

Jefferson Transit Authority Board

Meeting Minutes

Tuesday, February 18, 2003

1:15 p.m.

First Federal Bank, Port Townsend

CALL TO ORDER

The meeting was called to order by Chair Catharine Robinson at 1:16 p.m. Other members present were Wendi Wrinkle, Dan Titterness and Glen Huntingford and Freida Fenn.

CAC PRESENT

Brenda McMillan

STAFF PRESENT

Dave Turissini, Melanie Bozak, Curtis Stacey, Susie Michels, Rachel Katz

OTHERS PRESENT

Luke Bagues, Peninsula Daily News

NEW AGENDA ITEMS

none

PUBLIC COMMENTS

The meeting was opened to public comments at 1:17 p.m.

McMillan requested that the board be more courteous to each other and not interrupt one another. Public comments were closed at 1:17.

CONSENT AGENDA

- a. Approval of Minutes, January 21, 2003
- b. Approval of Expenses, January 2003
- c. Authorize Board Chair To Sign Amendment To Interlocal Agreement with WSTIP

Titterness moved to approve the consent agenda with the exception of item c, which would be moved to the next order of business. The motion was seconded and carried.

Authorize Board Chair To Sign Amendment To Interlocal Agreement with WSTIP

Bozak acknowledged that inconsistent language between the staff report and the Interlocal Agreement was an error on her part. The language in question regarded changes to the article that deals with amending the Interlocal Agreement. The correct majority in the amended language is a three-fourths affirmative vote rather than a two-thirds majority in favor. Fenn moved to Authorize the Board Chair To Sign Amendment To Interlocal Agreement with WSTIP. Wrinkle seconded, the motion carried.

STAFF REPORT

a. Performance Report

Turissini reviewed ridership for January 2003. He also commented that segments of the Dial-A-Ride service are reaching record numbers.

b. Port Townsend Visitors Center RFP

Turissini reported that the Chamber of Commerce had received planning assistance for a plan design for moving the Visitors Center to the Haines Place Park & Ride. CTAA put out an RFP for planning consultants and the proposals have been reviewed by staff both at Jefferson Transit and Chamber of Commerce. The opinion was the same overall that the best contractor was LSC Transportation Consultants.

Discussion: Representation on the steering committee and community involvement in the "on-site planning charette". A suggestion was made to have a representative from the Citizens Advisory Committee on the steering committee.

c. Vehicle Purchases

Turissini reported that various conditions related to increased volume on Dial-A-Ride routes necessitated the purchase of 3 additional vehicles which include 1 new minivan and two used paratransit vehicles, which are in excellent condition and only cost \$3,000 apiece.

Curtis commented that there are increasing Dial-A-Ride rides to and from Port Ludlow, and that it is having an impact on the service overall by reducing productivity. Discussion: Examining alternatives to current paradigm to be able to maintain and even improve on current level of service at optimum level of productivity.

OLD BUSINESS

a. Comprehensive Planning - Timeline

Turissini explained the timeline for planning elements in 2003. Fenn addressed facilities issues – recommended breaking that element down into more specific parts. The need to have a completed report on the Visitors Center project before any substantive decisions can be made about Jefferson Transit's new facility. Dave reported that our request for federal earmark has been pared down to \$1,000,000 from the original \$2,000,000. While the review process is not yet complete, it still looks quite favorable. If all goes well, we could start the planning aspect of the project in the summer.

NEW BUSINESS

a. Resolution 03-02: Establishing a Formal Bus Advertising Policy

Turissini reviewed the situation concerning the Port Townsend Peace Movement's request to run an anti-war ad on the bus exteriors and the results of checking into the legality of it in terms of the Hatch Act and 1st Amendment rights. Legal opinion indicated that the advertising was not in violation of either.

Section 3. Amendment to amendment provision. Article 19 regarding amendments is hereby amended to be as follows:

- a. The governing boards of member Transit Systems may adopt amendments to this agreement.
- b. No amendment shall be adopted without at least three-fourths affirmative vote of all governing boards.

Section 4. Effective Date. This amendment shall be effective when approved by all of the governing boards of all member Transit Systems.

Subscribed this 18th day of February, 2002.

Jefferson Transit Authority
Member Transit System

By Catharine Robison

Its Authority Board Chair

Attest:

By Rachel Katz

Its Clerk of the Authority Board

Approved as to form:

By _____

Its _____

Amendment to Interlocal Agreement

Creating the Washington State Transit Insurance Pool

Whereas, the member transit systems identified below (hereinafter "Member Systems") have entered into an interlocal agreement to create the Washington State Transit Insurance Pool (hereinafter "Pool"); and

Whereas, the Member Systems of the Pool are:

- a. Ben Franklin Transit;
- b. Chelan/Douglas Transportation Benefit Area Authority d/b/a Link Transit;
- c. Clallam Transit System;
- d. Grant Transit Authority;
- e. Grays Harbor Transportation Authority;
- f. Intercity Transit;
- g. Island County Public Transit Benefit Area d/b/a Island Transit;
- h. Jefferson Transit Authority;
- i. Kitsap County Public Transportation Benefit Area d/b/a Kitsap Transit;
- j. Lewis Public Transportation Benefit Area d/b/a Twin Transit;
- k. Mason County Transportation Authority;
- l. Pacific County Public Transportation Benefit Area d/b/a Pacific Transit System;
- m. Skagit Transit;
- n. Snohomish County Public Transportation Benefit Area d/b/a Community Transit; and
- o. Whatcom Transportation Authority; and

Whereas, the Member Systems desire to amend the interlocal agreement in certain respects;

Now, therefore, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Amendment to definitions. The definition of "insurance" in Article 1(d) is hereby amended to be as follows:

(d) "Insurance" shall mean property and liability coverage through a group funded self-insurance program, commercial insurance, and/or participation in a captive insurance program.

Liability insurance shall include coverage for claims arising from the negligent or other tortious conduct of the member Transit Systems, their officers, employees, or agents, or any error or omission on the part of the member Transit Systems, their officers, employees or agents, as a result of which a claim may be made against a member Transit System.

Section 2. Amendment to self-insurance provision. The self-insurance provision in Article 13(a) is hereby amended to be as follows:

a. Self-Insurance. The Pool shall provide joint self-insurance coverage for:

(1) Property owned or possessed by its member Transit Systems;

(2) Liability claims arising from the negligent or other tortious conduct of member Transit Systems, their officers, employees or agents, or any error or omission on the part of member Transit Systems, their officers, employees or agents.

The Pool may obtain excess insurance or reinsurance or join in other risk sharing pools. Joint self-insurance coverage shall be subject to exclusions and limitations determined by the Board.

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By Catherine Robinson

Its Authority Board Chair

Attest:

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Its Clerk of the Authority Board

Approved as to form:

By _____

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RESOLUTION AUTHORIZING AMENDMENTS TO THE INTER-LOCAL AGREEMENT
CREATING THE WASHINGTON STATE TRANSIT INSURANCE POOL

RESOLUTION 03-14

WHEREAS, Kitsap Transit has been a member of the Washington State Transit Insurance Pool (WSTIP) since its inception in 1989, and;

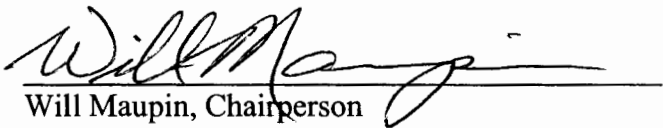
WHEREAS, Kitsap Transit's membership in WSTIP (the "Pool") and the Pool's operation itself is governed by a an Inter-local Agreement between fifteen (15) member systems, and Kitsap Transit is a party to this agreement, and;

WHEREAS, the member systems, including Kitsap Transit, currently constituting WSTIP wish to amend the Inter-local Agreement so that it can be amended by the Pool's Board of Directors with less than unanimous consent, which will improve the functionality of the Pool's decision making process;

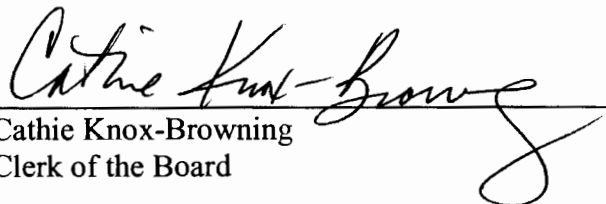
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Kitsap Transit to hereby amend the WSTIP Inter-local Agreement to:

- 1) Delegate from the transit board level to the WSTIP Board of Directors level the authority to amend the Inter-local Agreement as it may deem necessary, and
- 2) Allow the WSTIP Board of Directors to amend the Inter-local Agreement by a minimum of three-fourths (3/4) of the full WSTIP voting Board.

ADOPTED by the Board of Commissioners of Kitsap Transit at a regular meeting thereof, held on the 4th day of March, 2003.


Will Maupin, Chairperson

ATTEST:


Cathie Knox-Browning
Clerk of the Board

Discussion: determination of what is illegal or libelous; whether or not we open ourselves up to possible criticism because a perception of transit involvement. McMillan stated that the policy should not be so open ended, but should be positively stated and establish boundaries at the same time.

Discussion: There was a question about last bullet point of resolution, which reads: “could adversely impact the Authority’s acceptance in the community at large and the enjoyment of the passengers using the Authority’s services”. There was a suggestion to leave it out entirely. There was a suggestion to have legal council to review the draft policy, and the policy should include language about who pays for the ad, e.g. “no material will be acceptable which does not include information about the paying party”.

The Peace Movement still wants to purchase ad space whether or not there is a policy in place at this time. Turissini recommended that the Board permit the Peace Movement to advertise. Titterness moved to permit the Port Townsend Peace Movement to advertise on the bus exteriors. The motion was seconded and carried.

b. Authority Board Composition

Huntingford moved to adopt the staff recommendation to keep the board composition unchanged.

MISCELLANEOUS

Bozak announced that staff plans to purchase a new security system in the next few months, which will be portable to the next location. The purchase was budgeted for this calendar year.

ADJOURNMENT

The meeting was adjourned at 2:15 p.m.

Catharine Robinson, Chair

Date

#8225

FILED
JAN 06 1989

SECRETARY OF STATE
STATE OF WASHINGTON

**INTERLOCAL AGREEMENT CREATING THE
WASHINGTON STATE TRANSIT INSURANCE POOL**

THIS AGREEMENT is made and entered into by and among the several Transit Systems of the State of Washington which are parties signatory to this Agreement (Collectively "Member Transit Systems", and individually "Member Transit System"):

RECITALS

WHEREAS, Chapter 48.62 RCW grants local governmental entities, including Transit Systems, maximum flexibility to enter into agreements with each other to provide joint programs, which include programs of joint purchasing of insurance, joint self-insuring, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services; and

WHEREAS, Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local transit systems; and

WHEREAS, each of the member Transit Systems desires to join together with the other member Transit Systems for the purpose of pooling self-insured losses and jointly purchasing excess insurance and administrative services; and

WHEREAS, it appears economically feasible and practical for the member Transit Systems to do so:

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and agreements contained herein, the member Transit Systems agree as follows:

Article 1

Definitions

The following definitions shall apply to the provisions of this Agreement:

(a) "Pool" shall mean the Washington State Transit Insurance Pool, a Washington Joint purchasing group created by the member Transit Systems.

(b) "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Pool.

(c) "Board of Directors" shall mean the appointed members from each transit system.

(d) "Insurance" shall mean group liability self-insurance through a funded program and a commercial insurance contract. Liability insurance shall include coverage for claims arising from the negligent or other tortious conduct of the member Transit Systems, their officers, employees, or agents, or any error or omission on the part of the member Transit Systems, their officers, employees

Jefferson

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or agents, as a result of which a claim may be made against a member Transit System.

(e) "Excess Insurance" shall mean that insurance purchased on behalf of the Pool over and above the amount of claims to be satisfied directly from the Pool's resources.

(f) "Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Pool.

(g) "Governing Board" shall mean the governmental authority or legislative body empowered to act under the provisions of Title 35, Title 35A, Chapter 36.57 and 36.57a RCW or a charter adopted by any Transit System of the State of Washington.

(h) "Transit system" shall mean a transit system owned and operated by a public agency such as a City, a County, a County Transportation Authority or a Public Transportation Benefit Area. Where a transit system is owned and operated by a city and is not governed by an entity other than a city council, then as used in this agreement the term "governing board" of that city owned and operated transit system shall mean the "city council" of that city, and the term "transit system" shall mean the "city".

Article 2

Purpose

This Agreement is entered into for the purpose of authorizing the creation of the Washington State Transit Insurance Pool, which shall be organized as a joint purchasing group under Chapter 48.62 RCW, to provide to member Transit Systems programs of joint self-insurance, joint purchasing of insurance and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services.

Article 3

Parties to Agreement

Each party to this Agreement certifies that it intends to contract with all parties who are signatories of this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement. Each party also certifies that the cancellation or withdrawal of any party shall not affect this Agreement nor such party's intent to contract pursuant to the terms of this Agreement with the then remaining parties.

Article 4

Duration of Agreement

This Agreement shall become effective when signed by eight member Transit Systems. This Agreement shall have perpetual duration unless terminated as hereinafter provided.

Article 5

Membership Composition

Pool membership shall be limited to the several Transit Systems of the State of Washington and shall not include other local governmental entities. The Board of Directors of the Pool shall provide for the reasonable admission of new member Transit Systems. New members shall pay a reasonable share of the organizational expenses of the Pool and the costs necessary to analyze their loss data and determine their premiums, as determined by the Board of Directors.

Article 6

Nature of Pool

(a) Nature. The Pool shall be a joint purchasing group made up of member Transit Systems. All income and assets of the Pool, including surplus funds, shall be at all times dedicated to the exclusive benefit of its members.

Article 7

Powers of Pool

The Pool shall have the powers and functions to do the following:

- a. All the powers common to Member Transit Systems to implement the terms of this Agreement and to do all acts necessary for the exercise of such common powers, including but not limited to, any and all of the following:
 1. To make and enter contracts;
 2. To incur debts, liabilities or obligations;
 3. To sue and be sued in its own names; and
 4. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by the By-Law.
- b. Power to contract or otherwise provide for risk management and loss control services.
- c. Power to contract or otherwise provide legal counsel for the defense of claims and/or other legal services;
- d. Power to consult with the Washington State Insurance Commissioner and State Office of Risk Management.
- e. Power to jointly purchase insurance coverage in such form and amount as the Board of Directors may determine;
- f. Power to establish a non-profit corporation if such organization is determined to be in the best interest of the Pool by the Board; and

- g. Power to exercise any other powers and perform all other functions reasonably necessary to carry out the purposes of Chapter 48.62 RCW.

Article 8

Organization

(a) Board of Directors. The Pool shall be governed by a Board of Directors ("Board") which shall be composed of one Director from each member Transit System. Directors and Alternate Directors shall be officers or employees of member Transit Systems, and shall be appointed by and serve at the pleasure of the Governing Boards of member Transit Systems. Alternate Directors shall have the same authority to attend, participate in, and vote at any meeting of the Board or a Committee as that member Transit System's Director when such Director is absent from the meeting. Each Director or Alternate Director shall have one vote. Proxy votes from Directors and Alternates not in attendance at a meeting shall not be permitted.

(b) Officers. The Board shall elect officers of the Pool.

(c) Meetings. The Board shall provide for regular meetings and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. Pursuant to RCW 48.62.110, the Board shall provide for private meetings to consider litigation and settlement of claims.

Article 9

Administrator

The Board shall engage an Executive Director, who shall be given general administrative responsibility for Pool activities including risk management, claims handling and administrative services.

Article 10

Pool Responsibilities

The Pool shall perform the following functions in discharging its responsibilities under this Agreement:

- (a) Provide for the management and operation of the Pool;
- (b) Provide for excess liability coverage for the member Transit Systems;
- (c) Establish deductibles and/or limits to any coverage that is provided;
- (d) Provide an annual report and audit of the operation of the Pool to the member Transit Systems, the State Risk Manager, and the State Insurance Commissioner;

(e) The Board shall establish and maintain such funds and accounts as may be required by generally accepted accounting practices, including but not limited to, a fund designated as the 'Operating Fund of Washington Transit Insurance Pool Joint Board'. Such funds may be established with any Member Transit System or a County Treasurer servicing such agency.

(f) The Board shall establish and maintain annual budgets for the operation of the Pool.

(g) The Board shall be authorized to make investments of the Pool funds as may be authorized by the applicable statutes and amendments thereof.

(h) Provide for other services as deemed necessary by the Board in order to carry out the purposes of this Agreement.

Article 11

Member Transit System Responsibilities

Member Transit Systems shall have the following responsibilities:

(a) The Governing Board of each member system shall appoint a Director and at least one Alternate Director to the Board;

(b) Each Transit System shall appoint an employee of the Transit System to be responsible for the risk management function within that Transit System, and to serve as a liaison between the Transit System and the Pool as to risk management;

(c) Each Transit System shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Pool concerning the development and implementation of a loss control policy to prevent unsafe practices;

(d) Each Transit System shall report all losses to the Pool to insure accuracy of the Pool's loss data base;

(e) Each Transit System shall pay its premium and any readjusted amount promptly to the Pool when due. After withdrawal or termination, each Transit System shall pay promptly to the Pool its share of any additional premium and accrued interest;

(f) Each Transit System promptly shall provide the Pool with such other information or assistance as may be necessary for the Pool to carry out its responsibilities under this Agreement; and

Article 12

Financing

(a) Initial Premiums. After the effective date of this Agreement, but prior to the effective date of joint self-insurance, the Board shall adopt fair and reasonable coverages, initial premiums, precise cost allocation plans and formulae, the pro forma financial statement of the Pool and the amounts and types of excess insurance to be procured. The effective date of joint self-insurance shall be determined by the Board.

(b) Subsequent Premiums. Premiums shall be fairly and reasonably adjusted as determined by the Board after considering actuary studies at the end of the first year of operation and annually thereafter.

(c) Premium Payments. Member Transit Systems shall pay their premiums promptly when due, and reasonable interest on overdue payments.

(d) Initial Premium The initial premium for each member transit system shall be determined by the Board in its discretion based upon a fair formula which may consider annual vehicle miles operated by the member transit system and annual passengers carried by the member transit system.

Article 13

Joint Self-Insurance

(a) Self-Insurance. The Pool shall provide joint self-insurance coverage for liability claims arising from the negligent or other tortious conduct of member Transit Systems, their officers, employees or agents, or any error or omission on the part of member Transit Systems, their officers, employees or agents. The Pool may obtain excess insurance or reinsurance or join in other risk sharing pools. Joint self-insurance coverage shall be subject to exclusions and limitations determined by the Board.

(b) Contingent Liabilities and Retroactive Assessments. Pursuant to RCW 48.62.060, each member Transit System shall have contingent liability for the liabilities of the Pool in the event the assets of the Pool are not sufficient to cover its liabilities. Deficits of the Pool shall be financed through fair and reasonable retroactive assessments levied against each member Transit System as determined by the Board. Retroactive assessments shall be added to the annual premiums.

(c) Liability Limitation

It is understood and agreed that in the event a liability obligation exceeds the limit of insurance coverage provided by the pool, such remaining obligation shall be the responsibility of the applicable member transit system and shall not be the responsibility of the pool nor any other pool transit system.

Article 14

Subrogation

In the event the Pool pays any claim on behalf of a member Transit System, the Pool shall be subrogated to the extent of such payment to all the rights of the member Transit System against any person or other entity legally responsible for damages arising under the claim. Member Transit Systems shall render all reasonable assistance, to effect recovery on the subrogated claim.

Article 15

Cancellation and Withdrawal

(a) Cancellation. A member Transit System's participation in this Agreement and the Pool may be canceled at any time by an affirmative vote of three-quarters of the entire Board. The effective date of cancellation shall be six months after the date of Board action. Until the effective date, the canceled member Transit System shall still benefit from the Pool's services.

(b) Withdrawal. No member Transit System may withdraw for thirty-six months after joining the Pool. After the initial thirty-six month period, a member Transit System may withdraw at the end of any Pool fiscal year. However, no member transit system may give notice to withdraw during the first 36 months of the pool. A member must give the Pool 12 months written notice of its intent to withdraw from the Pool. Any member who withdraws will not be allowed to rejoin the pool for a period of 36 months.

(c) Effect of Cancellation and Withdrawal. The cancellation or withdrawal of one or more member Transit Systems shall not terminate this Agreement. No withdrawing or canceled member Transit System shall be entitled to payment or return of any premium contributed to the Pool or to any distribution of assets. Any distribution of equity accounts will be established by the Board

of Directors provided such policies do not jeopardize the financial integrity of the pool.

(d) Unpaid Liabilities. The cancellation or withdrawal of a member Transit System shall not terminate its responsibility to contribute its share of premiums or assessments until all claims and other unpaid liabilities covering the period of its membership have been finally resolved and the Board has determined the final amount of payments due from the withdrawing or canceled member Transit System for the period of its membership.

Article 16

Termination

(a) Initial Period. This Agreement may be terminated any time during its first thirty-six months by the written consent of the Governing Boards of all member Transit Systems. After the first thirty-six months, this Agreement may be terminated by the written consent of the Governing Boards of three-fourths of the member Transit Systems. Upon termination, this Agreement and the Pool shall continue for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Pool.

(b) Distribution of Assets. Upon termination, assets of the Pool shall be distributed to terminating member Transit Systems proportionate to their equity account and premium payments made during the last thirty-six (36) months of the Pool. The Board shall distribute the assets to terminating member Transit Systems within six (6) months after the disposition of the last pending claim or loss covered by the Pool.

(c) Contingent Liabilities. Upon termination, the Board shall wind up and dissolve the business affairs of the Pool. The Board shall determine, and member Transit Systems shall pay, each Transit System's fair share of any additional premium amounts necessary for final disposition of all claims and losses covered by the Pool. A member Transit System's share of such additional premiums shall be determined in the same manner as that provided hereinabove for annual premiums, and shall be treated as if it were the next year's annual premium for that Transit System.

Article 17

Property of Pool

The Pool shall acquire, hold and dispose of real and personal property subject to the policies as established by the Board of Directors.

Article 18

Notices.

Notices to member Transit Systems shall be sufficient if mailed postage prepaid to the Governing Board of the respective member Transit Systems at such addresses as may be given in writing to the Pool.

Article 19

Amendments

This Agreement may be amended at any time by the written approval of the Governing Boards of all member Transit Systems.

Article 20

Prohibition Against Assignment

No Transit System may assign any right, claim or interest it may have under this Agreement. No creditor, assignee or third-party beneficiary of any Transit System shall have any right, claim or title to any part, share, interest, fund, premium or asset of the Pool.

Article 21

Enforcement

The Pool may enforce the terms of this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any present or previous member Transit System, the prevailing party shall receive such sums as the court may fix as reasonable attorneys' fees and costs in the action.

Article 22

Default

If any member Transit System fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Pool has given the member Transit System written notice of such failure, the member Transit System shall be in default hereunder. Upon default, the Pool may immediately cancel the member Transit System's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of the Pool are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

Article 23

No Waivers

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver of the right to demand payment of all other sums owing or a waiver of any other default than or thereafter existing.

Article 24

Severability

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Article 25

Time

Time is of the essence in this Agreement and each and every provision hereof.

Article 26

Headings

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

Article 27

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Article 28

Counterpart Copies

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

Article 29

Agreement Complete

The foregoing constitutes the full and complete agreement of the parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by authorized officials thereof on the dates indicated.

INTERLOCAL AGREEMENT CREATING THE WASHINGTON STATE TRANSIT INSURANCE POOL

Interlocal Agreement creating the Washington State Transit Insurance Pool approved this 23rd day of November, 1988.

Jefferson TRANSIT SYSTEM

Vern Jones Chairman
Vern Jones

By Approval of the Governing Board of
Jefferson Transit System

ACCEPTED BY THE POOL this 15 day of December, 1988.

By: Jeffrey Pata Executive Director
President