



JEFFERSON TRANSIT AUTHORITY BOARD MEETING

Tuesday, February 21, 2012 1:30 p.m.

Mountain View Commons

1925 Blaine Street, Port Townsend, WA

AGENDA

Call to Order/Welcome

Public Comments

New Agenda Items

- I. Finance Reports** Attachments
 - a. January 2012

- II. Consent Agenda** Attachments
 - a. Approval of Minutes, January 17, 2012
 - b. Approval of Expenses, January 2011
 - c. Approve Out of State travel for Desiree Williams and Ben Arnold
 - d. Approve Out of State travel for Lloyd Eisenman and Darryl Finley
 - e. Authorize Board Chair to sign WCIF Interlocal/Trust and Bylaws Amendments

- III. Old Business**

- IV. New Business** Attachments
 - a. **Resolution 12-2: Title VI Plan Update**
 - b. **Resolution 12-3: DBE Plan Update**

- V. Reports**
 - a. General Manager Report
 - b. Operations Manager Report
 - c. Fleet & Facilities Manager Report

- VI. Operating Report-Ridership** Attachments

- VII. Miscellaneous**

- VIII. Executive Session per RCW 42.30.110 (g) (i) for personnel matters**

Adjournment

Individuals requiring reasonable accommodation may request written materials in alternative formats, physical accessibility accommodations or other reasonable accommodation by calling (360) 385-4777 or 1-800-833-6388 (TDD /TTY).



January 2012 Financial Summary

Budget Tracking Figure: 8.33%

1. Operational Expenses:	\$341,565.30
Operational Revenues:	\$20,322.60
Non-Operational Income:	\$314,015.56
Capital Expenses:	\$16,416.89
Capital income:	\$0.00
2. Sales Tax Received 1/31/2012 for November:	\$234,370.59
Sales Tax Received 1/31/2012 for November:	\$158,497.01
Sales tax increased from prior year 48.0%	
3. Cash on Hand as of January 31, 2012:	
Operating:	\$713,193.63
Capital Account:	\$7,336.76
Treasury Pool:	\$307,070.85
Fuel Fund:	\$43,063.20
EFT Fund:	\$92,758.00
Travel Fund:	\$1,197.51
Kitsap Bank	\$10.64
Total	\$1,164,630.59

Jefferson Transit
Sales Tax Current & Prior Year Actual and Budget Variance Analysis
Projection Year 2012

Month Received - Cash Basis (Cash Flow)

Month of Receipt	Tax Rate	2012	2011 Tax	2010 Tax	2012 Budget	2012 Monthly Act to Bud Variance	2011 Cumulative Actual Sales Tax Received	2011 Cumulative Budgeted Sales Tax	2011 Cumulative Actual to Budget Variance
January	0.60%	\$234,370.59	\$158,497.64	237,202.39	216,000.00	8.50%	\$234,370.59	216,000.00	7.84%
February	0.60%		\$221,922.91	140,635.54	355,500.00	0.00%	\$0.00	571,500.00	
March	0.60%		\$152,221.21	146,047.89	228,172.55	0.00%	\$0.00	799,672.55	
April	0.60%		\$150,424.11	193,190.62	225,636.17	0.00%	\$0.00	1,025,308.72	
May	0.60%		\$191,817.93	154,076.61	287,726.90	0.00%	\$0.00	1,313,035.62	
June	0.60%		\$172,294.86	157,223.48	258,374.91	0.00%	\$0.00	1,571,410.53	
July	0.60%		\$191,845.36	202,548.76	287,765.04	0.00%	\$0.00	1,859,175.57	
August	0.60%		\$203,110.70	190,292.86	304,666.05	0.00%	\$0.00	2,163,841.62	
September	0.90%		\$285,132.17	178,731.22	285,132.17	0.00%	\$0.00	2,448,973.79	
October	0.90%		\$305,799.23	178,731.22	305,799.23	0.00%	\$0.00	2,754,773.02	
November	0.90%		\$300,142.06	221,741.13	339,000.00	0.00%	\$0.00	3,093,773.02	
December	0.90%		\$239,629.36	166,953.12	256,500.00	0.00%	\$0.00	3,350,273.02	
Total		234,370.59	2,572,837.54	2,167,374.84	3,350,273.02	0.00%			
Monthly Average		234,370.59	214,403.13	180,614.57	279,189.42				

Month Earned - Accrual Basis (Income Statement)

Month Recognized	Tax Rate	2012	2011 Tax	2010 Tax	2012 Budget	2012 Actual to Budgeted Variance	2011 Cumulative Actual Sales Tax Received	2011 Cumulative Budgeted Sales Tax	2011 Cumulative Actual to Budget Variance
January	0.60%		152,221.21	140,635.54	228,173.00	0.00%	\$0.00	228,173.00	
February	0.60%		150,424.11	146,047.89	225,636.00	0.00%	\$0.00	453,809.00	
March	0.60%		191,817.93	193,190.62	287,727.00	0.00%	\$0.00	741,536.00	
April	0.60%		172,294.86	154,076.61	258,375.00	0.00%	\$0.00	999,911.00	
May	0.60%		157,223.48	157,223.48	287,768.00	0.00%	\$0.00	1,287,679.00	
June	0.60%		202,548.76	202,548.76	304,666.00	0.00%	\$0.00	1,592,345.00	
July	0.90%		190,292.86	190,292.86	285,132.00	0.00%	\$0.00	1,877,477.00	
August	0.90%		178,731.22	178,731.22	305,799.00	0.00%	\$0.00	2,183,276.00	
September	0.90%		221,741.13	221,741.13	339,000.00	0.00%	\$0.00	2,522,276.00	
October	0.90%		166,953.12	239,629.36	256,500.00	0.00%	\$0.00	2,778,776.00	
November	0.90%		0.00	158,497.64	216,000.00	0.00%	\$0.00	2,994,776.00	
December	0.90%		0.00	221,922.91	355,500.00	0.00%	\$0.00	3,350,276.00	
Total		0.00	1,784,248.68	2,204,538.02	3,350,276.00	0.00%			
Monthly Average		0.00	178,424.87	183,711.50	279,189.67				

Jefferson Transit
Sales Tax Current & Prior Year Actual and Budget Variance Analysis
Projection Year 2011

Month Received - Cash Basis (Cash Flow)

Month of Receipt	Tax Rate	2011	2010 Tax	2009 Tax	2011 Budget	2011 Monthly Act to Bud Variance	2011 Cumulative Actual Sales Tax Received	2011 Cumulative Budgeted Sales Tax	2011 Cumulative Actual to Budget Variance
January	0.60%	\$158,417.01	144,356.76	160,431.42	144,357.00	9.74%	\$158,417.01	144,357.00	8.88%
February	0.60%	\$221,922.91	237,202.39	235,580.33	237,202.00	(6.44%)	\$380,339.92	381,559.00	-0.32%
March	0.60%	\$152,115.03	140,635.54	183,483.21	141,000.00	7.88%	\$532,454.95	522,559.00	1.86%
April	0.60%	\$150,424.11	146,047.89	157,968.46	146,000.00	3.03%	\$682,879.06	668,559.00	2.10%
May	0.60%	\$191,817.93	193,190.62	189,212.05	193,000.00	(0.61%)	\$874,696.99	861,559.00	1.50%
June	0.60%	\$172,249.94	154,076.61	184,904.11	154,000.00	11.85%	\$1,046,946.93	1,015,559.00	3.00%
July	0.60%	\$191,845.36	157,223.48	170,343.72	157,000.00	22.19%	\$1,238,792.29	1,172,559.00	5.35%
August	0.60%	\$203,110.70	202,548.76	220,407.69	203,000.00	0.05%	\$1,441,902.99	1,375,559.00	4.60%
September	0.90%	\$285,132.17	190,292.86	199,897.06	285,000.00	0.05%	\$1,727,035.16	1,660,559.00	3.85%
October	0.90%	\$305,799.23	178,731.22	183,167.58	288,500.00	13.89%	\$2,032,834.39	1,929,059.00	5.10%
November	0.90%	\$300,142.06	221,741.13	226,716.42	339,000.00	(11.48%)	\$2,332,976.45	2,268,059.00	2.78%
December	0.90%	\$239,629.36	166,953.12	171,279.08	256,500.00	(6.58%)	\$2,572,605.81	2,524,559.00	1.87%
Total		2,572,605.81	2,133,000.38	2,283,391.13	2,524,559.00				
Monthly Average		214,383.82	177,750.03	190,282.59	210,379.92	1.87%			

Month Earned - Accrual Basis (Income Statement)

Month Recognized	Tax Rate	2011	2010 Tax	2009 Tax	2011 Budget	2011 Actual to Budgeted Variance	2011 Cumulative Actual Sales Tax Received	2011 Cumulative Budgeted Sales Tax	2011 Cumulative Actual to Budget Variance
January	0.60%	\$152,115.03	140,635.54	183,483.21	141,000.00	7.88%	\$152,115.03	141,000.00	7.31%
February	0.60%	\$150,424.11	146,047.89	157,968.46	146,000.00	3.03%	\$302,539.14	287,000.00	5.14%
March	0.60%	\$191,817.93	193,190.62	189,212.05	193,000.00	(0.61%)	\$494,357.07	480,000.00	2.90%
April	0.60%	\$172,249.94	154,076.61	184,904.11	154,000.00	11.85%	\$666,607.01	634,000.00	4.89%
May	0.60%	\$191,845.36	157,223.48	170,343.72	157,000.00	22.19%	\$858,452.37	791,000.00	7.86%
June	0.60%	\$203,110.70	202,548.76	220,407.69	203,000.00	0.05%	\$1,061,563.07	994,000.00	6.36%
July	0.90%	\$285,132.17	190,292.86	199,897.06	285,000.00	0.05%	\$1,346,695.24	1,279,000.00	5.03%
August	0.90%	\$305,799.23	178,731.22	183,167.58	288,500.00	13.89%	\$1,652,494.47	1,547,500.00	6.35%
September	0.90%	\$300,142.06	221,741.13	226,716.42	339,000.00	(11.48%)	\$1,952,636.53	1,886,500.00	3.39%
October	0.90%	\$239,629.36	166,953.12	171,279.08	256,500.00	(6.58%)	\$2,192,265.89	2,143,000.00	2.25%
November	0.90%	\$234,370.59	158,497.64	144,356.76	216,000.00	8.50%	\$2,426,636.48	2,359,000.00	2.79%
December	0.90%	\$221,922.91	221,922.91	237,202.39	355,500.00	0.00%	\$0.00	2,714,500.00	
Total		2,426,636.48	2,131,861.78	2,268,938.53	2,714,500.00	0.00%			
Monthly Average		220,603.32	177,655.15	189,078.21	226,208.33	0.00%			

**Jefferson Transit Authority
Statement of Cash Flows
For the Month Ending January 31, 2012**

	<u>January</u>	<u>Year to Date</u>
STATEMENT OF CASH FLOWS		
Operating Cash Provided (Used) by:		
Operating Activities	(\$371,356.92)	(\$371,356.92)
Non-Capital Financing Activities	\$237,411.39	\$237,411.39
Investing Activities	\$128.66	\$128.66
Total Operating Cash Provided (Used)	(\$133,816.87)	(\$133,816.87)
Capital Cash Provided (Used) by:		
Net Increase (Decrease) Cash and Equivalent	(\$133,816.87)	(\$133,816.87)
Cash Balances - Beginning of Period	\$1,266,611.90	\$1,266,611.90
CASH BALANCES - END OF PERIOD	<u>\$1,132,795.03</u>	<u>\$1,132,795.03</u>

**Jefferson Transit Authority
Statement of Income (Loss) - Accrual Basis
For the Month Ending January 31, 2012**

	<u>January</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
STATEMENT OF INCOME/(LOSS)				
Operating Revenues	\$20,322.60	\$20,322.60	\$253,610.00	8.01%
Operating Expenses				
Labor	134,250.57	134,250.57	1,679,277.00	7.99%
Benefits	168,057.90	168,057.90	1,224,420.00	13.73%
Services and User Fees	13,777.03	13,777.03	233,230.00	5.91%
Materials & Supplies	6,917.67	6,917.67	550,770.00	1.26%
Utilities	6,077.11	6,077.11	64,370.00	9.44%
Casualty/Liability Costs	7,060.17	7,060.17	95,956.00	7.36%
Taxes	449.03	449.03	7,255.00	6.19%
Miscellaneous Expenses	4,112.96	4,112.96	74,231.00	5.54%
Leases and Rentals	862.86	862.86	13,453.00	6.41%
Total Operating Expenses	341,565.30	341,565.30	3,942,962.00	8.66%
Operating Income (Loss)	(321,242.70)	(321,242.70)	(3,689,352.00)	8.71%
Non-Operating Revenues				
Non-Transportation Revenue	1,604.64	1,604.64	18,000.00	8.91%
Taxes Levied by Transit	246,543.59	246,543.59	3,350,276.00	7.36%
Local Grants & Contributions	1,250.00	1,250.00	20,000.00	6.25%
State Grants & Contributions	17,684.33	17,684.33	185,397.00	9.54%
Federal Grants & Contributions	46,933.00	46,933.00	489,282.00	9.59%
Total Non-Operating Revenues	314,015.56	314,015.56	4,062,955.00	7.73%
Net Income (Loss) Before Transfers In/(Out)	(7,227.14)	(7,227.14)	373,603.00	(1.93%)
Net Income/(Loss)	(7,227.14)	(7,227.14)	373,603.00	(1.93%)

**Jefferson Transit Authority
Revenue Statement - Accrual Basis
For the Month Ending January 31, 2012**

	<u>January</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING REVENUES				
Passenger Fares for Transit Services				
Fixed Route Fares - East	\$13,992.21	\$13,992.21	\$152,000.00	9.21%
Fixed Route Fares - West - JTOC	401.62	401.62	4,050.00	9.92%
Dial-a-Ride Fares (DAR)	450.05	450.05	12,080.00	3.73%
Vanpools	5,413.72	5,413.72	72,000.00	7.52%
Extended Service			2,700.00	0.00%
Auxiliary Transportation Revenues				
Advertising Services			10,000.00	0.00%
Other Services Revenue	65.00	65.00	780.00	8.33%
Total Operating Revenues	20,322.60	20,322.60	253,610.00	8.01%
NONOPERATING REVENUES				
Nontransportation				
Investment (Interest) Income	128.66	128.66	3,700.00	3.48%
Gain (Loss) on Disposition of Capital Items			3,000.00	0.00%
Public Donations			200.00	0.00%
Other Nontransportation Revenues	1,475.98	1,475.98	11,100.00	13.30%
Taxes Levied Directly by Transit System - Sales & Use Tax	246,543.59	246,543.59	3,350,276.00	7.36%
Local Grants and Contributions				
JTOC	1,250.00	1,250.00	15,000.00	8.33%
WSTIP			2,500.00	0.00%
Miscellaneous			2,500.00	0.00%
State Grants and Contributions				
Rural Mobility Competitive	5,014.33	5,014.33	51,577.00	9.72%
Rural Mobility Transit Formula	8,704.33	8,704.33	40,790.00	21.34%
Special Needs	3,965.67	3,965.67	89,530.00	4.43%
RTAP			3,500.00	0.00%
Federal Grants and Contributions (OPERATING)				
Federal Grants and Contributions - FTA 5311	46,933.00	46,933.00	489,282.00	9.59%
Capital Contributions - Local/State/Federal				
Total Nonoperating Revenues	314,015.56	314,015.56	4,062,955.00	7.73%
TOTAL REVENUES	334,338.16	334,338.16	4,316,565.00	7.75%

Jefferson Transit Authority
Expense Statement
For the Month Ending January 31, 2012

	<u>January</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING EXPENSES				
Labor				
Operators Salaries & Wages - Fixed Route	\$53,646.34	\$53,646.34	\$632,356.00	8.48%
Operators Overtime - Fixed Route	2,461.76	2,461.76	70,262.00	3.50%
Operators Salaries & Wages - Dial-a-Ride (DAR)	11,871.62	11,871.62	127,590.00	9.30%
Operators Overtime - Dial-a-Ride (DAR)	88.21	88.21	8,144.00	1.08%
Other Salaries & Wages	38,276.58	38,276.58	417,029.00	9.18%
Other Overtime	701.75	701.75	26,505.00	2.65%
Administration Salaries	27,204.31	27,204.31	397,391.00	6.85%
Benefits				
FICA	11,502.47	11,502.47	153,404.00	7.50%
Pension Plans (PERS)	10,822.98	10,822.98	125,450.00	8.63%
Medical Plans	71,146.15	71,146.15	410,350.00	17.34%
Dental Plans	7,612.90	7,612.90	42,702.00	17.83%
Unemployment Insurance (UI)	953.51	953.51	75,520.00	1.26%
Workers' Compensation Insurance - Labor & Industries (L&I)	5,158.67	5,158.67	58,982.00	8.75%
Holiday	29,138.84	29,138.84	70,233.00	41.49%
General Leave	26,271.99	26,271.99	227,210.00	11.56%
Other Paid Absence (Court Duty & Bereavement)	697.60	697.60	4,400.00	15.85%
Uniforms, Work Clothing & Tools Allowance	1,904.66	1,904.66	17,409.00	10.94%
Other Benefits (HRA, EAP & Wellness)	2,848.13	2,848.13	38,760.00	7.35%
Service and User Fees				
Vanpool Services and Fees			3,500.00	0.00%
Advertising Fees	1,887.59	1,887.59	13,050.00	14.46%
Professional & Technical Services	2,631.63	2,631.63	102,650.00	2.56%
Temporary Help			6,000.00	0.00%
Contract Maintenance Services (IT Services)	5,014.00	5,014.00	41,480.00	12.09%
Security Services	303.77	303.77	5,500.00	5.52%
Vehicle Technical Services	328.42	328.42	25,500.00	1.29%
Property Maintenance Services	167.00	167.00	10,000.00	1.67%
Software Maintenance Fees			17,150.00	0.00%
Postage & Mail Meter Fees	3,106.62	3,106.62	3,600.00	86.30%
Drug & Alcohol Services	319.00	319.00	4,800.00	6.65%
Other Services & User Fees	19.00	19.00		0.00%
Materials and Supplies Consumed				
Fuel	913.80	913.80	350,000.00	0.26%
Tires	1,028.83	1,028.83	24,500.00	4.20%
Lubrication	597.93	597.93	16,000.00	3.74%
Tools	508.52	508.52	9,000.00	5.65%
Vehicle Maintenance & Repair Parts	785.79	785.79	65,000.00	1.21%
Non-Vehicle Maintenance & Repair Parts	102.17	102.17	5,000.00	2.04%
Vehicle Accessories			1,600.00	0.00%
Park & Ride Materials	116.50	116.50	2,000.00	5.83%
Shop Supplies (Maintenance & Cleaning)	1,628.62	1,628.62	20,000.00	8.14%
Safety & Emergency Supplies			8,300.00	0.00%
Office Supplies	761.06	761.06	13,070.00	5.82%
Computer Programs & Supplies			9,700.00	0.00%
Printing (Photocopier, Schedules & Brochures)	474.45	474.45	21,600.00	2.20%
Other Materials & Supplies			5,000.00	0.00%
Utilities				
Water, Sewer & Solid Garbage	1,075.76	1,075.76	14,000.00	7.68%
Utilities (Electrical & Propane)	2,868.31	2,868.31	16,750.00	17.12%
Telephone & Internet	2,133.04	2,133.04	33,620.00	6.34%
Casualty and Liability Costs				
Premiums for Public Liability & Property Damage Insurance	7,060.17	7,060.17	95,956.00	7.36%
Taxes				
State Taxes	449.03	449.03	4,885.00	9.19%
Property Taxes			20.00	0.00%
Vehicle Licensing & Registration Fees			550.00	0.00%
Other Licensing Fees & Taxes			1,800.00	0.00%

**Jefferson Transit Authority
Expense Statement
For the Month Ending January 31, 2012**

	<u>January</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
Miscellaneous				
Dues & Subscriptions	\$2,919.96	\$2,919.96	\$15,331.00	19.05%
Travel & Meetings	75.00	75.00	21,900.00	0.34%
Safety Program (Rodeo & Safety Rewards)			8,500.00	0.00%
Training (Classes, Seminars & Materials)	424.00	424.00	24,900.00	1.70%
EE CDL and EE Physical Expense	551.00	551.00	3,300.00	16.70%
Other Miscellaneous	143.00	143.00	300.00	47.67%
Interest Expense				
Leases and Rentals				
Transit Way & Passenger Stations			1,080.00	0.00%
Passenger Parking Facilities			1,058.00	0.00%
Other General Administration Facilities	862.86	862.86	11,317.00	7.62%
TOTAL OPERATING EXPENSES	<u>341,565.30</u>	<u>341,565.30</u>	<u>3,942,962.00</u>	<u>8.66%</u>

DRAFT

Jefferson Transit Authority Board

Meeting Minutes

Tuesday, January 17, 2012, 1:30 p.m.

Mountain View Commons

1925 Blaine St., Port Townsend, WA

CALL TO ORDER/WELCOME

The meeting was called to order by Jefferson Transit Authority Board Chair Catharine Robinson at 1:30 p.m. Other members present were Robert Gray, David Sullivan, John Austin, Phil Johnson and Pam Thompson.

STAFF PRESENT

Tammi Rubert, Sara Crouch, Natalie Patten

OTHERS PRESENT

None

Robinson welcomed new Board Member City Councilman Robert Gray.

PUBLIC COMMENT

None

NEW AGENDA ITEMS

None

Robinson noted that there is an Executive Session at the end of the meeting for Personnel Matters under RCW 42.30.110 (g) (i). This meeting will be brief and no action will be taken.

FINANCE REPORT

Crouch presented the December 2011 Financials. The budget tracking figure is at 100%. Operational Expenses for December were \$325,056.38 and operational income was \$18,081.12. Non operational income was at \$202,925.62. Sales tax revenues received in December for October were up 43.5% from the same time last year. Sales tax revenues received in December were \$239,549.02. Cash on hand: \$910,965.61 in the Operating Account, \$11,835.01 in the Capital Account, \$312,070.85 in the Treasury Pool, \$41,016.80 in the Fuel Fund Account, \$16,338.87 in the EFT Fund Account, \$38.26 in the Travel Fund Account and \$10.64 in the Kitsap Bank account.

DRAFT

Crouch stated that the sales tax cash basis is tracking at 1.86% and if the sales tax comes in as budgeted for November and December the accrual basis will probably come in the same way. Cash balances are healthy due to the state draw down. On the Revenue report, there are some negative numbers. This is due to some corrections that were made to the grant funding in December. The Quinault Indian Nation funding, which was accrued for July, August and September, was adjusted in December and the Rural Mobility Competitive was adjusted after the draw down due to the accruals for December. Overall for the year 2011, JTA is under budget by 6.3%. \$3.679 million was spent and \$3.9 has been budgeted for 2012.

Phil Johnson entered the meeting at 1:34pm.

Robinson noted that she had already asked about the financial summary cash-on-hand total not matching the statement of cash flow/cash balance year end numbers and had asked Crouch to put a footnote explaining this. Crouch stated that the statement of cash flows is accrual based, which is different from the financial summary total cash on hand which is based off the bank statement. Crouch stated that there will be a footnote on the cash-on-hand summary to note that the summary will not include any accounts payable/accounts receivable outstanding at months end.

Discussion regarding the drawdown of state funds for the Rural Mobility Competitive Grant and how they are reflected in the revenue statement. Crouch stated that these funds need to last because these are the funds for the next grant cycle.

Robinson asked about the advertising revenue budget and why it came in very under budget. Crouch stated that when the budget was made for 2011, the information regarding revenue for advertising was faulty and was forecasted higher than should have been.

Robinson asked about the Other Overtime on the Expense Statement. Crouch stated that this line item is for Dispatchers and Maintenance staff.

CONSENT AGENDA

- a. **Approval of Minutes, December 20, 2011**
- b. **Approval of Expenses, December 2011**
 - Operating Checks 89689 to 89826 with checks numbered 89694, 89697-89707, 89816 being voided: \$303,074.89 including payroll of \$131,512.40
 - Advance Travel Check: -none
 - Capital Checks: 332 totaling \$9,532.05
 - EFT Checks: 137 totaling \$10,475.41.
- c. **Approval of 2011 "Live" Payroll checks**

Robinson stated that voided check number 89816 was left out of the December 2011 Accounts Payable sheet. Patten will amend the document prior to Robinson signing.

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Gray noted that the minutes were very well written.

Motion by Austin, seconded by Sullivan to approve the consent agenda. The motion passed unanimously.

OLD BUSINESS

None

NEW BUSINESS

a. Authority Board Member Elections

Robinson stated that she has enjoyed her time as Chair of the Authority Board but it is time for a change. Robinson stated that traditionally, the Vice Chair moves up to Chair. Robinson asked Johnson if he was willing to serve. Johnson agreed to be Chair.

Motion by Robinson, seconded by Austin to elect Phil Johnson as Chair for 2012. Motion passed unanimously.

Johnson asked for nominations for Vice Chair. Sullivan nominated Catharine Robinson. Austin seconded. Johnson asked for any other nominations. None were given. Motion passed unanimously. Catharine Robinson was elected

b. Resolution 12-1: Authority Board Meeting Schedule

Patten stated that the Authority Board Meeting Schedule was created using the 3rd Tuesday of every month. There were no holidays in 2012 that coincided with a 3rd Tuesday. This schedule needs to be approved by Resolution so that it can be published for public knowledge. This notice is used by the PT Leader for the government meetings notice.

Motion by Robinson, seconded by Austin to approve Resolution 12-1: Authority Board Meeting Schedule. Motion passed unanimously.

STAFF REPORT-

A. General Managers Report-Rubert

- a. Rubert presented the pamphlet from the Washington State Transit Association guide to the Washington State Legislature.
- b. Rubert again welcomed Councilman Robert Gray and noted that she gave him a notebook of information regarding Jefferson Transit. She invited him to come to Transit for a tour and meet staff.
- c. Mobility Coordinator Ludwig Becker has returned to driving and JTA is currently

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recruiting a new Mobility Coordinator. Leigh Kennel has returned to JTA as the Grants Administrator.

- d. Rubert talked about Governor Gregoire's Transportation Plan. Rubert said she will keep the board updated as the Transportation Plan unfolds.
- e. Rubert noted that Patty Perry, Operations Manager and Ben Arnold, Fleet & Facilities Manager are out in the field with the buses and the snowy weather. She will be going over their reports.
- f. The Paving Project has been completed.
- g. 2012 Emergency Operation Plan has been updated. The Emergency Operations Plan is what is used when you see that JTA is on "snow route" on our website or in the PT Leader.
- h. Washington State Transit Insurance Pool (WSTIP) awarded Jefferson Transit a Risk Management Grant that was used to revitalize the Safety Initiative and Safe Driving Award Program. In December the Safety Banquet was held at the Under Town in Port Townsend. Chris Duvall from WSTIP spoke at the banquet about Transit Safety and awarded JTA with a new training program for JTA's entire staff. Patty Perry and Pam Thompson will be going to training to learn how to put this training into place.
- i. JTA reports no accidents in the month of December.
- j. The JTA run cut committee has decided to continue with the current runs that are in place for the operators and have them re bid shifts.
- k. Ridership for December was 23,096. Total for 2011 was 283,644 which was up 21,391 riders from 2010. The shuttle continues to be successful. Dial A Ride had 8 new applicants in December with 2.60 boarding's per hour.

Discussion regarding the Dial-a-Ride system and combining rides to increase the boarding's per hour. Rubert stated that this was something that the new Mobility Coordinator will focus on.

Gray stated that through his volunteer work at the Visitors Center, Community Center and Senior Meals, he has had a lot of contact with Dial-a-Ride and has always found them to be very courteous and helpful.

MISCELLANEOUS

Robinson noted that February 2012 will be Tammi Rubert's 6th month as General Manager and a review is needed. Discussion regarding having Patten forward a review form to the Board members and have the review during Executive Session at the February 21, 2012 Authority Board meeting. Johnson agreed.

EXECUTIVE SESSION per RCW 42.30.110 (g) (i) for personnel matter. Authority Board went into Executive Session at 2:05pm with General Manager Tammi Rubert. Executive Session ended at 2:26pm with no action being taken.

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ADJOURNMENT

The meeting was adjourned 2:26 p.m. The next Regular Meeting will be held at 1:30 p.m., February 21, 2012.

Natalie Patten, Clerk of the Board

Date



1615 W. Sims Way, Port Townsend, WA 98368

DATE: 2/21/2012

January 2012 Expenses

Approval of Accounts Payable Vouchers/EFT/Advance Travel and Capital Checks

Vouchers 89827 in the amount of \$73,660.03

EFT #5136 through 5145 in the amount of \$9,929.10

Vouchers 89828 through 89864 plus Capital Check #333 in the amount of \$163,762.88

Vouchers 89865 through 89865 in the amount of \$66,551.89

EFT #5146 through 5154 in the amount of \$8,836.00

Vouchers 89866 through 89923 plus Advance Travel #261-264 and Capital Check #334 in the amount of \$95,960.26

Vouchers 89924 in the amount of \$70,267.76

Each Accounts Payable Claim Voucher has been Authorized and Approved for Consent Agenda by the Finance Committee. These claim vouchers which detail specific vouchers are available for viewing upon request.

Natalie Patten

Clerk of the Authority

**Agenda Item 2c.****Meeting Date February 21, 2012****Subject:** Approve Out of State Travel for
Desiree Williams and Ben Arnold**Prepared By:** Natalie Patten**Approved By:** **Summary:**

Desiree Williams, Maintenance Clerk and Ben Arnold, Fleet & Facilities Manager are planning on traveling to the RTA Fleet Management Software Conference in Las Vegas, NV from March 18-March 24, 2012. This conference includes classes, training seminars and hands on training in the RTA Fleet Management Software program that JTA uses for the entire maintenance department.

Recommendation:

Approve Out of State Travel for Desiree Williams and Ben Arnold.

Motion for Consideration:

Move to approve Out of State Travel for Desiree Williams and Ben Arnold.

Fiscal Impact:

Estimated at \$2300

**Agenda Item 2d.****Meeting Date February 21, 2012****Subject:** Approve Out of State Travel for
Lloyd Eisenman and Darryl Finley**Prepared By:** Natalie Patten**Approved By:** **Summary:**

Lloyd Eisenman, Operator is planning on travelling to the American Public Transportation Association (APTA) Roadeo in Long Beach, CA from May 4-8, 2012.

Darryl Finley, Operator is planning on travelling to the National Community Transportation Roadeo in Baltimore, MD from May 18-20, 2012.

Recommendation:

Approve Out of State Travel for Lloyd Eisenman and Darryl Finley

Motion for Consideration:

Move to approve Out of State Travel for Lloyd Eisenman and Darryl Finley

Fiscal Impact:

Estimated at \$2500



Agenda Item 2e.

Meeting Date February 21, 2012

Subject: Authorize Board Chair to sign WCIF Interlocal, Trust and Bylaws Amendments

Prepared By: Natalie Patten

Approved By: *Sammi Ricketts*

Summary:

Jefferson Transit Authority obtains its medical insurance for employees through Washington Counties Insurance Fund/Washington Counties Insurance Pool (WCIF/WCIP).

WCIF/WCIP amended their Bylaws, Underwriting Guidelines, Trust Agreement and Interlocal Agreements to replace their self-insured medical program with the fully-insured medical program offered by Premera Blue-Cross.

With these changes, each Interlocal Agreement between WCIF/WCIP and the participants in the Pool need to have their perspective Board Chair's sign the amended Interlocal Agreement, Trust Agreement and Bylaws.

Recommendation:

Authorize Board Chair Phil Johnson to sign the WCIF/WCIP Interlocal Agreement, Trust and Bylaws.

Motion for Consideration:

Move to authorize Board Chair Phil Johnson to sign the WCIF/WCIP Interlocal Agreement, Trust and Bylaws.

WASHINGTON COUNTIES INSURANCE POOL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and among the counties and local governments organized and existing under the Constitution and laws of the State of Washington which are parties signatory to this Agreement:

RECITALS

WHEREAS, counties and local governments in the State of Washington have experienced a trend of increasing insurance premiums for the renewal of their health and welfare benefit programs; and

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

WHEREAS, Chapter 39.34 RCW permits counties and local governments to make the most efficient use of their powers by enabling them to cooperate with other counties and local governments 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 communities; and

WHEREAS, each of the members desires to join together with the other members for the purpose of funding self-insured health and welfare benefit risks and jointly purchasing insurance, reinsurance, and administrative services; and

WHEREAS, it appears economically feasible and practical for the members to do so;

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

Article 1 Definitions

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

- (a) "Pool" shall mean the Washington Counties Insurance Pool created by this Agreement by the member employers.
- (b) "Health and welfare benefits" shall mean a plan or program established by

counties and local governments for the purpose of providing employees and their dependents with health care (including dental and vision care, and employee assistance programs), accident, disability, death, or salary protection benefits.

(c) "Bylaws" shall mean the Bylaws adopted by the Board of Directors of the Pool and all duly adopted amendments and revisions thereto.

Article 2 Purpose

This Agreement is entered into for the purpose of authorizing the creation of the Washington Counties Insurance Pool, which shall be organized under Chapters 48.62 and 39.34 RCW to provide to member employers health and welfare benefit programs.

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 approved by ten employers. This Agreement shall have perpetual duration unless terminated as hereinafter provided.

Article 5 Membership Composition

Pool membership shall be open to units of local government in the State of Washington. The Board of Directors of the Pool shall provide for the reasonable admission of new members.

Article 6 Nature of Pool

The Pool shall be an association of member employers independent of all other associations of which the employers are members. Pool funds shall be expended only for purposes of the pool consistent with statutes and rules governing the county and local government members of the pool.

Article 7 Powers of Pool

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

- (a) Jointly self-insure or purchase health and welfare benefits insurance or reinsurance in such form and amount as the Board of Directors may determine;
- (b) Contract for administrative and other services;
- (c) Possess any other powers and perform all other functions reasonably necessary to carry out the purposes of Chapter 48.62 RCW.

Article 8 Organization

The affairs of the Pool shall be managed by the Board of Directors ("Board") in Accordance with the Bylaws adopted by the Board. The Board shall meet regularly and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW.

Article 9 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 health and welfare benefit coverages for member employers;
- (c) When the Pool provides comprehensive coverage for health care services, it will include mandated benefits that the state health care authority is required to provide under RCW 41.05.170 and 41.05.180.
- (d) Consider reinsurance coverage for those benefits which the Pool plans to self-insure.
- (e) Establish limits to any coverage that is provided;
- (f) Provide an annual report of the operation of the Pool to member employers; and
- (g) Provide for other services as deemed necessary by the Board in order to carry out the purposes of this Agreement.

Article 10 Member Employer Responsibilities

Member Employers shall have the following responsibilities:

- (a) Each member employer shall appoint an employee to serve as a liaison between the member and the Pool;

- (b) Each member employer shall pay its premiums promptly when due, and reasonable interest on overdue payments;
- (c) Each member employer shall provide the Pool with such information or assistance as may be necessary for the Pool to carry out its responsibilities under this Agreement; and
- (d) Each member employer shall cooperate with and assist the Pool, and any insurer of the Pool, in all matters relating to this Agreement and covered benefits, and shall comply with all Bylaws, rules and regulations adopted by the Pool.

Article 11 Budget and Records

- (a) Budget. The Pool shall establish and maintain annual budgets.
- (b) Audit. The Pool shall establish and maintain such accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ("BARS"). Financial records of the Pool shall be open to inspection at all reasonable times by Directors. The Pool shall be subject to audit by the Washington State Auditor. A complete written report of the financial activities of the Pool, including an annual audit of the accounts and records of the Pool, shall be provided to each Director.

Article 12 Cancellation and Withdrawal

- (a) Cancellation. A member employer'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 for failure to make full and timely premium payments and failure to fulfill the cooperation and other requirements of the insurance agreement. The effective date of cancellation shall be one month after the date of Board action.
- (b) Withdrawal. Member employers may withdraw from the pool at the end of any Pool fiscal year, provided it has given the Pool a six-month written notice of its intent to withdraw.
- (c) Effect of Cancellation and Withdrawal. The cancellation or withdrawal of one or more member employers shall not terminate this Agreement. No withdrawing or canceled member employer shall be entitled to payment or return of any premium, property contributed to the Pool or to any distribution of assets.
- (d) Unpaid Liabilities. The cancellation or withdrawal of a member employer 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 employer for the period of its membership.

Article 13 Termination

(a) Initial Period. This Agreement may be terminated any time during its first thirty-six months by the written consent of the governing bodies of all member employers. After the first thirty-six months, this Agreement may be terminated by the written consent of the governing bodies of three-fourths of the member employers. 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 employers proportionate to their premium payments and property contributions made during the last thirty-six (36) months of the Pool. The Board shall distribute the assets to terminating member employers within six (6) months after the disposition of the last pending claim covered by the Pool.

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

Article 14 Notices

Notices to member employers shall be sufficient if mailed postage prepaid to the governing bodies of the respective member employers at such addresses as may be given in writing to the Pool.

Article 15 Amendments

This Agreement may be amended at any time by the written approval of the governing bodies of sixty percent of all member employers.

Article 16 Prohibition Against Assignment

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

Article 17 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 employer, the prevailing party shall receive such sums as the court may fix as reasonable attorneys' fees and costs in the action.

Article 18 Default

If any member employer 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 employer written notice of such failure, the member employer shall be in default hereunder. Upon default, the Pool may immediately cancel the member employer's membership effectively 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 19 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 then or thereafter existing.

Article 20 Agreement

(a) 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.

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

(c) 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.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

(e) 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.

(f) 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.

**AMENDMENT NO. 1
WASHINGTON COUNTIES INSURANCE POOL
INTERLOCAL AGREEMENT
JANUARY 1, 2006**

The Washington Counties Insurance Pool Interlocal Agreement ("Agreement"), effective December 2000, is amended pursuant to Article 15 to effect certain changes and to ensure consistency with the Washington Counties Insurance Pool's other governing instruments. This Amendment No. 1 is effective January 1, 2006.

Definitions. Article 1 Definitions is replaced in its entirety with the following:

**Article 1
Definitions**

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

Appendix. "Appendix" means each of the appendices to the Agreement. Each Appendix shall be considered a part of the Agreement and may be amended by the Board of Directors of the Pool as provided in the particular appendix. If amendment provisions are not included in a particular appendix, the Board of Directors may amend such appendix at any time and for any reason without the consent of any person, except as otherwise provided by law. As of January 1, 2006, the appendices include the Underwriting Guidelines as Appendix I and the Business Associate Agreement as Appendix II.

Assessment. "Assessment" means the moneys paid by certain Participating Employers to the Pool upon withdrawal from the Pool. The assessment is generally based upon the amount of funds received from the Participating Employer minus the Participating Employer's share of administrative costs (administration plus insurance) and the Claims paid on behalf of the Participating Employer's Pool participants. The Board has the final authority to determine the amount of the assessment.

Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of the Pool.

Business Associate Agreement. "Business Associate Agreement" means the agreement as defined in the Underwriting Guidelines.

Bylaws. "Bylaws" means the bylaws adopted by the Board and all duly adopted amendments and revisions thereto.

Health and Welfare Benefits. "Health and welfare benefits" means a plan or program established by Local Government Entities for the purpose of providing employees and their dependents with health care (including dental and vision care, and employee assistance programs), accident, disability, death, or salary protection benefits.

Local Government Entity. "Local Government Entity" means any unit of local government, both general purpose and special purpose, and includes, but is not limited to, counties, cities, towns, port districts, public utility districts, water-sewer districts, school districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, quasi-municipal corporations and nonprofit corporations as defined in Title 24, Chapters 03 or 06 RCW whose membership is limited solely to the participating public agencies or to partnerships organized pursuant to Title 25, Chapter 04 RCW whose partners are limited solely to participating public agencies.

Participating Employer. "Participating Employer" means a Local Government Entity that is a participant in the Pool.

Pool. "Pool" means the Washington Counties Insurance Pool created by this Agreement.

RCW. "RCW" means the Revised Code of Washington of 2004, as amended.

Underwriting Guidelines. "Underwriting Guidelines" means the underwriting guidelines adopted by the Board of Directors and all duly adopted amendments and revisions thereto.

Duration of Agreement. Article 4 Duration of Agreement is revised by replacing the word "employers" with the phrase "Local Government Entities."

Membership Composition. Article 5 Membership Composition is revised by replacing the phrase "units of local government in the State of Washington" with the phrase "Local Government Entities."

Nature of Pool. Article 6 Nature of Pool is replaced in its entirety with the following:

Article 6 Nature of Pool

The Pool shall be an association of Participating Employers independent of all other associations of which the Participating Employers belong. Pool funds shall be expended only for purposes of the Pool consistent with statutes and rules governing the Participating Employers.

Organization. Article 8 Organization is replaced in its entirety with the following:

Article 8 Organization

The affairs of the Pool shall be managed by the Board in accordance with the Bylaws and Underwriting Guidelines adopted by the Board. The Board shall meet regularly as outlined in the Bylaws and shall be subject to the Open Public Meetings Act, Title 42, Chapter 30 RCW.

Member Employer Responsibilities. Article 10 Member Employer Responsibilities is revised by replacing the phrase “member employer” with the phrase “Participating Employer” each time the phrase “member employer” appears in Article 10, including the caption.

Cancellation and Withdrawal. Article 12 Cancellation and Withdrawal is replaced in its entirety with the following:

Article 12 Cancellation and Withdrawal

Cancellation. A Participating Employer’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 for failure to make full and timely premium payments and failure to fulfill the cooperation and other requirements specified by insurance contracts or other pool governing instruments. The effective date of cancellation shall be one month after the date of Board action.

Withdrawal. Participating Employers may withdraw from the Pool at the end of any Pool fiscal year, provided the Participating Employer has given the Pool a six-month written notice of its intent to withdraw.

Effect of Cancellation and Withdrawal. The cancellation or withdrawal of one or more Participating Employers shall not terminate this Agreement. No withdrawing or canceled Participating Employer shall be entitled to payment or return of any premium, property contributed to the Pool or to any distribution of assets.

Unpaid Liabilities. The cancellation or withdrawal of a Participating Employer shall not terminate its responsibility to contribute its share of premiums or pay an Assessment pursuant to the Underwriting Guidelines. The Board will determine the final amount of payments due from the withdrawing or canceled Participating Employer for the period of its membership.

Termination. Article 13 Termination is revised by replacing the phrase “member employer” with the phrase “Participating Employer” each time the phrase “member employer” appears in Article 13.

Notices. Article 14 Notices is revised by replacing the phrase “member employer” with the phrase “Participating Employer.”

Amendments. Article 15 Amendments is replaced in its entirety with the following:

**Article 15
Amendments**

This Agreement may be amended at any time by the written approval of sixty percent of the Participating Employers.

Prohibition Against Assignment. Article 16 Prohibition Against Assignment is revised by replacing the word “employer” with the phrase “Participating Employer.”

Enforcement. Article 17 Enforcement is revised by replacing the phrase “member employer” with the phrase “Participating Employer” each time the phrase “member employer” appears in Article 17.

Default. Article 18 Default is revised by replacing the phrase “member employer” with the phrase “Participating Employer” each time the phrase “member employer” appears in Article 18.

IN WITNESS WHEREOF, in accordance with Article 15 Amendments, sixty percent of the Participating Employers have caused this Amendment No. 1 to the Agreement to be duly executed by authorized officials thereof on the dates indicated.

.....

**AMENDMENT NO. 2
WASHINGTON COUNTIES INSURANCE POOL
INTERLOCAL AGREEMENT
JANUARY 1, 2012**

The Washington Counties Insurance Pool Interlocal Agreement ("Agreement"), effective December 2000 and amended on January 1, 2006, is amended pursuant to Article 15 to effect certain changes and to ensure consistency with the Washington Counties Insurance Pool's other governing instruments. This Amendment No. 2 is effective January 1, 2012.

Article 12

Cancellation and Withdrawal

- (b) Withdrawal. Participating Employers may withdraw from the Pool at the end of any Pool fiscal year, provided the Participating Employer has given the Pool a six-month written notice of its intent to withdraw. This provision applies only to medical coverage provided by the Pool. For all other lines of coverage a 30 day notice of withdrawal is required.

IN WITNESS WHEREOF, in accordance with Article 15 Amendments, sixty percent of the Participating Employers have caused this Amendment No. 2 to the Agreement to be duly executed by authorized officials thereof on the dates indicated.

.....

**WASHINGTON COUNTIES INSURANCE POOL
INTERLOCAL AGREEMENT
to include Amendments No. 1 and No. 2**

Washington Counties Insurance Pool Interlocal Agreement approved this _____ day of _____, _____.

Participating Employer Name

Chair of Board (if applicable)

Other Participating Employer Representative

Other Participating Employer Representative

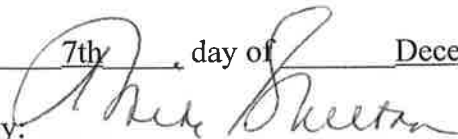
Constituting the Board governing

Participating Employer Name
_____, Washington

Attest:

Clerk or Secretary

ACCEPTED BY THE POOL this

7th day of December, 2011.
By: 
Washington Counties Insurance Executive Director

**WASHINGTON COUNTIES INSURANCE FUND
TRUST AGREEMENT AND BYLAWS
January 1, 2012**

THE WASHINGTON COUNTIES INSURANCE FUND TRUST AGREEMENT AND BYLAWS ("AGREEMENT") is made and entered into effective as of January 1, 2006, and amended January 1, 2012, by and among the Trustees of the Washington Counties Insurance Fund (hereinafter referred to as the "Trust") and the Trust's Participating Employers (defined below).

RECITALS

WHEREAS, the Trustees have established plans for the payment of medical, dental, basic life with double indemnity accidental death and dismemberment, dependent basic life, vision, voluntary term life, voluntary accidental death and dismemberment, group base long term disability, voluntary buy up long term disability and voluntary short term disability, long term care,-employee assistance benefits, fully insured Medicare supplement plan with Part D compliant prescription program, and other similar benefits to the eligible employees of Participating Employers and, if so provided, to the dependents of eligible employees ("Plans").

WHEREAS, this Trust was originally adopted and effective January 1, 1959 for the collection and investment of contributions, insurance contract refunds and for the payment of benefits and expenses of Plans and any other similar plans adopted from time to time by the Trustees. For this purpose, the Trustees will accept contributions from the Participating Employers and the Participating Employer's eligible employees, establish the reserves they from time to time determine are necessary for the proper funding and administration of the Plans.

WHEREAS, the Agreement of January 1, 1959 was fully restated on November 7, 1985 with the consent of all Trustees. All current Participating Employers were notified of this amendment pursuant to paragraph 5(a) of the prior Agreement.

WHEREAS, the restated Agreement of November 7, 1985 was further amended on August 13, 1987 with the consent of all Trustees. All Participating Employers were notified of this amendment pursuant to paragraph 5(a) of the prior Agreement.

WHEREAS, the amended Agreement of August 13, 1987 was fully amended and restated on January 1, 2003 with the consent of all Trustees. All current Participating Employers were notified of this amendment pursuant to paragraph 20(a) of the prior Agreement.

WHEREAS, the restated Agreement of January 1, 2003 was fully amended and restated effective January 1, 2006 with the consent of all Trustees. All Participating Employers were notified of the amendment pursuant to paragraph 20(a) of the prior Agreement.

NOW, THEREFORE, the restated Agreement of January 1, 2006 is fully amended and restated effective January 1, 2012 with the consent of all Trustees. All Participating Employers were notified of the amendment pursuant to paragraph 20(a) of the prior Agreement.

The Trustees and Participating Employers AGREE as follows:

ARTICLE 1

Definitions

1.1 Agreement. "Agreement" is the Washington Counties Insurance Fund Trust Agreement and Bylaws entered into effective as of January 1, 2012, by and among the Trustees of the Trust and Participating Employers.

1.2 Appendix. "Appendix" means each of the appendices to the Agreement. Each appendix shall be considered a part of the Agreement and may be amended by the Trustees and Participating Employers at any time and for any reason without consent of any person, except as otherwise provided by law. As of January 1, 2006, the appendices include the Business Associate Agreement as Appendix I.

1.3 Business Associate Agreement. "Business Associate Agreement" means the agreement between the Trust and each Participating Employer governing the terms and conditions under which the Trust may disclose or have disclosed to the Participating Employer, and the Participating Employer may create, use or disclose or receive Protected Health Information on behalf of the Trust. The Business Associate Agreement also governs the terms and conditions under which the Trust may disclose or have disclosed to the Participating Employer, and the Participating Employer may create, receive, maintain or transmit Electronic Protected Health Information on behalf of the Trust.

The Business Associate Agreement is appended to the Agreement and is intended to document the business associate assurances required by the privacy and security regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and 164.

1.4 Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by a Participating Employer from or on behalf of the Trust.

1.5 Chair. "Chair" shall mean the individual elected by the Trustees to serve as chair of the Trustees and the Executive Committee. The chair shall exercise the powers pertaining to the office of chair and shall have duties described by the Trustees and the Agreement. The chair shall also perform such duties as the Trustees may from time to time designate.

1.6 Employees of the Trust. "Employee of the Trust" means an employee or employees employed by the Trustees to carry out the administration of Trust business.

1.7 Local Government Entity. "Local Government Entity" means any unit of local government, both general purpose and special purpose, and includes, but is not limited to, counties,

cities, towns, port districts, public utility districts, water-sewer districts, school districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, quasi-municipal corporations and nonprofit organizations receiving state or local government funding as defined in Title 24, Chapters 03 or 06 RCW whose membership is limited solely to the participating public agencies or to partnerships organized pursuant to Title 25, Chapter 04 RCW whose partners are limited solely to participating public agencies.

1.8 Officers. "Officers" shall mean the Chair and the Vice Chair, and other such officers as the Trustees may designate, all of whom are elected by the Trustees.

1.9 Participating Employer. "Participating Employer" means a Local Government Entity or non-profit organization receiving state or local government funding that participates in the Trust.

1.10 Place of Business. "Place of Business" means the Washington Counties Insurance Fund (WCIF) office, 2620 RW Johnson Road SW, Suite 300 Tumwater, WA 98512-6103, Mailing Address: P.O. Box 7786, Olympia, WA 98507-7786.

1.11 Plans. "Plans" means the plans, as they now exist or may be hereafter adopted or amended by the Trustees, for the payment of medical, dental, basic life with double indemnity accidental death and dismemberment, dependent basic life, vision, voluntary term life, voluntary accidental death and dismemberment, group base long term disability, voluntary buy up long term disability and voluntary short term disability, long term care, employee assistance benefits, fully insured Medicare supplement plan with Part D compliant prescription program; and other similar benefits for eligible employees.

1.12 Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by a Participating Employer from or on behalf of the Trust.

1.13 Quorum. "Quorum" shall mean, at any meeting of the Trustees, more than one-half of the Trustees.

1.14 Self-Funded, Self-Funded Benefits, Self-Insured or Self-Insured Benefits. "Self-Funded, Self-Funded Benefits, Self-Insured or Self-Insured Benefits" refers to payment directly by the Trust or by a separate pool or trust established by the Trustees for medical, dental, prescription drug, vision or other health-related benefits, rather than payment for those benefits through an insurance contract.

1.15 Trust. "Trust" means the Washington Counties Insurance Fund.

1.16 Trustees. "Trustee" means one Washington State County Commissioner and/or County Council Member from a county who has 100% of all eligible employees participating in the Trust's group life with medical participation in addition to six trustees elected by the Insurance Advisory Committee from non-county membership. No Participating Employer may have more than one Trustee. A Trustee may appoint an alternate to serve in his or her absence, provided that only one alternate may be designated by such Trustee.

1.17 Trust Year. "Trust Year" means the twelve-month period beginning January 1 and ending December 31.

1.18 Vice Chair. "Vice Chair" shall mean the individual elected by the Trustees to serve as vice chair of the Trustees. The Vice Chair shall act as Chair in the absence or disability of the Chair and shall perform all of the duties of Chair and when so acting shall have the powers of Chair. The Vice Chair shall also perform such other duties as the Trustees may from time to time designate.

1.19 WCIF Insurance Advisory Committee. "WCIF Insurance Advisory Committee" means a committee comprised of individuals representing Participating Employers.

ARTICLE 2

Benefits, Participation and Contributions

2.1 Benefits. Each Participating Employer's eligible employees may elect to receive benefits under the Plans. A complete description of the benefits provided and the conditions relating to such benefits, such as deductible amounts and other requirements that apply to a Participating Employer's employees' and dependents' qualification or continued qualification for a benefit shall be as provided in the insurance contracts or Self-Funded Benefit documents referenced in (a) and (b) below. The Trustees may change the Plans' benefits at any time without amendment to the Trust.

(a) Insurance Contracts. Plan benefits may be funded through insurance purchased by the Trust from entities that are licensed or authorized by the State of Washington to transact insurance in the State of Washington. The Trustees are authorized to enter into a contract or contracts with such entities. For Plan benefits funded through insurance, the certificates of coverage provided by the insurance carrier(s) contain the benefit provisions. Reasonable premiums for such insurance coverage shall be paid from the Trust.

(b) Self-Funded Benefits. If the Trustees determine that any of the Plans should be Self-Funded, the Trustees are authorized to do so in accordance with Washington law, which includes but is not limited to, obtaining approval from the Office of Risk Management, State of Washington, Risk Management Division. Payments for Self-Funded Benefits shall be paid either directly by the Trust or by a separate pool or trust established by the Trustees for this purpose. For Self-Funded Benefits, the documents provided by the separate pool or trust contain the benefit provisions.

2.2 Participation. Individuals entitled to benefits under the Plans are Participating Employers' employees and the employees' dependents.

2.3 Contributions to the Trust. Each Participating Employer shall pay to the Trust each month an amount required to provide benefits to a Participating Employer's employees and the employees' dependents participating in the Plans. The amounts paid shall include Participating Employer contributions and any employee contributions. Under some circumstances, as allowed under the Plans, a Participating Employer's employee may be allowed to pay for the entire cost of his or her and his or her dependents' coverage.

The Trustees agree to accept any contributions or refunds to the Trust from insurance contracts paid to them in cash or in the form of such other property as they may from time to time deem acceptable. All contributions or refunds so received, together with income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustees pursuant to the terms of this Agreement without distinction between principal and income. The Trustees, in addition to utilizing Trust monies to pay benefits under the Plans, may assess Participating Employers on a yearly basis a sum sufficient to cover the necessary and reasonable cost of Trust administration. Said sums collected shall be deposited in the Trust and be payable only by the Trustees or their designated agent or agents.

If the Trustees designate an Employee of the Trust to collect the Participating Employer and employee contributions, the Trustees shall require the Employee of the Trust to be bonded and to make his or her books of account regarding the Plans and Trust available to the Trustees.

Contributions or refunds may be made directly to a bank account or money market account established by the Trustees.

2.4 Collections of Contributions. If a Participating Employer fails to make the required payments to the Trust as required by this Agreement, the Trustees shall have the power to demand the contributions due from the Participating Employer. Upon the Participating employer's failure to pay, the Trustees shall, after ten days written notice, cancel the coverage of such Participating Employer's employees and the employees' dependents under the Plans. Upon cancellation, the Participating Employer shall be entitled to no refund and the Participating Employer and its covered employees shall cease to have any rights whatsoever in the Trust or in any insurance or Self-Funded Benefits provided thereunder except as may be otherwise provided in the Plans or by law.

2.5 Withdrawals from the Trust. Withdrawals from the Trust shall be made by the Trustees or by an Employee of the Trust, if so delegated by the Trustees, for the purpose of paying insured premiums, Self-Funded Benefits, claims or expenses under the Plans, for investment purposes pursuant to Section 4.1 Investment of Trust Assets or reasonable expenses necessary to operate the Trust pursuant to Section 4.3 Trust Expenses.

ARTICLE 3

Administration of the Plans

The Trustees shall have the responsibility of administering the Plans and determining employees' eligibility for benefits under the Plans, the validity of claims or other similar matters pursuant to the terms of the Plans. Subject to the Plans' claims and appeals procedure, the Trustees' decisions with respect to eligibility and coverage under the Plans and validity and payment of benefits shall be final. The Trustees shall have the power to construe the provisions of this Agreement and to adopt rules to administer the Trust. The Trustees and/or a delegated Employee of the Trust may enter into a contract with a third party administrator and/or insurance company for purposes of insurance coverage, determination of eligibility, billing Participating Employers, collection of contributions, preparation and maintenance of records and accounts, and processing and payment of claims. All claims for benefits and appeals of denied claims shall be made in accordance with the claims procedures

provided in the Plans. The Trustees and/or a delegated Employee of the Trust may employ such clerical, administrative, accounting, consulting and legal assistance as they deem necessary and appropriate.

ARTICLE 4

Powers and Duties of Trustees

4.1 Investment of Trust Assets. In the event that the Trustees determine that a surplus exists in the Trust fund over and above an adequate amount necessary for paying insured premiums, claims, expenses or benefits under the Plans, the Trustees shall invest such surplus. Notwithstanding any provision of Washington law to the contrary, the Trustees are granted full power and authority to invest and reinvest the principal and income of the Trust in any manner the Trustees deem advisable. The Trustees may, at their discretion, authorize an Employee of the Trust to act, with the concurrence of the Chairman of the Trust, on behalf of all Trustees in all matters relating to the investment of Trust reserves in accordance with this Section 4.1.

4.2 Powers of Trustees. The Trustees shall have all powers with regard to trust property granted by Washington law on the date hereof, and, in addition, shall have the following specific powers:

- (a) To sell, convey, transfer, mortgage, pledge, lease or otherwise dispose of the same without the approval of any court and without any notice to Participating Employers or employees and without obligation upon any person dealing with the Trustees to be responsible for the application of any money or other property delivered to them;
- (b) To borrow money for the purposes of the Trust and to pledge or encumber the assets of the Trust as collateral;
- (c) To exchange property for other property ;
- (d) To collect the principal or income of the Trust as the same shall become due and payable, and, if necessary, to take such legal proceedings as it may deem advisable in the best interests of the Trust to collect any sum of money due to the Trust. The Trustees shall be under no obligation to commence suit unless they shall first have been indemnified by the Participating Employers with respect to expenses or losses to which the Trust may be subjected through taking such action;
- (e) To pay the expenses of the Trust from the Trust assets, including any taxes and reasonable expenses of the Trustees pursuant to Section 4.3 Trust Expenses; and
- (f) Generally to do all such acts, execute all such instruments, take all such proceedings, and exercise all such rights and privileges with relation to property constituting the Trust fund as if the Trustees were the absolute owner thereof.

4.3 Trust Expenses. The Trustees shall serve without compensation. Reasonable expenses incurred by the Trustees in the performance of their duties hereunder may be paid from the Trust. The

Trust may pay the fees and expenses incurred by the Trustees for necessary and reasonable travel, clerical, administrative, accounting, consulting and legal services.

Licensed insurance brokers or agents may receive compensation from the Trust for insurance transactions made on behalf of the Trust if such transactions are performed within the scope of the brokers' or agents' licenses, provided such compensation is disclosed to the Trustees and the brokers' Participating Employers. Such compensation can include, but is not limited to, commissions on insurance premiums or adding an additional amount to insurance premiums.

4.4 Annual Accounting. Within a reasonable time period following the close of each Trust Year, the Trustees shall render to the WCIF Insurance Advisory Committee a copy of the most recent audited financial statement of the Trust via the WCIF website (<http://www.wcif.net>). The Trustees are hereby relieved of all obligations of the Trustees' Accounting Act of the State of Washington as now enacted or hereafter amended. The Trustees shall keep at the Place of Business of the Trust a copy of its contracts with insurance carriers and service providers and an accurate book of accounts and records of their transactions as Trustees.

4.5 Authority to Act for Trustees. A majority of the Trustees may in writing designate one or more of the Trustees or another individual to act on behalf of all the Trustees. A third party dealing with the Trustees may conclusively presume that any exercise of power within the scope of a written designation is authorized by the Trustees and is in accordance with the terms of this Agreement. In the absence of such written designation, any action approved by a majority of the Trustees shall be conclusively binding.

4.6 Committees. In addition to the committees described in 4.6(a) WCIF Insurance Advisory Committee and 4.6(b) Executive Committee, the Trustees shall have the power to create committees to assist the Trustees in the management and operation of the Plans and Trust and to define the duties and powers of such committees. The Chair of the Trustees shall have the power to appoint the members of such committees.

(a) WCIF Insurance Advisory Committee. The Chair shall chair the WCIF Insurance Advisory Committee, which shall be comprised of one representative from each Participating Employer.

(b) Executive Committee. The WCIF Chair will serve as Chair over the Executive Committee.

- (1) The Executive Committee membership is composed of the following positions:
 - (i) Executive Chair, WCIF
 - (ii) Chair, WCIF
 - (iii) Vice Chair, WCIF

- (iv) Immediate Past President, WCIP
(If the Immediate Past Pool President is no longer available to serve, then the WCIP Board will elect an additional at large member for the remainder of the term.)
- (v) President, WCIP
- (vi) Vice President, WCIP
- (vii) At large member, a member of WCIF Board, or a member of WCIP Board, or a member of both the WCIF and WCIP Boards, nominated and elected by a majority of the combined WCIF/WCIP Boards. The election will occur at the same meeting as other elections for WCIF and WCIP.

(2) Functions of the Executive Committee:

- (i) Make recommendations to the Board of Trustees of the Fund and the Board of Directors of the Pool. The Executive Committee does not have approval authority on any issue, unless approval authority has expressly been granted by the full Board for a specific issue.
- (ii) In consultation with other Board members, prepare and give an annual performance evaluation for the Executive Director.
- (iii) Other duties that may be assigned by the WCIF Board of Trustees of the WCIP Board of Directors.

4.7 Meetings.

- (a) Regular Meetings. The Trustees shall hold at least two meetings each year, which shall be held at the time and place determined by the Trustees or the Officers.
- (b) Action Without Meeting. Within the limitations of Title 42, Chapter 30 RCW, the Trustees may take action which they could properly take at a meeting without such meeting if consent in writing setting forth the action so taken is signed by all of the Trustees or a Trustee's alternate, as described in Section 1.17 Trustees. Such consent shall have the same effect as a unanimous vote.
- (c) Telephone Meetings. Any Trustee or any member of a committee appointed by the Trustees may participate in a meeting of the Trustees by means of a conference telephone or other similar communications equipment that enables all persons participating in the meeting to hear each other during the meeting. Participation by such means shall constitute presence at a meeting.

(d) Adjourned Meetings. Any meeting of the Trustees, regardless of whether a quorum is present, may be adjourned from time to time by an affirmative vote of the majority of the Trustees present.

(e) Joint Meetings. Meetings of the Trustees may be held jointly with the WCIF Insurance Advisory Committee.

4.8 Liability of Trustees. In the performance of their duties under the Trust, the Trustees shall exercise good faith, and the interpretations placed on this Agreement and the terms thereof by the Trustees shall, in the absence of fraud, be conclusive. In case any dispute or doubt arises as to the construction of this Agreement, or the rights, liabilities or duties of the Trustees hereunder, the Trustees may employ counsel and take the advice of such counsel as it may select and shall be fully protected in acting upon and following such advice. The Trustees shall be entitled to reimbursement from the Trust for the expense so incurred.

4.9 Term, Resignation or Removal of Trustees.

(a) Term and Resignation. The Trustees shall serve for a duration of time determined by the Participating Employer represented by the Trustee. A Trustee may resign at any time by giving written notice of such resignation to the Trustees and addressed to the last known address of the Chair. In such event, a successor Trustee shall be appointed by the Participating Employer who was represented by the resigning Trustee.

(b) Removal. A majority of the WCIF Insurance Advisory Committee may remove a Trustee without cause by giving the Trustee at least thirty (30) days written notice and by appointing a successor Trustee.

4.10 Trustee Voting. The Trustees may not act as a body without a Quorum. A majority of consenting votes of that Quorum is required to carry a motion.

ARTICLE 5

Participating Employers

5.1 Participating Employers' Reports and Records. The Trustees shall have the right to require such reports and the execution of such forms by Participating Employers as are necessary or required by the Trustees for the fulfillment of the Trust and the requirements of any insurance carriers' contracts. The Trustees shall have the right at reasonable times to inspect the payrolls and such other records of each of the Participating Employers, as are pertinent to questions of accuracy, or comprehensiveness of reports submitted by such Participating Employers. If a Participating Employer shall fail to make or execute the reports or forms, or permit the inspections provided for herein, within twenty (20) days after demand, the Trustees, after ten (10) days' notice to the Participating Employer, may cancel the coverage of the employees of such Participating Employer under the Plans. In the event of such cancellation, the provisions of Section 5.4 Termination by a Participating Employer shall apply.

5.2 New Participating Employers. A Local Government Entity or non-profit organizations receiving state or local government funding shall become a Participating Employer when:

(a) The Local Government Entity's or non-profit organization receiving state or local government funding's application for participation in the Trust is approved and accepted by the Trustees.

5.3 Employer Participation Requirements.

(a) Selecting Benefits. A Participating Employer is required to enroll all eligible employees in a group basic life plan. The Participating Employer may then select any of the following Trust benefit options:

- (1) Dependent basic life;
- (2) PPO medical;
- (3) HMO medical;
- (4) Indemnity dental;
- (5) DMO dental;
- (6) Fully-insured vision;
- (7) Self-funded vision;
- (8) Employee assistance program;
- (9) Fully insured Medicare supplement plan with Part D compliant prescription program;
- (10) Base long term disability
- (11) Voluntary buy-up long term disability
- (12) Voluntary short term disability;
- (13) Voluntary term life;
- (14) Voluntary accidental death and dismemberment;
- (15) Long term care.

(b) Participation Requirements. 100% of the eligible employees of a Participating Employer must be enrolled in the group basic life coverage. If a Participating Employer elects PPO medical coverage and/or the optional HMO medical coverage, at least 75% of eligible employees must be enrolled in those medical plans. If a Participating Employer elects indemnity or DMO dental or Self-Funded or Fully-Funded vision, 100% of its eligible employees must be enrolled in that coverage. In determining whether a Participating Employer meets these percentage enrollment requirements, only those individuals who are employed by the

Participating Employer and, who work at least 20 hours per week or 80 hours per month (whichever is less), and are actively at work on the date coverage is to become effective are counted. Eligible employees will remain on the plan during any unpaid furlough, even if such unpaid furlough causes the covered employees to work less than full-time, so long as the covered employees do not exceed 30 unpaid furlough days in a single calendar year. Eligible employees do not include employees of the Participating Employer who are covered by a collective bargaining agreement which requires the employer to contribute to a multi-employer health and welfare trust on their behalf.

5.4 Termination by a Participating Employer. Any Participating Employer may terminate its participation under the Trust by giving the Trustees thirty (30) days' prior written notice, except for PPO medical plans which require ninety (90) days' prior written notice. On or before the termination date, the withdrawing Participating Employer shall pay to the Trustees or the Employee of the Trust all contributions due and payable for periods preceding that date. Upon withdrawal from the Trust, a Participating Employer shall be entitled to no refund and the Participating Employer and all of its covered employees shall cease to have any rights whatsoever in the Trust or any insurance provided thereunder except as may be otherwise provided in the Plans which covered such employees.

ARTICLE 6

Amendment and Termination of Plans and Trust

6.1 Amendment. The Agreement may be amended at any time by the Trustees upon thirty (30) days' notice to the Participating Employers. An amendment shall become effective upon the later of (i) thirty (30) days after the transmittal of a copy of the amendment by the Trustees, by certified or registered mail, to each Participating Employer, provided that no amendment shall become operative if Participating Employers representing more than fifty percent (50%) of the covered employees dissents within such 30-day period, or (ii) the effective date of the amendment, provided that Participating Employers representing more than fifty percent (50%) of the covered employees did not dissent within thirty (30) days after the transmittal of a copy of the amendment by the Trustees, by certified or registered mail, to each Participating Employer.

6.2 Termination. While it is the intent of the parties to the Agreement that the Trust will continue on a permanent basis, the Trust may be terminated on January 1 of any year by fifty percent (50%) or more of the Washington State county Participating Employers, provided the employees of such Participating Employers constitute at least fifty percent (50%) of the employees participating in the Trust's Plans. Such Participating Employers shall give the Trustees written notice of such termination at least thirty (30) days prior to such termination date. Upon termination of the Trust, the assets remaining after payment of all Trust expenses shall be paid to each Participating Employer in the amounts determined by the Trustees.

ARTICLE 7

General Provisions

8.1 Suits. If any person or parties to this Agreement shall request the Trustees to bring any action to determine any of the provisions or rights arising out of this Agreement, the Trustees shall not

after payment of all Trust expenses shall be paid to each Participating Employer in the amounts determined by the Trustees.

ARTICLE 7 General Provisions

8.1 Suits. If any person or parties to this Agreement shall request the Trustees to bring any action to determine any of the provisions or rights arising out of this Agreement, the Trustees shall not be obligated to bring such suit unless the Trustees are fully indemnified by the Participating Employers for all costs of such action, including a reasonable sum for attorneys' fees.

8.2 Governing Law. The situs of this Trust shall be the State of Washington and its validity, construction, interpretation and administration shall be governed by the laws of the State of Washington and federal law to the extent applicable.

8.3 No Assignment. No benefits or properties of the Trust shall be subject in any manner to assignment, transfer, anticipation, alienation, sale, pledge, encumbrance or charge, by any person other than the Trustees, and any attempt to do so shall be void. The principal and income of the Trust shall not be subject to the transfer by operation of law and shall be exempt from the claims of creditors or other claimants to the fullest extent permissible by law.

DATED the day and year first above written.

TRUSTEES:

ABSENT MW
Commissioner Shon Small
Benton County

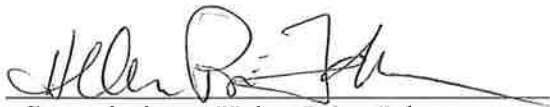
Lisa Bonhury, Alternate
Commissioner Dwight Robanske
Columbia County

Kathy L. DeLoande, Alternate
Commissioner Mike Karnofski
Cowlitz County

Brad Z Miller
Commissioner Brad Miller
Ferry County

ABSENT MW
Commissioner Bob Koch
Franklin County

Dean D Burton
Commissioner Dean Burton
Garfield County



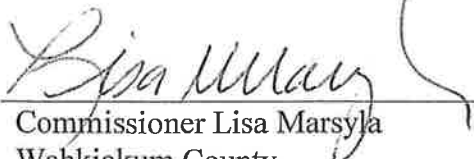
Commissioner Helen Price Johnson
Island County



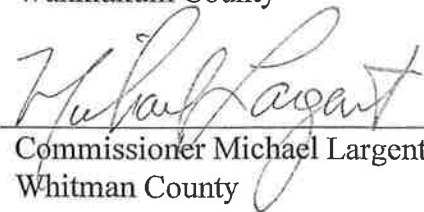
Commissioner Bill Schulte
Lewis County



Commissioner Laura Merrill
Pend Oreille County



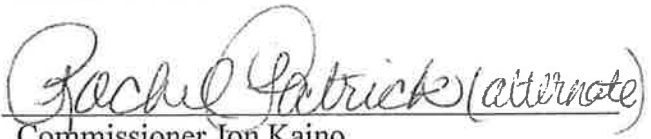
Commissioner Lisa Marsyla
Wahkiakum County



Commissioner Michael Largent
Whitman County



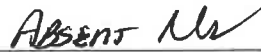
Commissioner Alan Crankovich
Kittitas County



Commissioner Jon Kaino
Pacific County



Commissioner Malcolm Friedman
Stevens County



Commissioner Gregg Loney
Walla Walla County

Approval of Amended Trust Agreement & Bylaws

Employer Name: _____

The aforementioned Employer has read and hereby approves the Bylaws and amendments made to the Washington Counties Insurance Fund Trust Agreement and Bylaws as presented on November 10, 2011.

AUTHORIZED EMPLOYER REPRESENTATIVE:

Name: _____ Title: _____

Signature: _____ Date: _____

Phone Number: _____

WCIF Internal Use:

Received by: _____ Date: _____

**Agenda Item 4a.****Meeting Date February 21, 2012****Subject:** Resolution 12-2: Title VI Plan Update**Prepared By:** Leigh Kennel**Approved By:** **Summary:**

As a recipient of financial assistance from the Federal Transit Administration (FTA), Jefferson Transit is required to comply with Title VI of the Civil Rights Act of 1964 (as amended), and to review and update the plan every three years.

Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving FTA financial assistance. Jefferson Transit's Title VI Plan provides a guide for ensuring that our services are provided without discrimination and our planning process is open to all who wish to participate. This update reflects changes in our community identified in the 2010 US Census and expands information about LEP outreach.

Recommendation:

Approve the resolution that updates our Title VI Plan and submit to the FTA & WSDOT. Board chair will sign the Plan document (pages 2 & 9).

Motion for Consideration:

Move to approve resolution 12-2 and update the Title VI Plan.

TITLE VI PLAN

Prepared By:
Jefferson Transit Authority
1615 W. Sims Way
Port Townsend, WA 98368

Update Adopted by JTA Board resolution, February 21, 2012

Jefferson Transit Authority

Title VI Plan

Policy Statement

The Jefferson Transit Authority (JTA) assures that no person shall, on the grounds of race, color, national origin, or gender as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. JTA further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded.

In the event JTA distributes federal aid funds to another governmental entity or contractor, JTA will include Title VI language in all written agreements and will monitor for compliance.

JTA's General Manager is responsible for initiating and monitoring Title VI activities, preparing required reports, and other JTA responsibilities as required by 23 CFR 200 and 49 CFR 21.

Phil Johnson
Chair of the Jefferson Transit Authority Board

Date

Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin, or gender, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the term "programs or activities" to include all programs or activities of Federal Aid recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted (Public Law 100-259 [S. 557] March 22, 1988).

Additional Authorities and Citations Include:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; and 28 CFR 50.

Organization and Staffing - General

The General Manager of JTA is responsible for ensuring the implementation of JTA's Title VI program. JTA's Grants Administrator, will act as Title VI Coordinator and assist the General Manager in oversight and day-to-day administration of the program.

Title VI Coordinator Responsibilities

The Title VI Coordinator is assigned responsibility for implementing, monitoring, and ensuring JTA's compliance with Title VI regulations. Title VI responsibilities are as follows:

1. Process the disposition of Title VI complaints received by JTA.
2. Conduct Title VI review of program areas (planning and contracting).
3. Review internal policies and, where applicable, include Title VI and related requirements.
4. Conduct training programs on Title VI and related statutes for JTA programs.
5. Develop Title VI information for dissemination to the general public and, where necessary and appropriate, in languages other than English (see appendix 4 LEP).
6. Conduct pre-grant and post-grant approval reviews of JTA programs and applicants for compliance with Title VI requirements, i.e. persons seeking contracts with JTA.
7. Establish procedures for promptly resolving deficiency within a period not to exceed 90 days.

Program Administration - General

The JTA General Manager will be responsible for coordinating the overall administration of the Title VI program, plan and assurances.

A. Complaints

If any individual believes they or any other program beneficiaries have been the object of an unequal treatment or discrimination as to the receipts of benefits and/or services, or on the grounds of race, color, national origin or gender, they may exercise their right to file a complaint with JTA. Every effort will be made to resolve complaints informally at the agency, subrecipient, and contractor's level (see Appendix 1).

B. Title VI Reviews

Title VI Program reviews will be performed by the Coordinator to assess administrative procedures, staffing, and resources available for Title VI compliance.

C. Annual Reviews

All programs will be reviewed annually to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator and program representatives will coordinate efforts to ensure equal participation in all their programs and activities at all levels.

D. Contractors and Suppliers, et al

The reviews will be conducted annually. Priority for conducting reviews will be given to those recipients of Federal Transit Administration (FTA) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the recipients' adherence to Title VI requirements (appendix 3).

E. Internal Policies

All internal policies providing operational guidelines to contractors, subrecipients, and program areas will be reviewed annually to ensure inclusion of Title VI language, provisions, and related requirements, where applicable.

F. Training Program

Title VI training will be made available at least annually to JTA staff. The training will provide comprehensive information on Title VI provisions, its application to program operations, and identification of Title VI issues and resolution of complaints. A recap of training will be reported in the annual update.

G. Annual Reports

All summary and plan updates will be presented to WSDOT at each annual site visit. The Annual Report will review Title VI accomplishments achieved during the previous year and will also include goals and objectives for the upcoming year.

H. Public Dissemination

JTA will disseminate Title VI Program information to JTA employees, subrecipients, and contractors, as well as the general public. Public Dissemination will include the posting of public statements, inclusion of Title VI language on the website, in contracts, on complaint forms and in the customer service area of transit headquarters (see appendix 2).

I. Post-Grant Approvals

Review post-grant approval procedures to ensure compliance with Title VI requirements, e.g., individuals or firms seeking contracts.

J. Prevention of Discrimination

Procedures will be implemented to investigate and eliminate discrimination when found to exist, including, but not limited to, issues of accessibility of training to all qualified JTA employees, utilization of Disadvantaged Business Enterprise (DBE) contractors, public involvement, and material acquisition.

K. Remedial Action

JTA will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance with program administrative requirements. Subrecipients placed in a deficiency status will be given a reasonable time, not to exceed 90 days after receipt of the deficiency letter, to voluntarily correct deficiencies. JTA will seek the cooperation of the subrecipient in correcting any deficiencies found during the review. JTA will also provide the technical assistance and guidance needed to aid the subrecipient to comply voluntarily. If a subrecipient fails or refuses to voluntarily comply with requirements within the time frame allotted, the Coordinator will submit to the General Manager two copies of the case file and a recommendation that the subrecipient be found in noncompliance. A follow-up review will be conducted within 180 days of the initial review to ensure that the subrecipient has complied with the Title VI Program requirements in correcting deficiencies previously identified. DOT will be notified of any complaint filed involving Title VI issues, as well as its resolution.

Planning

A. Jefferson Transit Authority (JTA)

JTA has the responsibility to develop long- and short-range transit transportation plans for Jefferson County and to provide efficient transportation services to the citizens of the county. JTA is located in Port Townsend, Washington.

B. Planning Process

The process further entails the monitoring and collection of varied data pertaining to transit transportation issues. JTA coordinates transportation planning and public involvement, and as well as provides technical support to jurisdictions and agencies when needed.

C. Title VI Responsibilities

Ensure that all aspects of the planning process comply with Title VI. Ensure the opportunity for participation of a cross section of various social, economic, and ethnic interest groups in the planning process by disseminating program information to minority media and ethnic organizations as appropriate.

Consultant Contracts Coordination

A. Consultant Contracts

The JTA General Manager is responsible for consultant selection, negotiation, and the administration of consultant contracts pursuant to JTA Board action.

B. Consultant Selection Process

Selection of consultants is made by a Consultant Selection Committee, which is established for each major project. The committee is typically composed of JTA Board members, technical staff from local agencies, and the General Manager. Upon a consultant's selection, the General Manager is responsible for negotiation and administration of the contract pursuant to JTA Board action.

C. Title VI Responsibilities

Ensure DBE opportunities exist. Ensure that all federally funded consultant contracts administered by the JTA have the appropriate Title VI provisions included (appendix 3). Review directives and procedures to ensure Title VI compliance. Maintain necessary data and documentation required for completion of the JTA's Title VI Update Annual Report.

Nondiscrimination Complaint Procedures for Federally Assisted Programs or Activities

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by JTA as to subrecipients, consultants, and contractors.

Intimidation or retaliation of any kind is prohibited by law. The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible, such as between the parties/individuals named in the complaint. The option of informal mediation meeting(s) between the affected parties and the Coordinator may be utilized for early resolution.

Procedure

1. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited by nondiscrimination requirements may file a written complaint with the JTA General Manager. A formal complaint must be filed within 180 days of the alleged occurrence.
2. Upon receipt of the complaint, the General Manager will be responsible for notifying the respondent(s) of the complaint within five working days of receipt. Additionally, a copy of the complaint will be forwarded for review by the JTA attorney.
3. The General Manager shall be given 15 working days from receipt of the complaint to inform the complainant as to the status of the investigation and/or resolution of the complaint.
4. If the complaint is against a subrecipient, consultant, or contractor, the appropriate project manager shall be notified of the complaint within 15 working days of the receipt of the complaint.
5. Within 60 working days of the receipt of the complaint, the investigator* will prepare a written report for the General Manager. The report shall include a narrative description of the incident, identification of persons interviewed, a finding, and recommendations for disposition. *This can be JTA's Title VI Coordinator, the Title VI Specialist for a subrecipient of federal funds, or the FTA Title VI Liaison.
6. The investigative report and findings of the complaint will be sent to JTA for review and comment by JTA's attorney.
7. The recommendation(s) shall be reviewed by the General Manager. The General Manager will discuss the report and recommendations with the JTA Board Chair.
8. If the complaint cannot be resolved by the General Manager, the complainant or respondent shall be notified of their appeal rights to JTA's Board of Directors and/or FTA.
9. A copy of the complaint and JTA's investigation report will be issued to FTA within 60 days of the receipt of the complaint.
10. After receiving FTA's comments, the investigation report will be released and briefings scheduled with all relevant parties.
11. If the complainant is not satisfied with the results of the investigation of the alleged discriminatory practice(s), s/he shall be advised of their rights to appeal JTA's decision to the U.S. Department of Transportation. The complainant has 180 days after JTA's final resolution to appeal to USDOT. Unless new facts not previously considered come to light, reconsideration (appeal) by JTA will not be available.

JTA Title VI Notice to Public

JTA hereby gives public notice that it is the policy of JTA to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which JTA receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with JTA. Any such complaint must be in writing and filed with the JTA General Manager within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from this office at no cost to the complainant by calling (360) 385-4777 or by writing Jefferson Transit Authority, Grants Administrator, 1615 W. Sims Way, Port Townsend, WA 98368.

JTA Title VI Assurances

The Jefferson Transit Authority (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Transit Administration(s), and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Transit Administration Program:

1. That the Recipient agrees that each "program" and each "facility," as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be conducted (with regard to a "program"), or will be operated (with regard to a "facility") in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Transit Administration Program, and in adapted form in all proposals for negotiated agreements:

The Jefferson Transit Authority in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d--d4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and all requirements issued pursuant to such Act, hereby notifies all bidders that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix 1 of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix 2 of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon or interest therein.

5. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under

such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

6. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance. THIS ASSURANCE is given in consideration of and for the purpose of obtaining, any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Transit Administration Program, and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants in the Federal Transit Administration Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

Phil Johnson
Chair, Jefferson Transit Authority Board

Date

NONDISCRIMINATION ASSURANCE from WSDOT 2012

1. The Applicant assures that it will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, creed, sex, or age:
 - a. Federal transit law, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and
 - c. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21.
2. As required by 49 CFR 21.7, the Applicant assures that:
 - a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
 - (1) It conducts each project,
 - (2) It undertakes property acquisitions, and
 - (3) It operates the project facilities, including:
 - (a) Its entire facilities, and
 - (b) Its facilities operated in connection with its project,
 - b. This assurance applies to its entire project and entire facilities, including facilities operated in connection with its project,
 - c. It will promptly take the necessary actions to carry out this assurance, including:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
 - d. If it transfers FTA funded real property, structures, or improvements to another

party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

- (1) While the property is used for the purpose that the Federal funding is extended,
 - (2) While the property is used for another purpose involving the provision of similar services or benefits,
- e. The United States has a right to seek judicial enforcement of any matter arising under:
- (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) This assurance,
- f. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:
- (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. 5332,
- g. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party participant, including:
- (1) Any subrecipient,
 - (2) Any transferee,
 - (3) Any third party contractor or subcontractor at any tier,
 - (4) Any successor in interest,
 - (5) Any lessee, or
 - (6) Any other participant in the project,
- h. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:
- (1) Each subagreement,
 - (2) Each property transfer agreement,
 - (3) Each third party contract or subcontract at any tier,
 - (4) Each lease, or
 - (5) Each participation agreement,
- i. The assurances it has made will remain in effect for the longest of the following:
- (1) As long as Federal funding is extended to the project,
 - (2) As long as the Project property is used for a purpose for which the Federal funding is extended,
 - (3) As long as the Project property is used for a purpose involving the provision of similar services or benefits, or
 - (4) As long as the Applicant retains ownership or possession of the project property.

Contract Language Example for subrecipients of JTA:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest, (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance With Regulations

The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of

Federal Regulations, part 21 (hereinafter referred to as the Regulations), as they may be amended from time to time, herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, gender, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of material for leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, gender, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Jefferson Transit Authority, Department of Transportation, or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Jefferson Transit Authority shall impose such contract sanctions as the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the Jefferson Transit Authority, Department of Transportation, or the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Responsibilities to Limited English Proficient (LEP) Persons

Jefferson County has a very small LEP population (446) as indicated by the U.S. Census data (2010) and thus does not yet meet the threshold of 5% or 1000 LEP people to warrant a written plan. However, we do plan to find resources needed to provide reasonable and meaningful access to our vital documents if they should be requested.

There are four factors to consider in our ongoing analysis of LEP needs:

The Four Factor Analysis:

1. Number or proportion of population
2. Frequency of contact
3. Importance of the service/benefit
4. Resources available

Population

U.S. Census data (2010) shows the following:

Total Jefferson County Population 29,872

The number of people with a language other than English, who speak English “less than very well” is 1.5% of the population or 446 people.

The top 2 languages of those individuals who speak English “less than very well” are as follows:

Spanish or Spanish Creole:	185 (0.6%)
Russian:	62 (0.2%)

Frequency of contact & importance of service

U.S. Census data (2010) shows the number of people taking public transportation, who speak English less than very well, estimated to be 0% in Jefferson County. An informal verbal survey was made of customer service clerks and dispatchers who answered call center information requests. They all stated they had not had requests for any information in a language other than English. However, a transit operator in the west end said that there are 4 people who sometimes use the Olympic Connection who seem to have some difficulty with reading English. They speak Spanish and some English, and one has a young son who can speak and read English who helps to translate.

Resources available to all people in Jefferson County

Bus schedules are available on our website and our outreach includes delivery of printed schedules to more than 100 locations, including community centers, grocery stores, social and health service centers and post offices. Due to the small numbers of LEP individuals and lack of contact and requests, we have not yet needed to develop materials in any language except English. However, we will work to develop volunteer translator services via outreach through local community centers, schools and churches if the need should develop. If and when the need arises we will explore the most cost-effective means of delivering competent and accurate language services and will work to ensure interpretation is made in a timely manner.

Jefferson Transit Authority

Resolution No. 12-2 Adopting Title VI Plan Update

A RESOLUTION of the Board of the Jefferson Transit Authority to update the plan to insure compliance with Title VI of the Civil Rights Act of 1964 (as amended), to ensure that the level and quality of transportation service is provided without regard to race, color, or national origin.

WHEREAS, agencies receiving financial assistance from the Federal Transit Administration are required to comply with Title VI of the Civil Rights Act of 1964 (as amended).

WHEREAS, Jefferson Transit Authority been awarded funds from the Federal Transit Administration; and

WHEREAS, Jefferson Transit Authority continues to be committed to the principles that prohibit discrimination in any of its programs or activities.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Jefferson Transit Authority that the attached Title VI Plan is updated and the General Manager is directed and authorized to implement the plan consistent with applicable law.

BE IT FURTHER RESOLVED by the Board of the Jefferson Transit Authority that the General Manager and staff will provide periodic updates to the Board as necessary or required.

ADOPTED by the Board of the Jefferson Transit Authority at a regular meeting thereof held on the 21th day of February 2012.

CERTIFICATION

The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson County Public Transportation Benefit Area, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Jefferson Transit Authority Board held on February 21, 2012.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board



Agenda Item 4b.

Meeting Date February 21, 2012

Subject: Resolution 12-3: DBE Program Update

Prepared By: Leigh Kennel

Approved By: *Summi Buehler*

Summary:

Our DBE program must include an element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

This element must be submitted to the FTA for approval as a part of our DBE program by February 28, 2012.

Recommendation:

Approve Resolution 12-3 that updates our DBE plan to add a Small Business Participation Element.

Motion for Consideration:

Move to approve Resolution 12-3 that updates our DBE plan to add a Small Business Participation Element.

Jefferson Transit Authority

Resolution No. 12-3 Disadvantaged Business Enterprise (DBE) Program Amendment

A RESOLUTION of the Board of the Jefferson Transit Authority to amend the Disadvantaged Business Enterprise (DBE) Program to insure compliance with revisions to 49 CFR Part 26, that require adding a small business participation element.

WHEREAS, Jefferson Transit receives more than \$250,000 in financial assistance from the Federal Transit Administration and has established a DBE Program in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26.; and

WHEREAS, Jefferson Transit amends its DBE Program to add this element:

Section 26.38 Small Business Participation, JTA has incorporated the following race-neutral element to its DBE program in order to facilitate competition on DOT-assisted contracts and public works projects by small business concerns (both DBEs and non-DBE small businesses):

- Removal of unnecessary and unjustified bundling of contract requirements.
- Requiring prime contractors to provide subcontracting opportunities of the type and size that small businesses, including DBEs can reasonably perform.
- Work with the Small Business Administration and/or other agencies as appropriate to insure good faith efforts foster small business participation.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Jefferson Transit Authority that Section 26.38 will be submitted to FTA by February 28, 2012 and will be included in the 2012 DBE Program update, scheduled for completion in April 2012.

ADOPTED by the Board of the Jefferson Transit Authority at a regular meeting thereof held on the 21th day of February 2012.

CERTIFICATION

The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson County Public Transportation Benefit Area, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Jefferson Transit Authority Board held on February 21, 2012.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board

JEFFERSON TRANSIT AUTHORITY

MONTHLY RIDERSHIP REPORT

January, 2012

Route	Boardings per Month	Wheel Chairs per Month	Bikes per Month	Runs per Month	Revenue Mileage	Revenue Hours	Boardings Per Run	Boardings Per Mile	Boardings Per Hour
LOCAL									
#2 Mt. View Connector	1881	4	57	340	2516	143	5.53	0.75	13.17
#3 Castle Hill Connector	2290	5	126	340	3094	146	6.74	0.74	15.66
#11 Shuttle	9095	18	241	680	2652	252	13.38	3.43	36.15
LOCAL TOTAL	13266	27	424	1360	8262	541	8.55	1.64	21.66

COMMUTER									
#1 Brinnon	1609	0	99	192	8160	207	8.38	0.20	7.76
#6A Tri Area Loop (5)	1893	0	60	126	3263	105	15.02	0.58	18.10
#6B Tri Area Loop (6)	1462	0	65	100	2590	83	14.62	0.56	17.61
#7 Poulsbo	2165	0	71	192	8045	205	11.28	0.27	10.54
#8 Sequim	2211	3	120	236	8118.4	184	9.37	0.27	12.01
COMMUTER TOTAL	9340	3	415	846	30177	784	11.73	0.38	13.20

2012 SPECIAL EVENTS

Boardings

Runs per event

WEST JEFFERSON

1459

2

33

192

12077

400

7.60

0.12

3.65

TOTAL MONTHLY

24065

32

839

2398

50516

1725

9.29

0.71

12.84

22 Weekdays in Month

4 Saturdays in Month

4 Sundays in Month

VANPOOL

	Passenger Trips	Miles Travelled	Average Riders Per Van
Vanpool	1486	9615	6.8

DIAL A RIDE

	Boardings	Runs	Revenue Mileage	Revenue Hours	Boardings Per Run	Boardings Per Mile	Boardings Per Hour	New Applicants
Dial A Ride	1211	1159	5477	473	1.04	0.22	2.56	6

*Boardings includes Passenger and Attendant if needed

