

1 **Jefferson Transit Authority**  
2 **Resolution No. 15-10**

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4 **A RESOLUTION** establishing and adopting a Transportation Partnership Policy  
5 consistent with Washington's statewide Public Transportation Plan for  
6 Jefferson Transit Authority (JTA)

7 **WHEREAS**, as provided in Washington's Statewide Public Transportation Plan,  
8 there are inherent benefits for fostering value-added partnerships with privately owned  
9 transportation providers that will result in more effective and efficient public transportation  
10 options for the residents of the state of Washington, including persons residing in  
11 Jefferson County, Washington, which constitutes JTA's service area; and  
12

13 **WHEREAS**, JTA desires to establish a transportation partnership policy to ensure  
14 safe and responsible utilization of JTA owned and operated transportation facilities and  
15 park and ride lots for various forms of public transportation as defined in the statewide  
16 transportation plan, to include, but not limited to: charter bus; commuter bus; private  
17 vanpool; intercity bus; airport shuttle; corporate bus and volunteer driver programs.  
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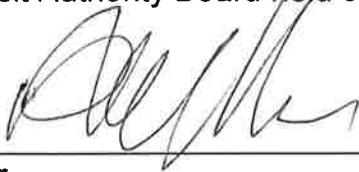
19 **NOW, THEREFORE, BE IT RESOLVED:** The Jefferson County Public  
20 Transportation Benefit Area d/b/a Jefferson Transit Authority (JTA) will endeavor to  
21 promote safe and appropriate utilization of its transportation facilities and park and ride  
22 lots for the above stated purposes and hereby establishes and adopts the below policies  
23 and procedures to ensure the maximum legitimate use of its facilities for their intended  
24 purposes:  
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- 26 1. Private transportation providers desiring to utilize JTA transportation facilities shall  
27 submit a request, in writing, to the JTA General Manager specifying and outlining  
28 the details of the requests, the applicants' proposed uses of the facilities, and the  
29 benefits to be derived by JTA and/or the residents of Jefferson County,  
30 Washington if the requests are approved by JTA.  
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- 32 2. Upon receipt of a written request, the General Manager will determine whether the  
33 request and proposed use are in compliance with applicable local, state, federal  
34 laws and requirements and are consistent with and further JTA policies, purposes,  
35 and requirements, and whether the applicant's proposed use of the facilities will  
36 benefit Jefferson County residents and will positively complement JTA's  
37 transportation operations and services.  
38
- 39 3. If the General Manager determines, in his or her sole and absolute discretion, that  
40 the request and proposed use are consistent with the above, will benefit the  
41 residents of Jefferson County, and will positively complement JTA's operations and  
42 services, the General Manager may consult with the Washington State Insurance  
43 Pool (WSTIP) and/or the JTA Attorney to determine the appropriate level of  
44 insurance coverage to be provided by the applicant if the request is approved.

- 45 4. Within thirty (30) calendar days of JTA's receipt of the written request, the General  
46 Manager will endeavor to approve, with or without additional requirements and/or  
47 conditions imposed by the General Manager, or deny the request and to notify the  
48 applicant in writing of the action taken by the General Manager. If the request is  
49 approved with imposed requirements and/or conditions, those imposed conditions  
50 and/or requirements should be set out in the action notification given by JTA to the  
51 applicant. The action taken by the General Manager in connection with the request  
52 is in the nature of a purely discretionary decision that shall be final and conclusive  
53 and shall not be subject to administrative appeal.  
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- 55 5. With regard to an approved request upon JTA's receipt of all required  
56 documentation requested of the applicant, the General Manager will prepare a  
57 License Agreement with terms and conditions acceptable to the General Manager,  
58 to be signed by the authorized representatives of JTA and the applicant. The  
59 License Agreement shall not be effective until it is approved by the JTA Board of  
60 Directors and signed by an authorized representative of JTA. The initial term of  
61 any License Agreement should typically not exceed 5 years unless a longer  
62 durational term is approved by the JTA Board.  
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64

65 **CERTIFICATION**

66 The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson  
67 County Public Transportation Benefit Area, certifies that the foregoing is a true and  
68 correct copy of a resolution adopted at a legally convened meeting of the Jefferson  
69 Transit Authority Board held on July 21, 2015.



Chair



Vice Chair



Member



Member



Member

Attest:



Clerk of the Board