member Anthony Harris

Absent: Member Chet Makinster

Staff Present: Amy Asher, Transit Manager; Elizabeth Halili, Board Clerk

3. **PUBLIC COMMENTS**

None at this time.

4. **CONSIDERATION OF MINUTES FOR FEBRUARY 12, 2020 MEETING**

A motion was made by McAllister, seconded by Wallin, to approve the minutes of February 12, 2020. The motion carried with all members voting in favor.

20-000160 February 12, 2020 Minutes

5. **CONSENT CALENDAR**

A motion was made by Wallin, seconded by McAllister, to approve the Consent Calendar as amended in its entirety. The motion carried with all members voting in favor.

20-000142 Invoice - Columbia Security - March \$698.00

20-000143 Invoice - City of Longview - April \$262,763.33 - REVISED

20-000144 Invoice - CWCOG - 2019-161 \$2,739.56

20-000145 Invoice - CWCOG 2020-30 \$580.89

20-000146 Invoice - CWCOG 2020-37 \$250.00

20-000148 2020 January County Treasurer's Report

20-000149 2020 January Fund Balance Report

6. **REPORTS**

20-000150 2020 Annual Fixed Route Ridership

20-000151 2020 February Monthly Fixed Route Ridership Report

20-000152 2020 February LIFT Ridership

20-000153 CTA Ridership Graph

20-000154 PTBA Sales Tax Data 2020 vs 2019

7. AD HOC COMMITTEE ON HOMELESSNESS UPDATE

Chairman Weber gave a brief report from the Ad Hoc Committee on Homelessness:

- No potential homeless encampment site locations have panned out;
- The Ad Hoc Committee has asked County staff to prepare a template for a model hosted encampment;
- Financial projections for a model hosted encampment without water, sewer, or electricity services are \$100,000.00 prior to fencing installation. These projections include:
 - An office for the encampment host that could be used additionally for triage and helping people connect with services;
 - Potential provision of rules for encampment inhabitants.
- The County has issued a request for proposals for additional transitional housing for the homeless;
- Homeless numbers in the current camp are growing rapidly due to publicity;
- The next Ad Hoc meeting will be held on Friday, March 13, 2020.

8. RCT'S CONTINUITY OF BUSINESS OPERATIONS PLAN DISCUSSION

Asher provided a brief report on the status of the work and preparations RiverCities Transit has taken to keep staff and the public healthy because of the Coronavirus:

- Staff has updated the RiverCities Transit Continuity of Business Plan:
 - Outlined prioritized work if we have to operate at reduced staffing levels;
 - Implemented cross-training of positions so that we have built-in redundancy if staffing levels are reduced due to illness;
 - Transit will start to be impacted if more than 30% of drivers are unable to work. In this event, administrative staff including dispatchers and supervisors who possess CDLs will fill driver and dispatcher positions for a short duration;
 - At a greater than 30% staffing loss, staff will look at reducing hours of operation or areas of service depending on bus operator availability. Service frequency on routes will be cut first, followed by routes with the lowest ridership that have alternative routes available. Hours of operation may also be reduced by running Saturday service hours.
 - Travel will be restricted when required;
 - Disposable sanitizing wipes and hand sanitizer will be provided in shared use areas and public areas for operators and the general public;
 - Signs have been posted in RiverCities Transit buses encouraging proper hand washing, covering cough, and staying home when ill;
 - Social distancing is being encouraged. Asher raised concern regarding the Operators' proximity to the public. Social distancing is difficult in a transit setting as people are exchanging transfers, paying fares, and lingering near the drivers.
 - Janitorial services are washing the outside of Fixed Route and Paratransit buses less frequently and focusing instead on cleaning and sanitizing bus interiors.
 - The CTA Board determines hours of service and Routes. Asher would like something on paper formally giving staff permission to reduce service based on set criteria.

Chairman Weber commented that if schools close, operators could be available from the school bus driver pool. Weber stated that an Emergency Memorandum of Understanding with the school bus districts could be drafted. Asher replied that this could be discussed.

9. MANAGER'S REPORT

Asher reported the following:

- The CTA Board recently signed a contract with Walstead Mertching for legal services. CTA legal counsel representative, Frank Randolph, is retiring from Walstead Mertching and setting up his own practice. Mr. Randolph asked if the CTA would like to retain his services. Mr. Randolph stated that he has the blessing of Walstead Mertching to ask existing clients if they would wish to join his new firm. Rates would remain the same. Asher will bring a contract proposal for review to the next Board meeting.
- The Ribbon-Cutting Ceremony will be held on Monday, March 16 at 3:30 p.m. Congresswoman Jaimie Herrera Beutler will be attending as well as staff from Senator Patty Murray's office. Chairman Weber will be speaking as well. The Longview Chamber of Commerce will be on-site to host the official cutting. After the ribbon-cutting ceremony, the Transit Center will be open for facility tours until 5:00 p.m.

10. ADJOURNMENT

With no further business to discuss, Chairman Weber adjourned the meeting at 4:20 p.m.

Elizabeth Halili, Clerk of the Board

Dennis Weber, Chairman



Minutes

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Cowlitz Transit Authority

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Lisa Alexander, Jeffrey McAllister,
Anthony Harris (Nonvoting), Nancy Malone (Alternate)
Arne Mortensen (Alternate), Mike Wallin,
MaryAlice Wallis (Alternate)*

Tuesday, March 24, 2020

4:00 PM

Longview Council Chambers
1525 Broadway St, Longview

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1. **EMERGENCY MEETING - CALL TO ORDER**

Chairman Weber called the emergency meeting to order, in accordance with RCW 42.30.070, at 4:00 p.m. He stated the emergency was created by the COVID-19 virus and its impact on services, riders, and staff.

2. **ROLL CALL**

Present in person: Member Dennis Weber

Present by phone/voting: Member Chet Makinster, Member Jeffrey McAllister, Member Mike Wallin, Member Lisa Alexander

Present by phone/non-voting: Member (Alternate) MaryAlice Wallace, Member (Alternate) Nancy Malone

Absent: Member (Non-voting) Anthony Harris

Staff Present in person: Amy Asher, Transit Manager; Frank Randolph, General Counsel; Elizabeth Halili, Clerk of the Board

Staff Present by phone: Ken Hash, Public Works Director; Betsy Despain, Paratransit

3. **DISCUSSION WITH POSSIBLE ACTION ON RESOLUTION NO 2020-01 DECLARATION OF EMERGENCY**

Dennis Weber and Amy Asher presented Resolution No. 2020-01 Declaration of Emergency to the Board:

- COVID-19 pandemic has had a significant impact on ridership. Fixed Route ridership is down approximately 50% and paratransit ridership is down approximately 70%.
- Transit is an essential service. The need for transit services remains, especially for people needing to get to work;
- Staff has adjusted schedules to meet remaining demand in a fair and economical matter;
- Resolution 2020-01 Declaration of Emergency has been reviewed and approved by Legal Counsel;
- The future impact of the virus and the response remains uncertain. Staff recommends that the Board approve Resolution No. 2020-01 Declaration of Emergency authorizing the Transit Manager to take action to ensure the health and safety of employees and the public.

Board Discussion of proposed Resolution No. 2020-01 Declaration of Emergency:

Member McAllister requested weekly updates by email to the Board members regarding service changes. These updates will also assist the Board with determining whether the emergency powers granted to the Transit Manager are still necessary. The Transit Manager agreed to this request.

A discussion followed that the public must be kept informed as services change to reflect changing demand and resources. Weber advised that Emergency Management Service has a public affairs officer who could assist. The Transit Manager reported that notices were being posted in shelters and on buses. In addition, front seating areas have been chained off on Fixed Route buses in an effort to distance operators from passengers and other efforts are being made to maintain proper social distancing within the buses. All Transit Center lobby seating has been removed. Changes in service notices will be made to allow the public as much notice as possible, so that they may plan accordingly.

On a motion from Wallin, seconded by Makinster, the Cowlitz Transit Authority approved Resolution 2020-01 Declaration of Emergency granting the Transit Manager, effective immediately, authorization to:

- Modify existing transit and paratransit service as deemed necessary to ridership demands and the needs of the public with the direction to give as much notice to the public as practicable;
- Amend and modify fare collections in the interest of preserving public and employee health and safety;
- Suspend any other policies or standard practices to the extent necessary to preserve the safety of our staff, riders, and the community at large;
- Waive the competitive bidding requirements of RiverCities Transit purchase of essential materials, supplies, and public works required to operate the transit system, and the Transit Manager is directed and authorized to take all necessary and appropriate steps to ensure uninterrupted operation of the Public Transportation Benefit Area ("PTBA") systems.;
- The foregoing authority extends for the duration of the emergency, or until the Board withdraws such authority; and the Board directs the Transit Manager to provide regular updates regarding the state of the emergency and an accounting of emergency expenditures and responses, no less frequently than monthly.

The motion carried with the following votes:

Ayes: Members Weber, Makinster, Wallin, and McAllister

Nays: Member Alexander

20-000180 Summary Statement - Resolution 2020 Declaration of Emergency

20-000181 Resolution 2020-01 Declaration of Emergency

20-000182 March 2020 Fixed Route Ridership Report

20-000183 March 2020 Paratransit Ridership Report

4. ADJOURNMENT

With no further business to discuss, Chairman Weber adjourned the meeting at 4:21 p.m.

Elizabeth Halili, Clerk of the Board

Dennis Weber, Chairman

Columbia Security Service & Systems, Inc.

PO Box 775

Longview, WA 98632

Invoice

Date

Invoice #

3/21/2020

33726

Bill To

City of Longview Transit Dept.
PO Box 128
Longview, WA 98632

PH 360-636-4477

FX 360-636-4442

P.O. No.

Terms

Due Date

Bus Transit Terminal

Net 10

3/31/2020

Description

Amount

Patrol services provided for April 2020
Longview

698.00

0.00

Thank you for your business.

Invoice Total

\$698.00

Longview, WA 98632

Received
4/28/20

33891

City of Longview Transit Dept.
PO Box 128
Longview, WA 98632

FX 360-636-4442

Page 12 of 35

Date: 04/08/2020
Invoice # 2020-05

BILL TO Cowlitz Transit Authority
207 North 4th Avenue
Kelso WA 98626

[illegible]

REMITTANCE	
Statement #	2020-05
Date	
Amount Due	
Amount Enclosed	

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Date: 05/13/2020
Invoice # 2020-06

BILL TO Cowlitz Transit Authority
207 North 4th Avenue
Kelso WA 98626

[illegible]

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**Cowlitz-Wahkiakum Council of Governments**

Administration Annex
207 North Fourth Avenue
Kelso, WA 98626

Telephone: (360) 577-3041

E-Mail: cwcog@cwcog.org

Fax: (360) 214-3425

Web: <http://www.cwcog.org/>

Invoice**Cowlitz Transit Authority**

254 Oregon Way
Longview, WA 98632

Invoice Date: April 30, 2020

Invoice Number: 2020 - 78

Jan-Mar 20 (Qtr3) - LKRATS

Item	Amount
Labor - Qtr1	\$1,344.30
Director Program Support - Qtr3	\$633.10
Indirect Program Support - Qtr3	\$762.16
	<u>\$2,739.56</u>

Please contact the CWCOCG Finance Department with questions regarding this invoice.

All charges include tax unless otherwise noted.

Printed 05/02/2020 at 02:58 PM

Page 1 of 1



WALSTEAD MERTSCHING

— ATTORNEYS AT LAW —

Received
4/6/20

A Professional Service Corporation

Civic Center Building - Third Floor
1700 Hudson Street
Mail: P.O. Box 1549
Longview, WA 98632
(360) 423-5220
FED ID# 91-1368029

STATEMENT OF ACCOUNT FOR LEGAL SERVICES RENDERED

Page: 1

RIVERCITIES TRANSIT
AMY ASHER
PO BOX 128
LONGVIEW, WA 98632

Statement Date: April 1, 2020
Statement No. 4
Account No. 21861.001

Please write Account number on check

RE: GENERAL FILE - 2019

			RATE	HOURS	
03/23/2020	FFR	REVIEW DRAFT OF PROPOSED EMERGENCY POWERS AND PROCEDURES FOR AMY, RESEARCH SAME AND PROPOSE CHANGES. OFFER TO CONFER	200.00	1.20	240.00
	FFR	REVIEW AND REVISE EMERGENCY DECLARATION BY CTA; RETURN TO COMMISSIONER WEBER AND TRANSIT MANAGER	200.00	0.30	60.00
03/24/2020	FFR	DRAFT, REVIEW, RESEARCH AND RESPOND TO CORRESPONDENCE FROM AMY REGARDING TODAY'S EMERGENCY MEETING OF THE BOARD, COPY TO COMMISSIONER WEBER	200.00	0.50	100.00
	FFR	ATTEND EMERGENCY MEETING OF THE BOARD; CONFERENCE WITH BOARD MEMBERS AND STAFF; DRAFT PROPOSED MINUTES AND FORWARD TO CLERK OF THE BOARD FOR FURTHER REVIEW, REVISION AND DISTRIBUTION	200.00	2.00	400.00
		<u>TOTAL SERVICES FOR THIS BILLING PERIOD</u>		<u>4.00</u>	<u>800.00</u>
		TOTAL CURRENT WORK			800.00
		PREVIOUS BALANCE FROM LAST BILLING			\$369.00

Please Detach and Return This Portion With Your Remittance

Please Charge \$ _____ on the following:

RIVERCITIES TRANSIT

☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Account No. 21861.001

Card Number

Exp. MM/YY (required)

Statement No. 4

Card Holder Signature

CVV code on back of card (required)

Statement Date: 04/01/2020

A LATE PAYMENT CHARGE OF 1% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 12%, WILL BE ADDED ON ALL AMOUNTS MORE THAN 30 DAYS PAST DUE.

RIVERCITIES TRANSIT

Page: 2
April 01, 2020
ACCOUNT NO: 21861-001M

RE: GENERAL FILE - 2019

03/03/2020	PAYMENT-THANK YOU	-369.00
	<i>BALANCE DUE - PLEASE INCLUDE ACCT. # ON REMITTANCE</i>	<u>\$800.00</u>

**** LIKE US ON FACEBOOK - VISIT US AT www.walstead.com ****

**** PAYABLE UPON RECEIPT ****
MAKE CHECKS PAYABLE TO WALSTEAD MERTSCHING PS
WE ACCEPT ALL MAJOR CREDIT AND DEBIT CARDS

69701 TRANSIT AUTHORITY

930100 TRANSIT AUTHORITY

Account Information	BARS Information	Beg Balance	Debits	Credits	Change	End Balance
1111000 CASH		300,000.00	432,798.10	- 415,346.50	17,451.60	317,451.60
1112000 WARRANTS OUTSTANDING		0.00	0.00	- 1,067.00	- 1,067.00	- 1,067.00
1180000 INVESTMENTS		1,717,621.16	152,583.17	0.00	152,583.17	1,870,204.33
2131020 ACCOUNTS PAYABLE - AP MODULE		0.00	263,830.33	- 263,830.33	0.00	0.00
2880000 UNRESERVED FUND BAL		- 1,930,123.94	0.00	0.00	0.00	- 1,930,123.94
3132100 PUBLIC TRANSPORTATION SYSTEM	8900000 DISTRICT ACTIVITIES	- 353,903.56	0.00	- 429,662.21	- 429,662.21	- 783,565.77
3611100 INT EARN ON INVEST	8900000 DISTRICT ACTIVITIES	0.00	0.00	- 2,583.17	- 2,583.17	- 2,583.17
3614000 OTHER INTEREST	8900000 DISTRICT ACTIVITIES	- 570.55	0.00	- 552.72	- 552.72	- 1,123.27
5492000 OTHER	8900000 DISTRICT ACTIVITIES	266,976.89	263,830.33	0.00	263,830.33	530,807.22
Total		0.00	1,113,041.93	- 1,113,041.93	0.00	0.00

69701 TRANSIT AUTHORITY**930100 TRANSIT AUTHORITY**

Account Information	BARS Information	Beg Balance	Debits	Credits	Change	End Balance
1111000 CASH		317,451.60	342,575.31	- 358,670.78	- 16,095.47	301,356.13
1112000 WARRANTS OUTSTANDING		- 1,067.00	4,637.45	- 4,268.45	369.00	- 698.00
1180000 INVESTMENTS		1,870,204.33	91,270.00	0.00	91,270.00	1,961,474.33
2131020 ACCOUNTS PAYABLE - AP MODULE		0.00	267,031.78	- 267,031.78	0.00	0.00
2880000 UNRESERVED FUND BAL		- 1,930,123.94	0.00	0.00	0.00	- 1,930,123.94
3132100 PUBLIC TRANSPORTATION SYSTEM	8900000 DISTRICT ACTIVITIES	- 783,565.77	0.00	- 339,681.31	- 339,681.31	- 1,123,247.08
3611100 INT EARN ON INVEST	8900000 DISTRICT ACTIVITIES	- 2,583.17	0.00	- 2,270.00	- 2,270.00	- 4,853.17
3614000 OTHER INTEREST	8900000 DISTRICT ACTIVITIES	- 1,123.27	0.00	- 624.00	- 624.00	- 1,747.27
5492000 OTHER	8900000 DISTRICT ACTIVITIES	530,807.22	267,031.78	0.00	267,031.78	797,839.00
Total		0.00	972,546.32	- 972,546.32	0.00	0.00

COWLITZ TRANSIT AUTHORITY FUND BALANCES
For Period Ending: February 29, 2020

	<u>Current Period</u>	<u>Y-T-D</u>
COWLITZ TRANSIT AUTHORITY		
Beginning Balance: February 1, 2020		\$ 1,930,123.94
CTA Revenue		
Metro Sales Tax	429,662.21	783,565.77
Interest Earnings/Investments	2,583.17	2,583.17
Local Sales Interest	552.72	1,123.27
LCC Ridership Agreement	-	-
Other Miscellaneous Revenue	-	-
Subtotal	\$ 432,798.10	\$ 787,272.21
CTA Expenditures		
City of Longview	262,763.33	525,526.66
City of Longview - Audit Services	-	-
Legal Counsel	369.00	1,145.00
Transit Center Security Services	698.00	1,396.00
Subsistence - Meals	-	-
Cowlitz-Wahkiakum Council of Governments	-	2,739.56
Subtotal	\$ 263,830.33	\$ 530,807.22
CTA Ending Balance		\$ 2,186,588.93
CITY OF LONGVIEW		
Beginning Balance: February 1, 2020		\$ 446,072.44
Longview Revenue		
Farebox/Pass Sales	15,189.55	30,490.06
State Pool - Interest	521.40	1,436.38
Payments from CTA	262,763.33	525,526.66
Federal Grant - 5339	-	-
Federal Grant - 5307 - Capital	-	-
Federal Grant - 5307 - Operating	-	-
Federal Grant - 5310 - Capital	-	-
Federal Grant - 5310	-	-
State Special Needs Grant	124,964.00	124,964.00
WSTIP Risk Management Grant	-	-
Bus Advertising	-	501.20
Paratransit Office Space Rental	607.68	1,215.36
Cashier Over-Short / NSF	-	-
Insurance Recoveries	300.00	13,131.50
Other Recoveries / Guest Rider	-	-
Miscellaneous Adjustments/Settlements	-	-
Subtotal	\$ 404,345.96	\$ 697,265.16
Longview Expenditures		
Subtotal	\$1,757,302.84	\$2,156,469.32
Longview Ending Balance		\$ (1,013,131.72)
Combined CTA & Longview Ending Balance		\$ 1,173,457.21

COWLITZ TRANSIT AUTHORITY FUND BALANCES
For Period Ending: March 31, 2020

	<u>Current Period</u>	<u>Y-T-D</u>
COWLITZ TRANSIT AUTHORITY		
Beginning Balance: January 1, 2020	\$	1,930,123.94
CTA Revenue		
Metro Sales Tax	339,681.31	1,123,247.08
Interest Earnings/Investments	2,270.00	4,853.17
Local Sales Interest	624.00	1,747.27
LCC Ridership Agreement	-	-
Other Miscellaneous Revenue	-	-
Subtotal	\$ 342,575.31	\$ 1,129,847.52
CTA Expenditures		
City of Longview	262,763.33	788,289.99
City of Longview - Audit Services	-	-
Legal Counsel	-	1,145.00
Transit Center Security Services	698.00	2,094.00
Subsistence - Meals	-	-
Cowlitz-Wahkiakum Council of Governments	3,570.45	6,310.01
Subtotal	\$ 267,031.78	\$ 797,839.00
CTA Ending Balance		\$ 2,262,132.46
CITY OF LONGVIEW		
Beginning Balance: January 1, 2020	\$	446,072.44
Longview Revenue		
Farebox/Pass Sales	11,304.99	41,795.05
State Pool - Interest	-	1,436.38
Payments from CTA	262,763.33	788,289.99
Federal Grant - 5339	-	-
Federal Grant - 5339 Replacement Buses	831,409.00	831,409.00
Federal Grant - 5307 - Capital	-	-
Federal Grant - 5307 - Operating	-	-
Federal Grant - 5310 - Capital	-	-
Federal Grant - 5310	-	-
State Special Needs Grant	-	124,964.00
WSTIP Risk Management Grant	-	-
Bus Advertising	-	501.20
Paratransit Office Space Rental	607.68	1,823.04
Cashier Over-Short / NSF	-	-
Insurance Recoveries	1,603.49	14,734.99
Other Recoveries / Guest Rider	-	-
Miscellaneous Adjustments/Settlements	-	-
Subtotal	\$ 1,107,688.49	\$ 1,804,953.65
Longview Expenditures		
Subtotal	\$824,898.61	\$2,981,367.93
Longview Ending Balance		\$ (730,341.84)
Combined CTA & Longview Ending Balance		\$ 1,531,790.62

RIVERCITIES TRANSIT

RIDERSHIP BY THE YEAR

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2020	30	1,477	1,489	1,290										4,256
	31	5,084	5,704	4,363	2,970									18,121
	32	4,206	4,287	3,023	1,541									13,057
	33	4,036	4,030	2,992	1,729									12,787
	44	2,043	2,131	1,801										5,975
	45	8,461	8,689	6,780	3,991									27,921
	57	3,250	3,152	2,274	1,065									9,741
	TOTAL	28,557	29,482	22,523	11,296									91,858

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2019	30											455	1,238	1,693
	31	6,989	5,734	5,954	6,350	6,176	5,497	5,975	6,522	5,350	6,332	5,494	4,713	71,086
	32	5,787	4,546	4,727	5,044	5,200	4,091	4,460	4,552	4,221	5,114	4,151	3,625	55,518
	33	3,750	3,582	3,747	3,873	3,896	3,610	3,381	3,586	3,305	3,969	3,655	3,455	43,809
	44	2,410	2,108	2,091	2,294	2,386	2,162	2,113	2,133	1,938	2,356	2,029	2,002	26,022
	45	9,099	8,185	8,759	9,102	9,239	7,596	8,172	8,954	8,261	9,742	8,250	7,504	102,863
	57	3,074	2,821	2,953	3,106	3,222	2,687	2,511	2,578	2,416	2,982	2,878	2,512	33,740
	TOTAL	31,109	26,976	28,231	29,769	30,119	25,643	26,612	28,325	25,491	30,495	26,912	25,049	334,731

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

RIVERCITIES TRANSIT DAILY RIDERSHIP REPORT

Mar-20

DATE	ROUTE 30	ROUTE 31	ROUTE 32	ROUTE 33	ROUTE 44	ROUTE 45 A	ROUTE 45 B	ROUTE 57	TOTAL
1									
2	81	270	219	169	122	260	172	143	1,436
3	93	280	240	193	141	297	195	199	1,638
4	111	259	183	211	107	254	132	154	1,411
5	110	236	195	163	137	196	158	131	1,326
6	81	229	190	155	115	240	137	118	1,265
7 S		204	88	133		201		95	721
8									
9	75	220	150	164	112	201	123	109	1,154
10	79	207	167	186	101	230	126	128	1,224
11	82	255	160	179	123	256	150	151	1,356
12	70	214	136	142	105	216	146	156	1,185
13	69	190	142	135	94	171	98	93	992
14 S		124	83	89		164		59	519
15									
16	58	226	133	155	105	189	112	88	1,066
17	39	163	121	109	110	149	101	75	867
18	54	111	95	119	73	169	105	68	794
19	50	145	85	81	73	139	78	80	731
20	52	142	89	84	55	148	75	56	701
21 S		114	43	58		119		41	375
22									
23	55	133	59	70	56	117	88	54	632
24	40	121	72	83	37	82	76	43	554
25	27	85	62	58	30	103	61	56	482
26	39	81	65	53	49	87	46	26	446
27	25	109	55	56	56	123	66	53	543
28 S		65	30	50		110		25	280
29									
30		99	93	38		181		40	451
31		81	68	59		133		33	374
TOTAL (26)	1,290	4,363	3,023	2,992	1,801	4,535	2,245	2,274	22,523
WEEKDAY TOTAL (22)	1,290	3,856	2,779	2,662	1,801	3,941	2,245	2,054	20,628
SATURDAY TOTAL (4)		507	244	330		594		220	1,895
WEEKDAY AVERAGE	59	175	126	121	82	179	102	93	938
SATURDAY AVERAGE		127	61	83		149		55	474

RIVERCITIES TRANSIT DAILY RIDERSHIP REPORT

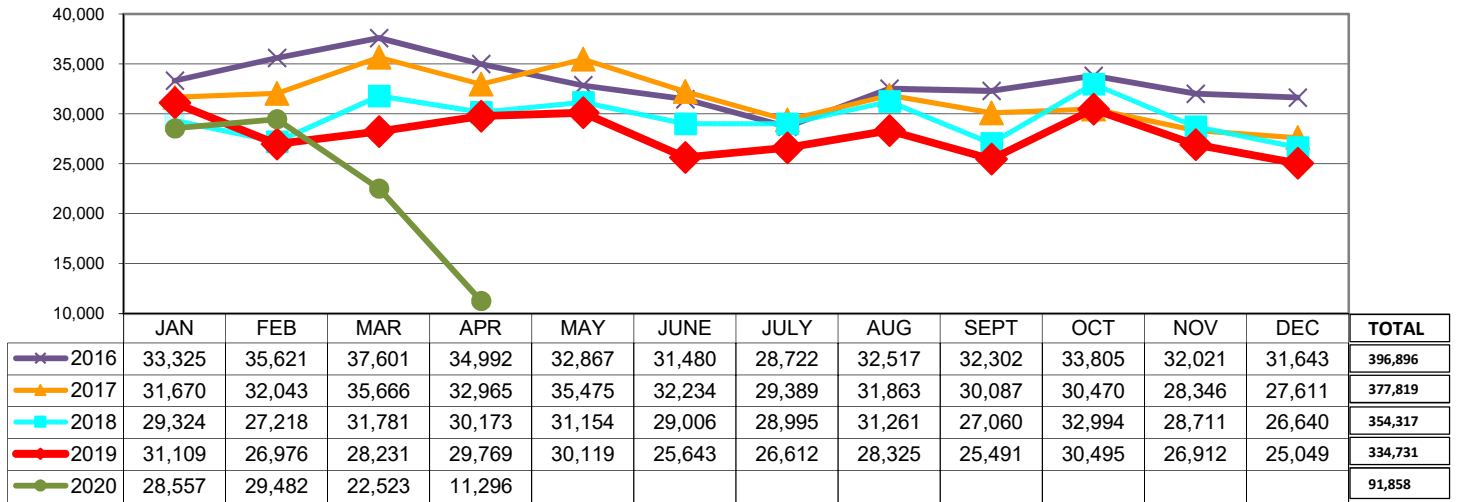
Apr-20

DATE	ROUTE 31 T	ROUTE 31	ROUTE 32 T	ROUTE 32	ROUTE 33 T	ROUTE 33	ROUTE 45 A	ROUTE 45 T	ROUTE 57	TOTAL
1	31	148		96		86	144	80	69	654
2	61	84		101		97	97	69	34	543
3	74	82		73		91	126	90	77	613
4 S										
5										
6	58	95		92		66	104	70	56	541
7	39	88		61		48	115	65	50	466
8		136		70		72	97	58	56	489
9		107		69		72	106	61	49	464
10		138		60		75	107	62	38	480
11 S										
12										
13		168		77		74	127	74	48	568
14		119		60		59	113	48	44	443
15	1	112		60		73	116	62	28	452
16		101		58		75	78	68	43	423
17		138		75		81	111	64	55	524
18 S										
19										
20		129	1	75		85	108	72	68	538
21		113		51		75	110	48	27	424
22		117		61	1	71	123	76	51	500
23		111		75		78	109	83	48	504
24	15	170		54		85	111	68	48	551
25 S										
26										
27	1	170		80		96	134	79	42	602
28		119		60		86	120	69	54	508
29		123		59		81	119	76	38	496
30		122		73	1	101	109	65	42	513
TOTAL (26)	280	2,690	1	1,540	2	1,727	2,484	1,507	1,065	11,296
WEEKDAY TOTAL (22)	280	2,690	1	1,540	2	1,727	2,484	1,507	1,065	11,296
SATURDAY TOTAL (4)										
WEEKDAY AVERAGE	13	122	1	70	2	79	113	69	48	513
SATURDAY AVERAGE										

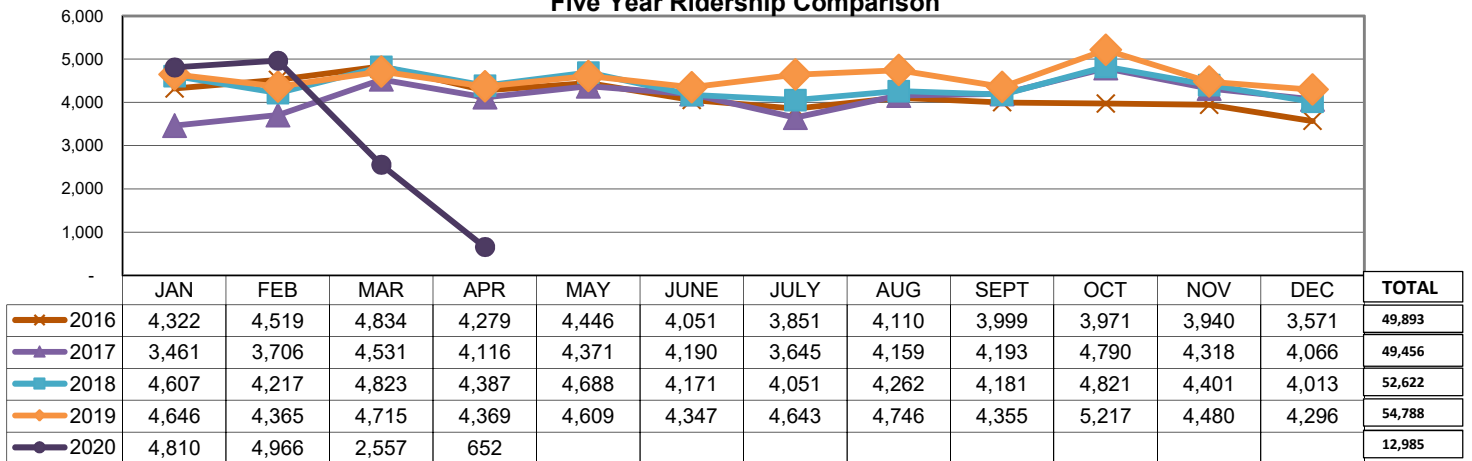
Date	Total Psgrs	Demand Response Client Trips	Number of Attends	Number of Guests	Delivered AMB Psgrs	Delivered W/C Psgrs	% W/C Psgrs Delivered	Psgrs Rev Hour	CXLS	No Shows
3/2/2020	166	142	24	0	104	38	26.76%	2.23	23	1
3/3/2020	272	229	41	2	173	56	24.45%	2.61	12	4
3/4/2020	238	213	25	0	164	49	23.00%	2.35	52	7
3/5/2020	180	150	28	2	114	36	24.00%	2.17	28	4
3/6/2020	170	152	16	2	101	51	33.55%	2.00	25	12
3/7/2020	120	94	22	4	73	21	22.34%	2.77	12	1
3/9/2020	161	135	26	0	101	34	25.19%	2.17	41	11
3/10/2020	198	170	28	0	130	40	23.53%	2.30	27	5
3/11/2020	203	189	14	0	163	26	13.76%	2.26	26	1
3/12/2020	142	120	22	0	90	30	25.00%	1.83	35	2
3/13/2020	131	118	13	0	89	29	24.58%	1.90	22	2
3/14/2020	65	58	7	0	42	16	27.59%	1.80	20	0
3/16/2020	81	73	8	0	57	16	21.92%	1.60	67	0
3/17/2020	70	65	5	0	52	13	20.00%	1.81	12	1
3/18/2020	50	46	4	0	40	6	13.04%	1.46	8	1
3/19/2020	43	39	4	0	32	7	17.95%	1.71	9	3
3/20/2020	44	42	2	0	36	6	14.29%	1.65	3	2
3/21/2020	27	27	0	0	23	4	14.81%	1.65	2	0
3/23/2020	25	24	1	0	16	8	33.33%	1.33	3	0
3/24/2020	24	22	2	0	16	6	27.27%	1.23	17	0
3/25/2020	27	27	0	0	25	2	7.41%	1.50	5	0
3/26/2020	20	18	2	0	14	4	22.22%	2.01	0	0
3/27/2020	36	28	8	0	18	10	35.71%	1.96	1	0
3/28/2020	13	13	0	0	13	0	0.00%	1.16	0	0
3/30/2020	16	16	0	0	16	0	0.00%	1.30	3	1
3/31/2020	35	30	5	0	21	9	30.00%	1.87	1	0
	2557	2240	307	10	1723	517	21.22%	1.87	454	58

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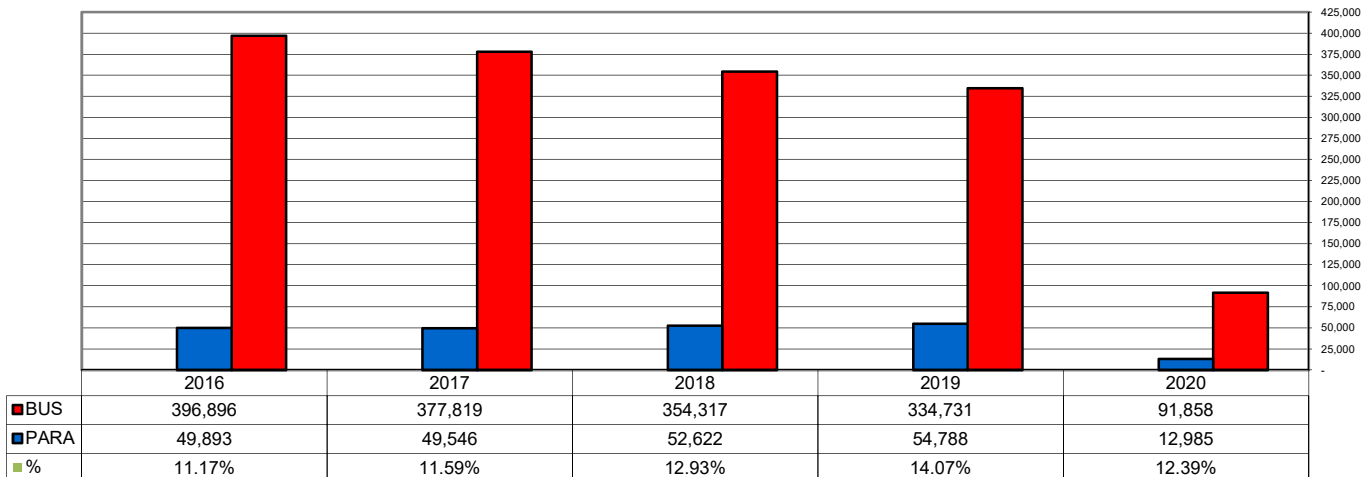
RiverCities Transit Fixed Route Five Year Ridership Comparison

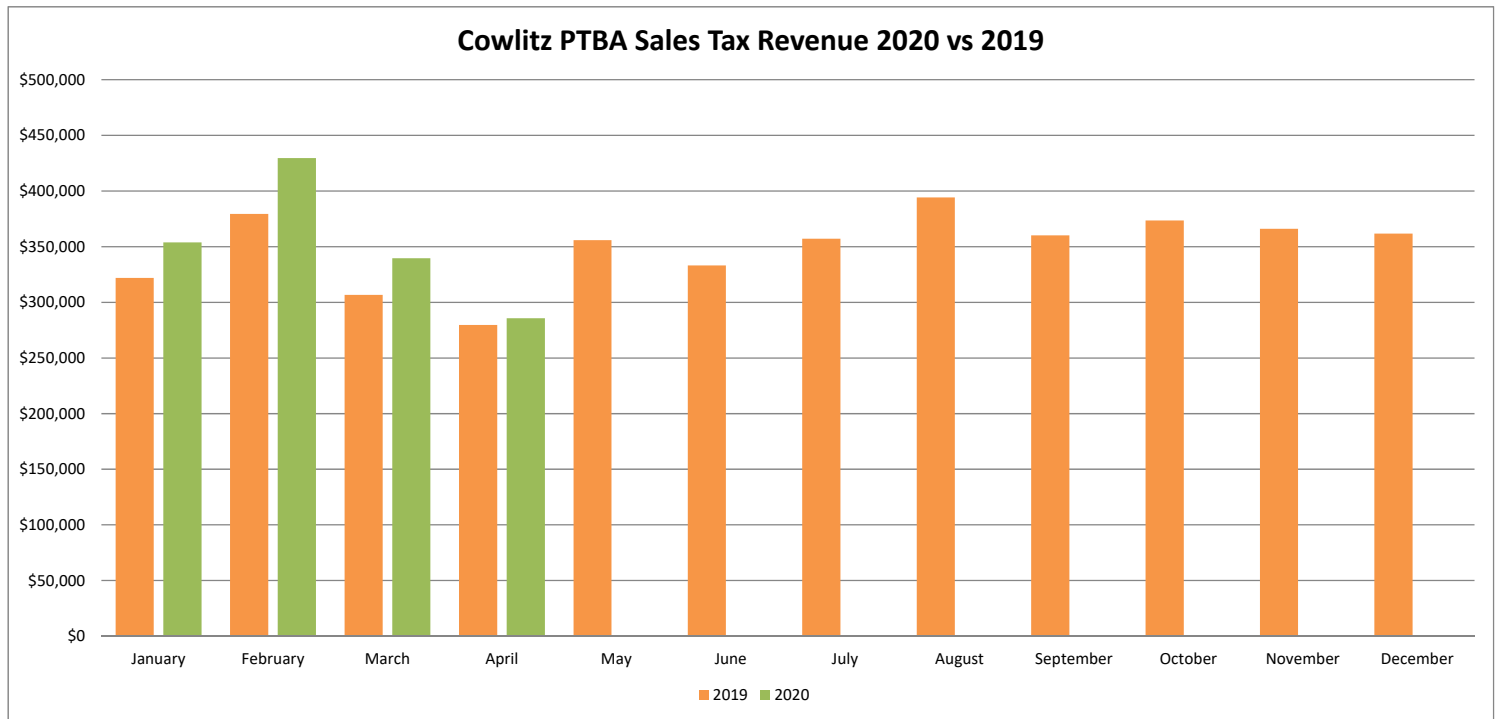
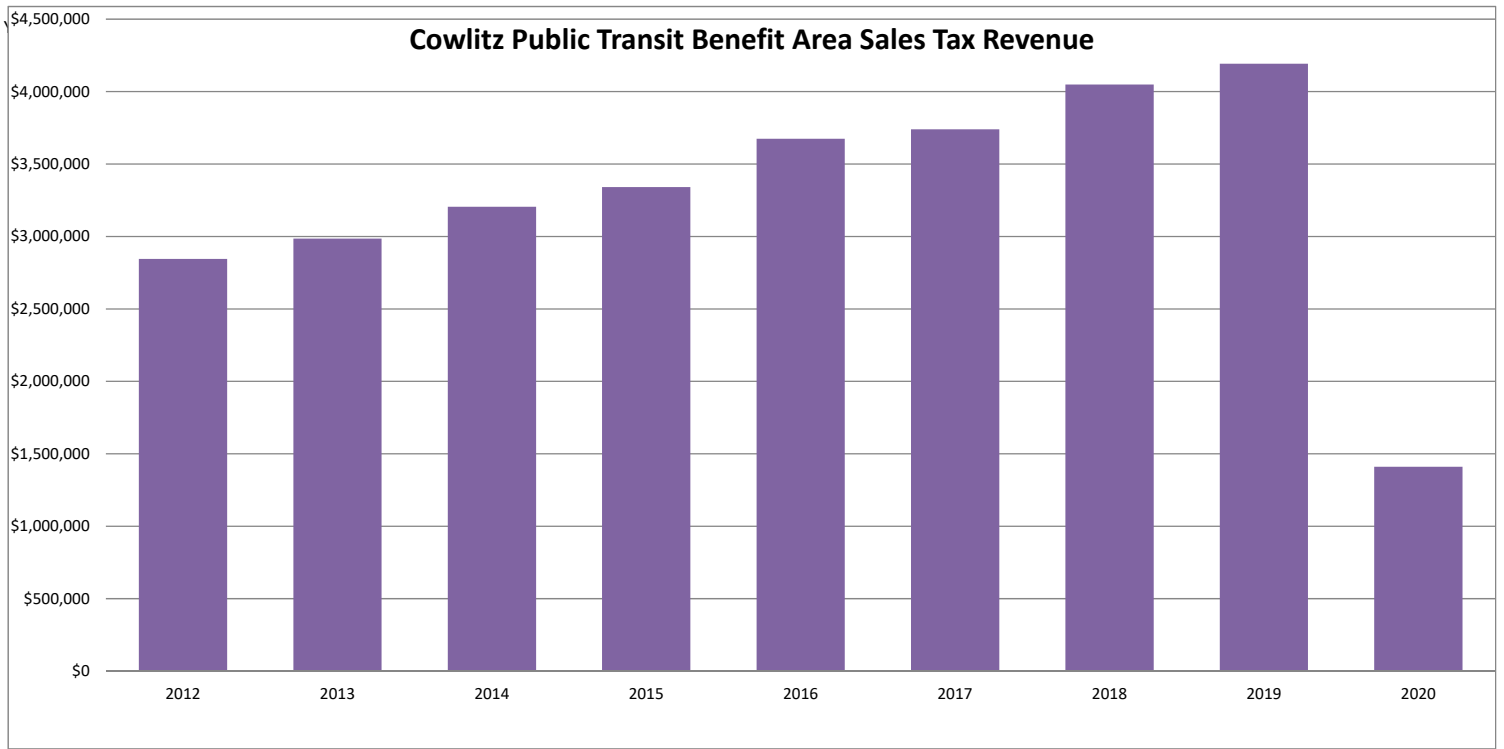


RiverCities Transit Paratransit Five Year Ridership Comparison



Comparison of Ridership Bus and Paratransit Ridership







Cowlitz Transit Authority

Agenda Summary

COWLITZ TRANSIT AUTHORITY CONSULTING/LEGAL FEE AGREEMENT

SUMMARY STATEMENT:

The Cowlitz Transit Authority relies on legal services occasionally for review of contracts, interlocal agreements, and legal interpretation of state and federal laws.

The CTA Board entered into a contract for legal services with Walstead Mertsching in November of 2019 to work specifically with Attorney, Frank Randolph. Mr. Randolph has retired from Walstead Mertsching and has set up his own firm. He would like to continue serving the CTA Board at the same \$200 hourly rate as was adopted in November.

A draft contract for legal services with Frank Randolph of the Randolph Law Firm is attached. The contract is for services until April 30, 2022, with an option to extend if desired.

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

RECOMMENDED ACTION:

Review the contract for legal services.

THEN:

Motion to approve the Consulting/Legal Fee Agreement between the Cowlitz Transit Authority and Frank Randolph of Randolph Law.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the **Cowlitz Transit Authority** (Client), doing business as “RiverCities Transit”, and **Frank F. Randolph**, licensed attorney 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 487-54-5055.

Attorney's mailing address is PO Box 457, Longview, WA 98632.

Attorney's phone number is (360) 749-2287.

Attorney's e-mail address is ffrlaw@comcast.net.

The Client's federal tax identification number is 91-6001367
The Client's mailing address is P.O. 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 May 1, 2020 through April 30, 2022.

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 \$1,000,000.

The Attorney shall also secure and maintain general liability and automobile liability insurance, each with limits not less than \$1 million per occurrence and \$1 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 _____ 2020.

ATTORNEY

COWLITZ TRANSIT AUTHORITY

FRANK F. RANDOLPH
Randolph Law Firm

DENNIS WEBER
Board Chairman