



Agenda

Cowlitz Transit Authority

*Dennis Weber (Chair), Mike Wallin (Vice Chair), Lisa Alexander,
Kim LeFebvre, City of Longview Primary Position 2 (Vacant)
Anthony Harris (Nonvoting), Mike Karnofski (Alternate)
Arne Mortensen (Alternate), MaryAlice Wallis (Alternate)*

Wednesday, March 9, 2022	4:00 PM	Zoom/Hybrid Longview Council Chambers 1525 Broadway St, Longview
--------------------------	---------	--

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, the Cowlitz Transit Authority will conduct a regular board meeting on Wednesday March 9, 2022 at 4:00 p.m. at the Council Chamber, City Hall, 1525 Broadway St, Longview. The meeting is also available by Zoom.

Please click the link below to join the meeting:

<https://us02web.zoom.us/j/81116488624>

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

Dial any of the following numbers:

1 253 215 8782

1 669 900 6833

1 346 248 7799

1 408 638 0968

1 646 876 9923

1 301 715 8592

1 312 626 6799

Webinar ID: 811 1648 8624

For information about Zoom accessibility, please contact the Board Clerk at (360) 442-5663. Longview 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 at least 48 hours in advance if you require special accommodations to attend the meeting.

Agendas are made available the Friday before the meeting at www.mylongview.com under "Agendas & Minutes".

Next meeting

Wednesday, April 13, 2022

4:00 p.m. – Regular Board Meeting

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENTS**
4. **CONSIDERATION OF MINUTES FOR THE FEBRUARY 9, 2022 MEETING**
22-000133 February 9, 2022, CTA Board Meeting Minutes - DRAFT
5. **CONSENT CALENDAR**
22-000134 INVOICE #2022-04 - City of Longview - \$375,401.00
22-000135 2022 January County Treasurer's Report
22-000136 2022 January CTA Fund Balance Report
6. **REPORTS**
22-000137 2022 Annual Fixed Route Ridership
22-000138 2022 February Monthly Fixed Route Ridership
22-000139 2022 February Fixed Route Ridership by Hour
22-000140 2022 February Fixed Route Average Passengers per Trip
22-000141 2022 February Monthly LIFT Ridership
22-000142 2022 Five Year Ridership Graph
22-000143 PTBA Sales Tax Data 2022 vs 2021
7. **COWLITZ TRANSIT AUTHORITY LEGAL SERVICES AGREEMENT**
Presented by James Seeks

22-000144 SUMMARY STATEMENT: Cowlitz Transit Authority 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.

22-000149 2022 Randolph Law Firm Legal Services Agreement

8. **BOARD SIGNATURE AUTHORIZATION FORM**
Presented by James Seek

22-000145 SUMMARY STATEMENT: Resolution 2017-03 Exhibit A - Amended 2022

RECOMMENDED ACTION:

None. The amended Exhibit A will be sent to necessary parties for signature and sent to the County for their records.

22-000146 Resolution 2017-03 Authorizing Certain Individuals to Approve and Submit Claims for Payment

9. **MANAGER'S REPORT**
Presented by James Seek

10. **MISCELLANEOUS**

11. **ADJOURNMENT**



Minutes

Agenda

Cowlitz Transit Authority

*Dennis Weber (Chair), Lisa Alexander, Mike Wallin,
City of Kelso Primary Position 2 (Vacant),
City of Longview Primary Position 2 (Vacant)
Anthony Harris (Nonvoting),
Arne Mortensen (Alternate), MaryAlice Wallis (Alternate),
City of Kelso Alternate (Vacant),*

Wednesday, February 9, 2022

4:00 PM

Zoom/Hybrid
Longview Council Chambers
1525 Broadway St, Longview

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, the Cowlitz Transit Authority will conduct a regular board meeting on Wednesday February 9, 2022 at 4:00 p.m. at the Council Chamber, City Hall, 1525 Broadway St, Longview. The meeting is also available by Zoom.

Please click the link below to join the meeting:

<https://us02web.zoom.us/j/88396329493>

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

Dial any of the following numbers:

1 253 215 8782

1 346 248 7799

1 408 638 0968

1 699 900 6833

1 301 715 8592

1 312 626 6799

1 646 876 9923

Webinar ID: 883 9632 9493

For information about Zoom accessibility, please contact the Board Clerk at (360) 442-5663. Longview 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 at least 48 hours in advance if you require special accommodations to attend the meeting.

Next meeting

Wednesday, March 9, 2022

4:00 p.m. – Regular Board Meeting

1. CALL TO ORDER

Chair Weber called the meeting to order at 4:00 p.m.

2. ROLL CALL

Present: Chair Dennis Weber; Member Lisa Alexander; Member Mike Wallin; Member (Alternate) MaryAlice Wallis; Member (Non-Voting) Anthony Harris;

Absent: Member (Alternate) Arne Mortensen, City of Kelso Primary Position 2 (Vacant); City of Longview Primary Position 2 (Vacant); City of Kelso Alternate (Vacant)

Staff Present: James Seek, Transit Manager; Tabitha Hayden, Transit Supervisor (Clerk Pro-Tem); Michael Richards, Transit Supervisor

Others Present: Morrie Christensen, Paratransit Manager; Ken Pearrow, CWCOC

3. PUBIC COMMENTS

None.

4. CONSIDERATION OF MINUTES FOR THE JANUARY 12, 2022 MEETING

A motion was made by Alexander, seconded by Wallis, to approve the minutes of the January 12, 2022, CTA Board meeting as presented. The motion carried with all members voting in favor.

22-00070 January 12, 2022, CTA Board Meeting Minutes - DRAFT

5. CONSENT CALENDAR

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

22-00071 INVOICE - City Of Longview - 2022 03 \$249,701.67

22-00072 INVOICE - Cowlitz County Auditor - 2021 Mailing Costs \$2.44

22-00073 INVOICE - CWCOC - LKRATS Q2 \$1,942.56

22-00074 INVOICE - CWCOC - Mobility Match \$3,000

22-00075 INVOICE - Frank F Randolph - Legal Service \$180

22-00076 December 2021 Cowlitz County Treasurer Report

22-00077 December 2021 CTA Fund Balance Report

6. REPORTS

22-00078 2022 Annual Fixed Route Ridership

22-00079 2022 January Monthly Fixed Route Ridership

22-00080 2022 January Fixed Route Ridership by Hour

22-00081 2022 January Fixed Route Average Passengers per Trip

22-00082 2022 January Monthly LIFT Ridership

22-00083 2022 Five Year Ridership Graph

22-00084 PTBA Sales Tax Data 2021 vs 2020

7. ELECTION OF OFFICERS

Transit Manager James Seeks noted that, although all of the Board members have not been selected by the City of Kelso, Legal counsel has advised the Cowlitz Transit Authority to hold the Election of Officers at the February 9, 2022, Board meeting as instructed in the Bylaws.

On a nomination made by Wallis, seconded by Wallin, Dennis Weber was unanimously re-elected as Chairman. On a nomination made by Wallis, Mike Wallin was unanimously elected Vice-Chairman.

8. COWLITZ TRANSIT AUTHORITY LEGAL CONSULTING SERVICES

A motion was made by Wallis, seconded by Wallin, for the Cowlitz Transit Authority to seek a new agreement with Randolph Law Firm beyond the current term of April 30, 2022, on an "as needed" basis. The motion carried with all members voting in favor.

22-00086 SUMMARY STATEMENT

9. MANAGER'S REPORT

James Seeks gave a brief report:

- Board members will receive their annual bus passes as soon as all vacant member positions have been filled.
- In February, despite several employees being sick with COVID or quarantined due to exposure, transit staff maintained full service.
- The January ATU negotiation meeting was canceled due to a COVID quarantine. Negotiations will resume later in February.
- The State Legislature's Joint Transportation Committee has proposed a new funding package for transportation. One of the funding requirements currently involves transit agencies adopting policies offering zero-fare service to all riders 18 and younger. Mr. Seeks stated that the proposed direct funding support would more than make up the fare difference. In addition, this would be a low barrier for RiverCities Transit, as we have been conducting a free Annual Youth Pass pilot project since 2020.
- Tabitha Hayden and Michael Richards are working with Engineering to develop an RFP for the bus stop improvement project.
- The staff is in the planning stage for the Lexington Service Expansion Project. Seeks stated that he expects to route service past Lexington Elementary.
- Seeks introduced Michael Richards as the new Transit Operations Supervisor. The staff is in the process of hiring his successor to the Transit Facilities and Customer Service Technician position.

Morrie Christensen gave a brief report:

- LIFT Ridership increased in February over that in December 2021 and January 2022. In addition, Paratransit Services recently hired two additional LIFT Operators and a second full-time Dispatcher.

10. **MISCELLANEOUS**

None.

11. **ADJOURNMENT**

With no further business to discuss, Chair Weber adjourned the meeting at 4:19 p.m.

Elizabeth Halili, Clerk of the Board

Dennis Weber, Chairman

Date: 03/09/2022
Invoice # 2022-04

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

[illegible]

REMITTANCE	
Statement #	2022-04
Date	03/09/2022
Amount Due	\$375,401.00
Amount Enclosed	

Page 8 of 25

69701 TRANSIT AUTHORITY**930100 TRANSIT AUTHORITY**

Account Information	BARS Information	Beg Balance	Debits	Credits	Change	End Balance
1111000 CASH		340,421.81	434,094.54	- 469,701.67	- 35,607.13	304,814.68
1180000 INVESTMENTS		6,351,004.58	220,000.00	0.00	220,000.00	6,571,004.58
2131020 ACCOUNTS PAYABLE - AP MODULE		0.00	249,701.67	- 249,701.67	0.00	0.00
2880000 UNRESERVED FUND BALANCE		- 6,691,426.39	0.00	0.00	0.00	- 6,691,426.39
3132100 PUBLIC TRANSPORTATION SYSTEM	8900000 DISTRICT ACTIVITIES	0.00	0.00	- 433,948.34	- 433,948.34	- 433,948.34
3614000 OTHER INTEREST	8900000 DISTRICT ACTIVITIES	0.00	0.00	- 146.20	- 146.20	- 146.20
5492000 OTHER	8900000 DISTRICT ACTIVITIES	0.00	249,701.67	0.00	249,701.67	249,701.67
Total		0.00	1,153,497.88	- 1,153,497.88	0.00	0.00

COWLITZ TRANSIT AUTHORITY FUND BALANCES
For Period Ending: January 31, 2022

	<u>Current Period</u>	<u>Y-T-D</u>
COWLITZ TRANSIT AUTHORITY		
Beginning Balance: January 1, 2022		\$ 6,691,426.39
CTA Revenue		
Metro Sales Tax	433,948.34	433,948.34
Interest Earnings/Investments	-	-
Local Sales Interest	146.20	146.20
LCC Ridership Agreement	-	-
Other Miscellaneous Revenue	-	-
Subtotal	\$ 434,094.54	\$ 434,094.54
CTA Expenditures		
City of Longview	249,701.67	249,701.67
City of Longview - Audit Services	-	-
Legal Counsel	-	-
Transit Center Security Services	-	-
Subsistence - Meals	-	-
Cowlitz-Wahkiakum Council of Governments Dues	-	-
Subtotal	\$ 249,701.67	\$ 249,701.67
CTA Ending Balance		\$ 6,875,819.26

CITY OF LONGVIEW		
Beginning Balance: January 1, 2021		\$ 1,271,838.97
Longview Revenue		
Farebox/Pass Sales	8,007.36	8,007.36
State Pool - Interest	160.19	160.19
Payments from CTA	249,701.67	249,701.67
Federal Grant Competitive - 5339 - Transit Center	-	-
Federal Grant Competitive- 5339 Replacement Buses	-	-
Federal Grant Competitive- 5307 Flex - Transit Center	-	-
Federal Grant - 5307 Formula- Operating	-	-
Federal Grant - CARES ACT 5307 Formula-Operating	-	-
Federal Grant Competitive- 5310 - Replacement Buses	-	-
Federal Grant Competitive- 5310 Paratransit Operating	-	-
State Special Needs Formula Grant - Paratransit Operating	-	-
WSTIP Risk Management Grant	-	-
Paratransit Office Space Rental	901.21	901.21
Cashier Over-Short / NSF	-	-
Insurance Recoveries	-	-
Other Recoveries / Guest Rider	-	-
Miscellaneous Adjustments/Settlements	-	-
Subtotal	\$ 258,770.43	\$ 258,770.43
Longview Expenditures		
Subtotal	\$433,074.93	\$433,074.93
Longview Ending Balance		\$ 1,097,534.47
Combined CTA & Longview Ending Balance		\$ 7,973,353.73

RIVERCITIES TRANSIT
RIDERSHIP BY THE YEAR

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2022	30	754	766											1,520
	31	2,258	2,303											4,561
	32	1,861	1,873											3,734
	33	1,991	1,986											3,977
	44	986	1,022											2,008
	45	3,984	4,401											8,385
	46	399	353											752
	57	1,516	1,592											3,108
TOTAL		13,749	14,296	0	0	0	0	0	0	0	0	0	0	28,045

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2021	30		488	936	976	799	891	925	816	815	781	714	704	8,845
	31	2,687	2,270	2,991	3,047	2,765	2,724	2,931	2,628	2,538	2,516	2,440	2,498	32,035
	32	1,461	1,424	1,861	1,980	1,747	1,897	2,038	1,688	1,770	1,905	1,772	1,951	21,494
	33	1,844	1,406	1,940	2,196	2,064	2,289	2,269	2,055	1,973	2,066	2,106	2,021	24,229
	44		553	1,240	1,265	1,108	1,119	1,237	1,236	1,130	1,201	1,176	1,093	12,358
	45	3,763	3,278	4,891	4,803	4,599	4,538	4,940	4,621	4,509	4,349	4,142	4,174	52,607
	46									272	422	369	400	1,463
	57	926	912	1,452	1,538	1,262	1,362	1,378	1,367	1,681	1,625	1,382	1,396	16,281
TOTAL		10,681	10,331	15,311	15,805	14,344	14,820	15,718	14,411	14,688	14,865	14,101	14,237	169,312

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2020	30	1,477	1,489	1,290					765	779	962	664	734	8,160
	31	5,084	5,704	4,363	2,970	2,940	3,360	3,303	2,821	2,884	3,204	2,709	3,137	42,479
	32	4,206	4,287	3,023	1,541	1,655	1,991	2,151	2,049	1,988	2,280	1,820	1,883	28,874
	33	4,036	4,030	2,992	1,729	1,864	2,159	2,344	1,948	1,947	2,269	1,827	1,950	29,095
	44	2,043	2,131	1,801					940	1,123	1,148	931	887	11,004
	45	8,461	8,689	6,780	3,991	3,948	4,976	5,354	4,485	4,279	4,835	3,952	4,353	64,103
	57	3,250	3,152	2,274	1,065	973	1,446	1,556	1,424	1,361	1,574	1,117	1,196	20,388
TOTAL		28,557	29,482	22,523	11,296	11,380	13,932	14,708	14,432	14,361	16,272	13,020	14,140	204,103

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2019	30											455	1238	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

RIVERCITIES TRANSIT DAILY RIDERSHIP REPORT

Feb-22

DATE	ROUTE 30	ROUTE 31	ROUTE 32	ROUTE 33	ROUTE 44	ROUTE 45	ROUTE 45 B	ROUTE 46	ROUTE 57	TOTAL
1	64	116	114	90	61	144	106	18	61	774
2	36	109	64	76	56	114	74	16	61	606
3	45	125	95	103	83	147	84	27	85	794
4	54	112	82	103	43	148	61	23	76	702
5 S		100	66	74		160			53	453
6										
7	41	83	98	69	44	133	77	28	92	665
8	37	103	95	105	45	137	64	18	78	682
9	33	116	78	80	48	130	91	21	81	678
10	41	97	80	94	45	126	70	15	93	661
11	34	137	79	86	78	116	68	16	70	684
12 S		89	70	94		142			40	435
13										
14	58	89	76	78	53	132	59	13	78	636
15	35	98	77	78	50	127	78	11	68	622
16	47	84	68	100	59	110	86	16	75	645
17	34	80	63	73	48	117	56	20	88	579
18	24	114	92	84	57	138	73	18	76	676
19 S		66	47	49		137			45	344
20										
21 R		89	82	71		117			36	395
22	34	114	99	70	53	99	79	28	74	650
23	40	90	83	70	46	95	71	24	61	580
24	31	70	58	117	43	113	84	14	48	578
25	40	80	70	84	72	105	58	13	70	592
26 S		63	59	73		126			27	348
27										
28	38	79	78	65	38	75	74	14	56	517
TOTAL (24)	766	2303	1873	1986	1022	2988	1413	353	1592	14296
WEEKDAY TOTAL (19)	766	1896	1549	1625	1022	2306	1413	353	1391	12321
SATURDAY/REDUCED DAY TOTAL (5)		407	324	361		682			201	1975
DAILY AVERAGE	40	96	78	83	54	125	74	19	66	596
WEEKDAY AVERAGE	40	100	82	86	54	121	74	19	73	648
SATURDAY/REDUCED DAY AVERAGE		81	65	72		136			40	395

Ridership by Hour
2/1/2022 - 2/28/2022

Weekday - Passengers by Hour

Route	630	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	TOTAL
31	22	115	93	132	194	169	206	206	227	207	144	132	49	1,896
32	6	50	101	121	133	136	156	173	181	208	117	97	70	1,549
33	3	89	148	120	140	144	144	141	168	196	137	113	82	1,625
Route	630	720	820	920	1020	1120	1220	1320	1420	1520	1620	1720	1820	
44	29	33	78	60	103	92	93	107	105	96	78	94	54	1,022
57	98	92	66	98	123	96	123	121	155	126	164	97	32	1,391
Route					1030	1130	1230	1330	1430	1530	1630			
30					65	93	133	130	133	111	101			766
Route						1150	1250	1350	1450	1550				
46						69	86	83	61	54				353
Route	630	700	730	800		not shown for brevity				1700	1720	1800	1830	
45	41	46	61	137						157	100	86	55	3,719

Saturday - Passengers by Hour

Route	800	900	1000	1100	1200	1300	1400	1500	1600	1700		
31	19	39	34	43	48	63	64	35	32	30	407	
32	16	17	30	35	39	34	46	42	41	24	324	
33	31	24	47	36	42	48	37	32	35	29	361	
Route	820	920	1020	1120	1220	1320	1420	1520	1620	1720		
57	7	12	15	22	24	21	22	25	38	15	201	
Route	800	830	900	930	not shown for brevity			1600	1630	1700	1730	
45	24	16	39	30				47	23	32	13	682

Total Fixed Route

14,296

Average Passengers per Trip

2/1/2022 - 2/28/2022

Weekday

Route	630	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	Passengers per Revenue Service Hr	Avg daily boardings
31	1.2	6.1	4.9	6.9	10.2	8.9	10.8	10.8	11.9	10.9	7.6	6.9	2.6	8.0	100
32	0.3	2.6	5.3	6.4	7.0	7.2	8.2	9.1	9.5	10.9	6.2	5.1	3.7	6.5	82
33	0.2	4.7	7.8	6.3	7.4	7.6	7.6	7.4	8.8	10.3	7.2	5.9	4.3	6.8	86
Route	630	720	820	920	1020	1120	1220	1320	1420	1520	1620	1720	1820		
44	1.5	1.7	4.1	3.2	5.4	4.8	4.9	5.6	5.5	5.1	4.1	4.9	2.8	4.3	54
57	5.2	4.8	3.5	5.2	6.5	5.1	6.5	6.4	8.2	6.6	8.6	5.1	1.7	5.9	73
Route					1030	1130	1230	1330	1430	1530	1630				
30					3.4	4.9	7.0	6.8	7.0	5.8	5.3			5.8	40
Route						1150	1250	1350	1450	1550					
46						3.6	4.5	4.4	3.2	2.8				3.7	19
Route	630	700	730	800	not shown for brevity					1700	1720	1800	1830		
45	2.2	2.4	3.2	7.2						8.3	5.3	4.5	2.9	10.1	196

Saturday

Route	800	900	1000	1100	1200	1300	1400	1500	1600	1700	Passengers per Revenue Service Hr	Avg daily boardings
31	3.8	7.8	6.8	8.6	9.6	12.6	12.8	7.0	6.4	6.0	8.1	81
32	3.2	3.4	6.0	7.0	7.8	6.8	9.2	8.4	8.2	4.8	6.5	65
33	6.2	4.8	9.4	7.2	8.4	9.6	7.4	6.4	7.0	5.8	7.2	72
Route	820	920	1020	1120	1220	1320	1420	1520	1620	1720		
57	1.4	2.4	3.0	4.4	4.8	4.2	4.4	5.0	7.6	3.0	4.2	40
Route	800	830	900	not shown for brevity			1600	1630	1700	1730		
45	4.8	3.2	7.8				9.4	4.6	6.4	2.6	13.6	136

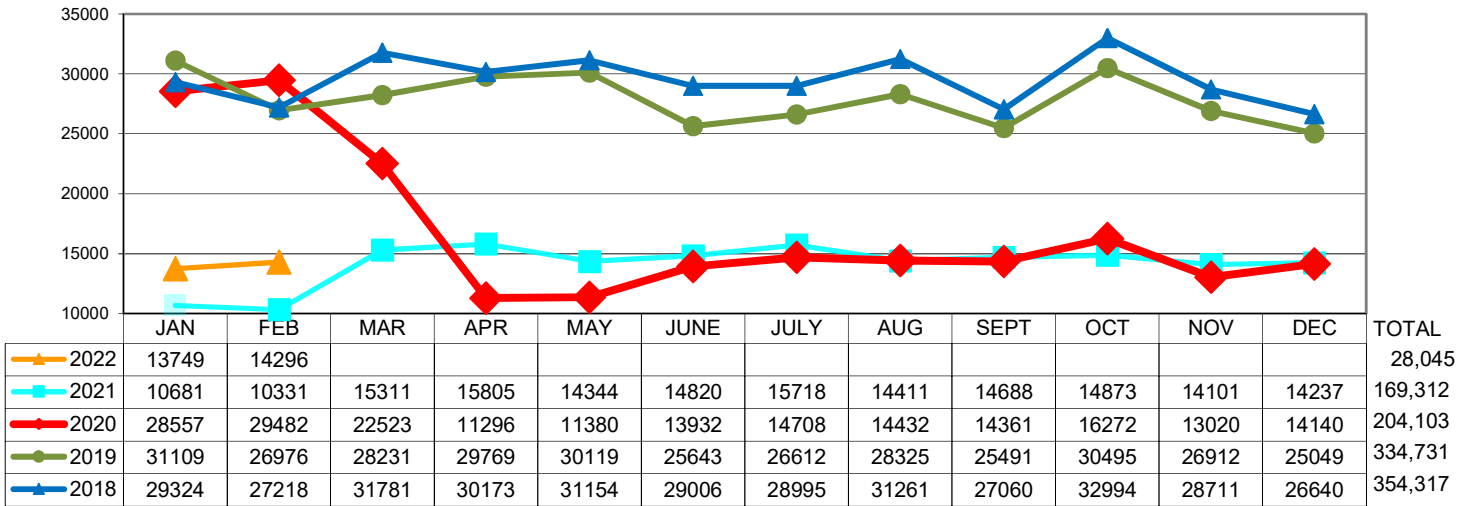
System Productivity

Red Less than 3.0 passengers per hour

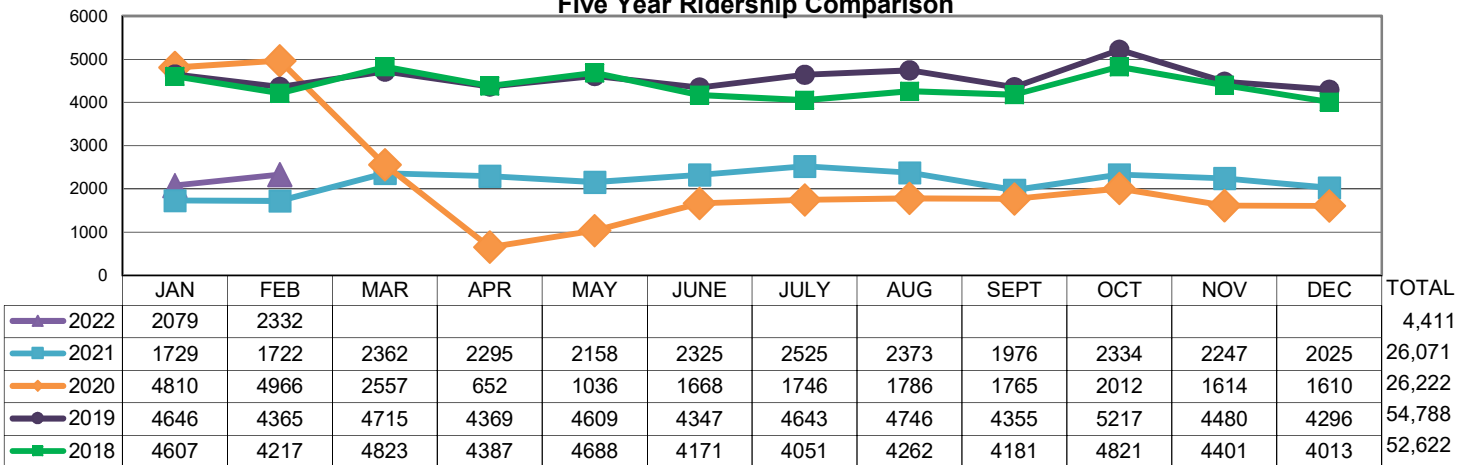
7.0

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
2/1/2022	110	88	22	0	64	24	27.27%	1.75	14	2
2/2/2022	99	87	12	0	69	18	20.69%	1.82	13	2
2/3/2022	120	99	21	0	71	28	28.28%	2.12	14	2
2/4/2022	82	70	12	0	51	19	27.14%	1.70	10	2
2/5/2022	57	48	9	0	35	13	27.08%	1.93	3	1
2/7/2022	90	78	12	0	63	15	19.23%	2.00	6	1
2/8/2022	110	91	19	0	66	25	27.47%	1.98	6	4
2/9/2022	116	96	20	0	77	19	19.79%	1.95	14	4
2/10/2022	100	85	15	0	60	25	29.41%	1.94	11	3
2/11/2022	110	82	23	5	59	23	28.05%	2.25	10	0
2/12/2022	40	32	8	0	27	5	15.63%	2.03	7	1
2/14/2022	95	78	17	0	59	19	24.36%	2.16	7	0
2/15/2022	131	119	12	0	81	38	31.93%	1.95	12	2
2/16/2022	108	95	12	1	76	19	20.00%	2.04	5	0
2/17/2022	124	103	21	0	67	36	34.95%	2.20	5	1
2/18/2022	85	69	16	0	48	21	30.43%	1.85	8	1
2/19/2022	75	52	21	2	42	10	19.23%	2.65	4	0
2/21/2022	61	55	6	0	43	12	21.82%	1.56	14	0
2/22/2022	133	112	21	0	85	27	24.11%	2.26	9	3
2/23/2022	113	96	17	0	76	20	20.83%	1.95	11	2
2/24/2022	101	86	15	0	68	18	20.93%	1.86	29	0
2/25/2022	119	88	31	0	56	32	36.36%	2.17	10	2
2/26/2022	71	53	18	0	43	10	18.87%	2.09	13	1
2/28/2022	82	72	10	0	62	10	13.89%	1.59	14	0
	2332	1934	390	8	1448	486	24.49%	1.98	249	34

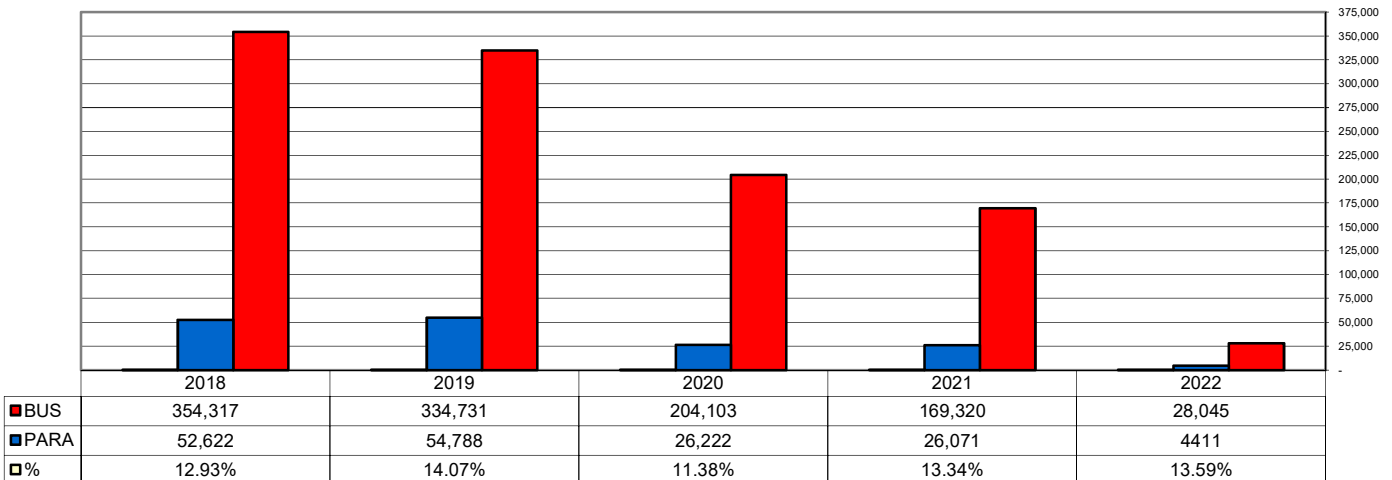
RiverCities Transit Fixed Route Five Year Ridership Comparison

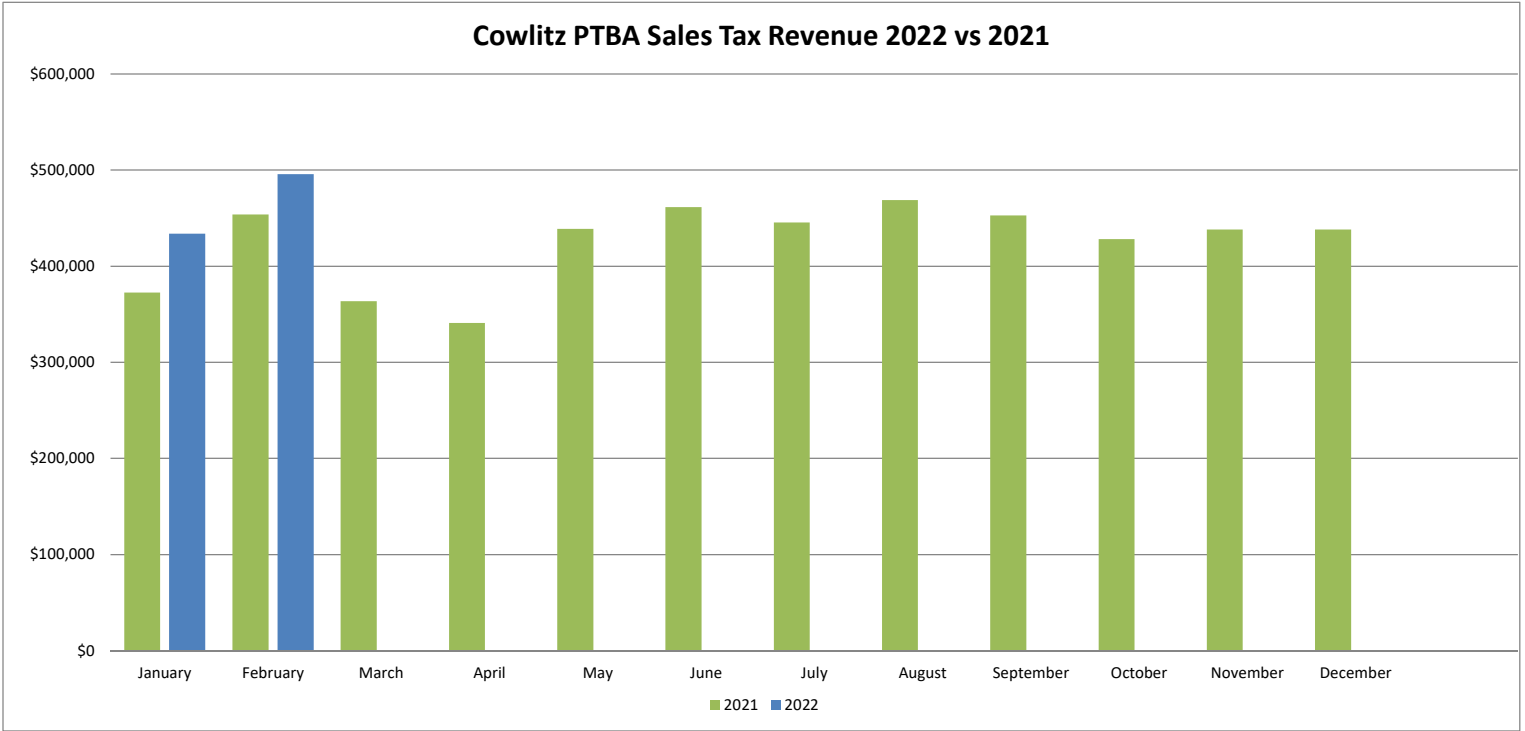
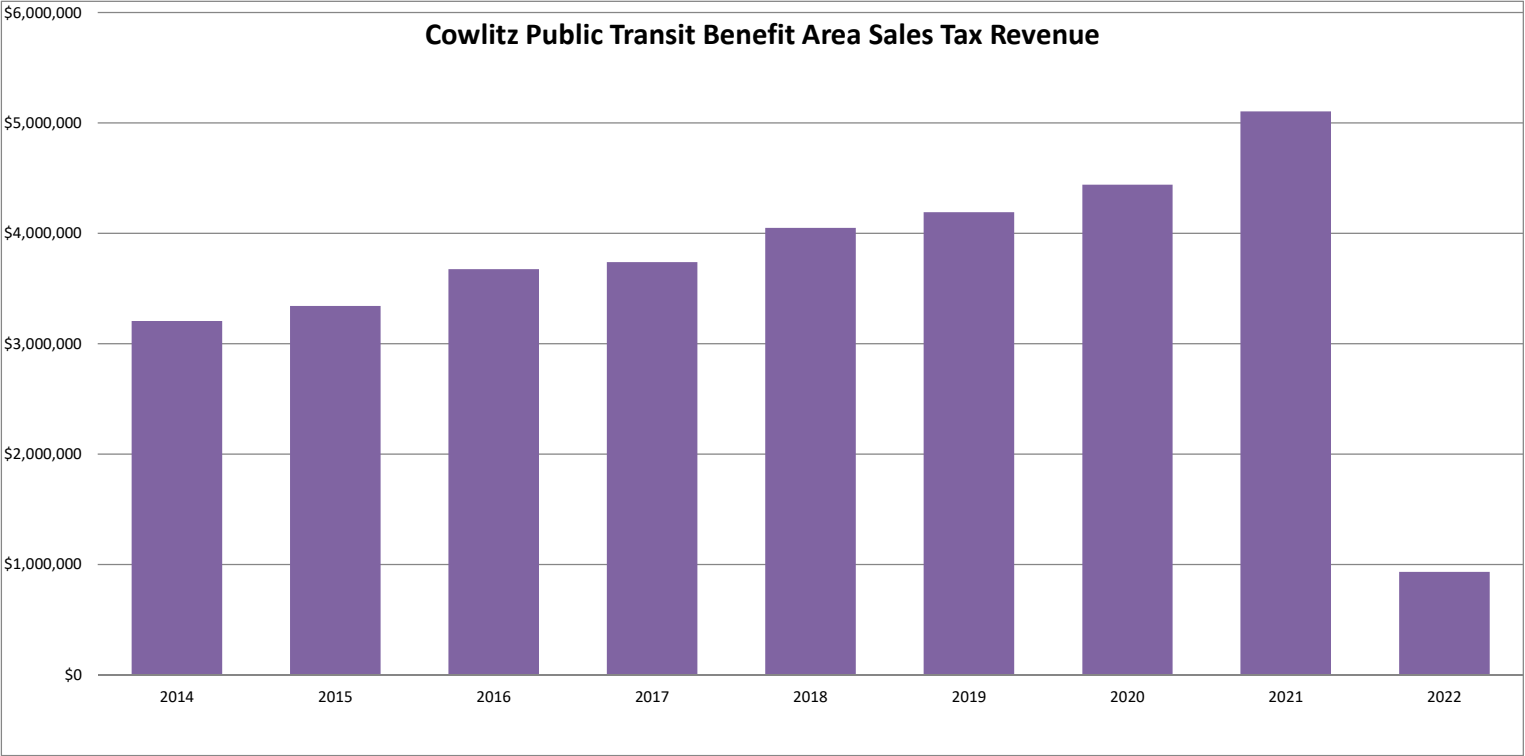


RiverCities Transit Paratransit Five Year Ridership Comparison



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 has used the legal services of Attorney Frank Randolph since 2019, and has specifically contracted with Randolph Law Firm since 2020. The term of the current agreement ends on April 30, 2022.

At the CTA Board Meeting on February 9, 2022, staff sought guidance from the Board as Mr. Randolph was interested in continuing to provide legal services, but he cannot attend the regular meetings due to a conflict. The Board approved seeking a new agreement with Randolph Law Firm for legal services on an as-needed basis.

A draft contract for legal services with Frank Randolph of the Randolph Law Firm is attached. The contract is for services until April 30, 2024, at a rate of \$210.00 per hour.

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, d.b.a. Randolph Law Firm**, licensed attorney in the State of Washington (“Attorney”).

RECITALS.

The Client desires to continue 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 \$210 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
(confidential).

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.

8. **Term of Agreement.** This Agreement commences May 1, 2022 and shall extend to April 30, 2024.

a. 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.

b. 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 \$2,000,000.

The Attorney shall also secure and maintain general liability and automobile liability insurance, each with limits not less than \$300,000 per occurrence and \$500,000 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 _____ 2022.

ATTORNEY

COWLITZ TRANSIT AUTHORITY

FRANK F. RANDOLPH
d.b.a. Randolph Law Firm

Board Chairman



Cowlitz Transit Authority

Agenda Summary

AMENDMENT TO RESOLUTION 2017-03 EXHIBIT A

SUMMARY STATEMENT:

In August of 2017, the Cowlitz Transit Authority (CTA) approved Resolution No. 2017-03, authorizing individuals in the following identified positions to approve and submit claims for payment:

RiverCities Transit/City of Longview Transit Manager
City of Longview Public Works Director
Cowlitz Transit Authority Board Chair
Cowlitz Transit Authority Board Vice Chair

This resolution was adopted because, although the CTA is scheduled to meet monthly, from time to time, board meetings are canceled or a lack of a quorum of board members prevents the meetings from being held. These canceled meetings delay payment to contractors, vendors, agencies, and individuals who have provided goods and services to the CTA. To avoid delaying claims payments, the board designated certain individuals as authorized to approve and submit claims for payment to the Cowlitz County Auditor and Treasurer. Claims must be signed by any two of the individuals occupying the positions identified above, and claims must be ratified and approved by the CTA board at its next regularly scheduled meeting.

Exhibit A of Resolution 2017-03 must be amended to include newly elected or appointed individuals serving in the above-identified positions.

A copy of Resolution 2017-03 and the amended Exhibit A is attached.

RECOMMENDED ACTION:

None. The amended Exhibit A will be sent to necessary parties for signature and sent to the County for their records.

**COWLITZ TRANSIT AUTHORITY
RESOLUTION NO. 2017 – 03**

EXHIBIT A – AMENDED 2022

AUTHORIZED SIGNATURES FOR CLAIMS PAYMENT

In accordance with Cowlitz Transit Authority Resolution No. 2017 – 03, the following elected or appointed individuals are authorized to authenticate, certify, and submit claims chargeable against the Cowlitz Transit Authority until such time as this Exhibit A is updated and replaced to include newly elected or appointed individuals, or cancelled by Cowlitz Transit Authority resolution.

<u>Name/Position</u>	<u>Authorized Signature</u>
1. Dennis P. Weber, Chair	_____
2. Mike Wallin, Vice Chair	_____
3. James Seeks, Transit Manager	_____
4. Kenneth Hash, Public Works Director	_____

Dated: _____	_____ Chair, Cowlitz Transit Authority
--------------	---

ATTEST:

Elizabeth Halili, Clerk of the Board