

Resolution No.2347

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE COWLITZ TRANSIT AUTHORITY TO PROVIDE REGIONAL PUBLIC TRANSPORTATION SERVICE

WHEREAS, in 1987, the Cowlitz Public Transportation Benefit Area (PTBA) was formed encompassing the cities of Longview and Kelso, and voters approved a sales tax to provide funding for the PTBA; and

WHEREAS, the Cowlitz Transit Authority is the governing board for the PTBA; and

WHEREAS, since 1987, the Cowlitz Transit Authority has contracted with the City of Longview to provide regional public transportation service on behalf of the PTBA, such service currently doing business as RiverCities Transit; and

WHEREAS, the current interlocal agreement to provide public transportation service was entered into on December 20, 2012 and effective January 1, 2013, was renewed in 2016, and expires on December 31, 2020; and

WHEREAS, both the City of Longview and Cowlitz Transit Authority desire to continue contracting to provide regional public transportation service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. The City Manager is authorized to execute the agreement with Cowlitz Transit Authority for regional public transportation service, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this 20 day of December, 2020.



Mayor

ATTEST:

INTERLOCAL AGREEMENT
FOR PUBLIC TRANSPORTATION SERVICES

THIS AGREEMENT is entered into by and between the CITY OF LONGVIEW, a municipal corporation, and the COWLITZ PUBLIC TRANSPORTATION BENEFIT AREA, a public transportation benefit area created pursuant to RCW Chapter 36.57A.

WITNESSETH:

WHEREAS, the City of Longview, Washington, is a municipal corporation, and is authorized by RCW 39.34 to enter into an interlocal agreement to provide public transportation services; and

WHEREAS, the Cowlitz Public Transportation Benefit Area (PTBA) is a public transportation benefit area in Cowlitz County, Washington, organized and existing pursuant to RCW 36.57A, and is authorized by RCW 36.57A.080 to enter into an agreement with the City of Longview to provide public transportation services within the area of the PTBA; and

WHEREAS, the Cowlitz Public Transportation Benefit Area is governed by the Cowlitz Transit Authority board, which name may be used interchangeably with the PTBA and have the same meaning in this agreement; and

WHEREAS, the City of Longview maintains and operates a system of public transportation including vehicles, vehicle parts and equipment, storage facilities, repair and maintenance facilities, and employs personnel trained and skilled in the operation and management of public transportation vehicles and systems; and

WHEREAS, it is the desire of the City of Longview and the Cowlitz Transit Authority to enter into an interlocal agreement whereby the City of Longview will operate, maintain, and in all related ways, provide a public transportation system within the area of the PTBA for and on behalf of the Cowlitz Transit Authority, all at the cost and expense of the Cowlitz Transit Authority; and

WHEREAS, it is agreed by the City of Longview and the Cowlitz Transit Authority, that the Treasurer of Cowlitz County, Washington, will act as treasurer of the Cowlitz Public Transportation Benefit Area in accordance with the provisions of RCW 36.57A.130.

NOW, THEREFORE, it is hereby agreed, by and between the City of Longview and the Cowlitz Transit Authority as follows:

1. The City of Longview shall provide public transportation services within the area of the PTBA and as otherwise directed by the Cowlitz Transit Authority, in accordance with the Transit Development Plan of the Cowlitz Transit Authority including, but without limitation, the providing of vehicles, vehicle maintenance, vehicle operation, public liability and property damage insurance,

supervision, and all labor and services in connection therewith, all in accordance with said Transit Development Plan and in accordance with public transportation schedules as determined by the Cowlitz Transit Authority, all in compliance with Federal Transit Administration (FTA) and state of Washington regulations. Nothing in this Agreement shall preclude the City of Longview from subcontracting with other parties to provide some or all of the required public transportation services.

2. 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 budget of the City; and the provisions of said 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 approved by the City Council of the City of Longview as part of the budget of said City.

3. The Cowlitz Transit Authority shall pay to the City, not less often than quarterly, in advance, for the services to be rendered pursuant to this agreement.

4. It is agreed that the Treasurer of Cowlitz County, Washington, shall be the treasurer of the Cowlitz Transit Authority, pursuant to RCW 36.57A.130, and said treasurer shall possess all of the powers, responsibilities and duties necessary and incidental thereto relating to the crediting and maintaining of funds, issuing of warrants, checks and drafts, and maintaining a record of receipts and disbursements. The treasurer shall establish a "transportation fund" into which all Cowlitz Transit Authority funds shall be deposited, under the same restrictions, contracts, and security as provided for county depositories, and said treasurer shall maintain such additional special accounts as may be created by the Cowlitz Transit Authority, into which shall be placed all money as the Cowlitz Transit Authority may, by resolution, direct.

All disbursements from the "transportation fund" of the Cowlitz Transit Authority, as maintained by the Treasurer of Cowlitz County, Washington, shall be made upon properly presented monthly vouchers, which shall be approved for payment by the Cowlitz Transit Authority prior to their payment.

5. The Cowlitz Transit Authority shall be the owner of real and personal property (assets) acquired by the City of Longview for public transportation purposes provided the Cowlitz Transit Authority has reimbursed the City for the acquisition costs for such property, except as follows:

- a. All assets purchased by the City of Longview using federal funds as the FTA's designated grant recipient, shall be owned by the City of Longview.
- b. All assets purchased by the City of Longview using state of Washington or other funding sources, shall be owned by the City of Longview unless otherwise required as a condition of the funding source.
- c. In the event of termination of this agreement by either party, all City of Longview assets acquired for public transportation purposes using federal, state, or Cowlitz Transit Authority funding, excluding such assets constructed on City of Longview City Shop property, will be transferred to the Cowlitz Transit Authority or their contracted provider of public transportation services, provided the Cowlitz Transit Authority or their contracted service provider are or become a designated grant recipient or sub-recipient meeting the requirements of the FTA and other funding sources. In the event the Cowlitz Transit Authority or their contracted service provider does not become designated grant recipients or sub-recipients, the City of Longview, as the designated grant recipient at the time of acquisition of the assets, is obligated to continue providing public transportation services and shall retain its ownership of public transportation assets. After termination of this agreement, should the City of Longview discontinue providing public transportation services and the Cowlitz Transit Authority has not secured designated grant recipient or sub-recipient status for itself or its contractor, the Cowlitz Transit Authority shall reimburse the City of Longview all costs required by the FTA or other funding sources to be reimbursed.

- d. In the event of termination of this agreement by either party, assets constructed on City of Longview City Shop property (including but not limited to 254 Oregon Way, 304 Oregon Way, 1426 Alabama Street, and 1451 Alabama Street) shall remain or be transferred to City of Longview ownership, and the Cowlitz Transit Authority shall reimburse the City of Longview all costs required by the FTA or other funding sources to be reimbursed, in the event such assets are no longer used to provide public transportation services.
- e. In the event of dissolution of the PTBA, all City of Longview assets acquired for public transportation purposes using federal, state, or Cowlitz Transit Authority funding, shall remain the property of the City of Longview, and all remaining assets and funds of the PTBA shall be transferred to the City of Longview for the purposes of providing public transportation services or paying liabilities incurred as the grant recipient.

The provisions of this section shall survive termination of this agreement.

6. The City of Longview, in its operation of the aforesaid public transportation system, shall collect such fares as shall be determined by the Cowlitz Transit Authority, and the amount so collected by the City of Longview shall be retained by the City of Longview and an accounting thereof shall be available to the Cowlitz Transit Authority and to the Treasurer of Cowlitz County, Washington, at all times. The amount of such fares shall be offset against any amounts payable to the City of Longview by the Cowlitz Transit Authority pursuant to this agreement.

7. The services of the City of Longview pursuant to this agreement shall commence January 1, 2021 and shall continue until midnight, December 31, 2024,

unless sooner terminated as herein provided, or unless extended beyond December 31, 2024, by the mutual agreement of the parties hereto. In the event of the termination of this agreement at any time, and for any reason, the property of the City of Longview and the property of the Cowlitz Transit Authority shall be determined and set forth as provided in Section 5, above.

8. This agreement may be terminated, without cause, by either of the parties hereto upon the giving of not less than one year advance notice to the other, in writing. The Parties shall be reimbursed for the costs of services provided through the date of termination of this Agreement.

9. If for any cause, any party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if a Party violates the terms and conditions of this Agreement, then the aggrieved Party will give the other party written notice of such failure or violation. The responsible Party will be given the opportunity to correct the failure or violation. If the failure or violation is not corrected within thirty (30) working days of the notice, then the Party giving the notice may terminate the Agreement as provided for in Section 8, above, and may take other actions it deems appropriate and prudent to ensure the other Party fulfills its obligations.

10. The routes to be traveled by the public transportation services pursuant to this agreement, the fares to be charged, and the times of operation, shall be as determined by the Cowlitz Transit Authority. In the event that work, services,

parts, materials or supplies, or any other costs necessary or incidental thereto and agreed to or directed by the Cowlitz Transit Authority, should exceed the amount budgeted by the City of Longview, such excess shall be promptly paid by the Cowlitz Transit Authority to the City of Longview upon the presentation of a voucher, approved by the Cowlitz Transit Authority.

11. This Interlocal Agreement is executed by the parties hereto pursuant to the powers granted to them in RCW Chapters 39.34 and 36.57A, and a copy hereof shall be filed with the Cowlitz County Auditor.

12. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision. Any waiver of any term or condition of this Agreement must be in writing signed by a person with authority to make such waiver.

13. Neither Party shall transfer or assign, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of the other.

14. It is mutually agreed by the Parties that this Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit shall be Cowlitz County.

15. This Agreement constitutes the entire, final, complete and exclusive statement of the terms of the Agreement between the Parties on the subject matter of

this Agreement, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties.

16. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of the Agreement.

IN WITNESS WHEREOF, this agreement has been executed on the date and day indicated below with reference to each of the parties hereto.

DATED this 18th day of November, 2020.

City of Longview

by: Kurt Sacha
Kurt Sacha, City Manager

Approved as to Form:

James McNamara
James McNamara, City Attorney

ATTEST:

Kaylee Cody
City Clerk

Cowlitz Transit Authority

by: Dennis Weber
Dennis Weber, Chair

Approved as to Form:

Frank Randolph
Frank Randolph, Legal Counsel
Cowlitz Transit Authority

ATTEST:

[Signature]
CTA Board Clerk