

1 **JEFFERSON TRANSIT AUTHORITY**

2 **Resolution 17-12**

3 **Authorizing the General Manager to Sign an Interlocal Agreement for Clallam Transit**
4 **to Operate Within Jefferson County**

5
6 **A RESOLUTION** of the Board of Directors of the Jefferson County Public
7 Transportation Benefit Area, hereinafter called the "Authority," authorizing the General
8 Manager to sign an Interlocal Agreement between Jefferson Transit Authority and Clallam
9 Transit System for Clallam Transit to Operate within Jefferson County

10
11 **WHEREAS**, each of the parties hereto operates a public transportation system
12 within their respective counties; and

13
14 **WHEREAS**, the parties both desire to provide the residents of and travelers to
15 Clallam and Jefferson Counties with efficient public transportation options; and

16
17 **WHEREAS**, residents of and visitors to Clallam County currently lack a direct
18 connection with Kitsap County which is cost- and time-competitive with travel by private
19 vehicle; and


20
21 **WHEREAS**, travel by land from Clallam County to any other location in the State of
22 Washington requires passage through Jefferson County; and

23
24 **WHEREAS**, this agreement is entered into under the authority granted by RCW
25 39.34.085,

26
27 **NOW, THEREFORE, BE IT RESOLVED** that the Authority Board hereby accepts
28 the terms and conditions as set forth in the Interlocal Agreement which is attached to this
29 Resolution and made a part thereof by this reference, and hereby authorizes the General
30 Manager to execute the Interlocal Agreement and to carry out and fulfill the conditions and
31 provisions as contained therein to the best interest and benefit of Jefferson Transit
32 Authority.

33
34 **CERTIFICATION**

35 The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson County
36 Public Transportation Benefit Area, certifies that the foregoing is a true and correct copy of
37 a resolution adopted at a legally convened meeting of the Jefferson Transit Authority
38 Board held on April 18, 2017.

39 
Chair

40 
Vice Chair

41 
Member

42 *absent*
Member

43 *absent*
Member

44 Attest: 
Clerk of the Board

INTERLOCAL AGREEMENT

This agreement, made with an effective date of June 1, 2017, by and between the Jefferson County Public Transportation Area, d/b/a Jefferson Transit Authority, a Washington municipal corporation, (hereinafter "JTA"), and the Clallam County Public Transportation Area, d/b/a Clallam Transit System, a Washington municipal corporation, (hereinafter "CTS"), witnesseth,

WHEREAS, each of the parties hereto operates a public transportation system within their respective counties, and

WHEREAS, the parties both desire to provide the residents of and travelers to Clallam and Jefferson Counties with efficient public transportation options, and

WHEREAS, residents of and visitors to Clallam County currently lack a direct connection with Kitsap County which is cost- and time-competitive with travel by private vehicle, and

WHEREAS, travel by land from Clallam County to any other location in the State of Washington requires passage through Jefferson County,

WHEREAS, this agreement is entered into under the authority granted by RCW 39.34.085,

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter set forth, the parties agree as follows:

1. Term: This agreement shall remain in effect until terminated as hereinafter provided.
2. Entities: JTA and CTS shall, for all purposes of this agreement, remain as individual, separate entities and municipalities under the laws of the State of Washington. No separate legal or administrative entity of any kind shall be created hereunder unless otherwise agreed by the parties in writing.
3. Purpose: The purpose of this agreement is to allow CTS to provide safe, efficient, and convenient public transportation service between Clallam, Jefferson, and Kitsap Counties, and to carry out that purpose, to provide for and develop compatible routes, schedules, and connecting points as and when the parties deem appropriate.
4. Performance: JTA hereby agrees and authorizes CTS to operate its vehicles within Jefferson County for the purposes of this agreement. CTS agrees to operate its public transportation vehicles in a number and with a frequency as described in Attachment A via Washington State Route 101 between Mileposts 274.64 (Clallam County line) and 284.77 (Junction State Route 104) and Washington State Route 104 between Mileposts 0.0 (Junction State Route 101) and 14.67 (Kitsap County line). JTA hereby agrees and authorizes CTS to board and alight passengers eastbound at a single stop pair on State Route 101 just west of its junction with State Route 20. CTS shall not transport passengers with an origin and destination both located within Jefferson County, nor shall it board or alight passengers at any other location within Jefferson County. Any additional trips or timing changes beyond those described in Attachment A must receive advance approval from Jefferson Transit. JTA hereby agrees and authorizes CTS to post a bus stop sign,

as well as schedule and/or temporary rider alert information, at a single stop in each direction. CTS shall assume all costs and responsibility for the fabrication and maintenance of signage posted by CTS at the aforementioned stops and will receive approval from JTA prior to the posting of any temporary or permanent sign.

5. Fares/Finance: CTS shall charge and collect from each passenger its own fare for passengers embarking upon its vehicles. CTS shall only transport passengers to or from Jefferson County upon receipt of payment of the equivalent fare required for a journey made between Clallam and Kitsap Counties. CTS will not accept or honor transfer tickets, passes, or coupons issued by the other party. CTS shall retain all fares collected from passengers using its services. CTS is free to establish such fares as it deems appropriate for passengers riding on its vehicles with Jefferson Transit's advanced approval which shall not be unreasonably withheld. Neither party shall be required to pay consideration or compensation to the other party in performance of this agreement.
6. Freight: CTS shall not carry intercounty freight or other personal property of any kind in performance of this agreement, provided however, that passengers may carry individual handbags, backpacks, hand-carried parcels, and luggage.
7. Miscellaneous: The parties agree that all parts and phases of their respective operations are separate and distinct from those of the other party, and the intention of this agreement is only to provide convenient and efficient service between Clallam and Kitsap Counties via Jefferson County. Beyond route map and schedule information available to the public, CTS shall not actively promote the use of its services for trips made to or from Jefferson County. Due to the designation of this service as "Commuter Bus" service, no complimentary ADA paratransit service is required. CTS shall be responsible for its own operations, drivers, equipment, insurance, budget, fares, receipts, and all other matters incidental to the provision of public transportation. CTS agrees to be solely responsible for any injury, death, or property damage caused by its operation or equipment, and to indemnify and hold harmless Jefferson Transit there for.
8. Conditions: The parties acknowledge that each entity contracts for financial assistance with the U.S. Department of Transportation and the Washington State Department of Transportation, and that this and all other agreements are subject to the provisions of these financial assistance contracts. To the extent applicable, any such financial assistance contracts are incorporated herein by this reference as if set forth in full, copies of which are available at the respective offices of the parties hereto. This agreement is further subject to compliance with all other applicable provisions of state and federal laws.
9. Termination: This agreement may be terminated at any time for any reason by either party giving the other party at least ninety (90) days prior written notice, or by operation of law, or immediately if it is determined by the terminating party that the continuation of this agreement may violate applicable state or federal law.
10. Severance: If any provisions of this agreement be adjudged to be invalid for any reason, such adjudication shall not affect the validity of other provisions of this agreement.

IN WITNESS THEREOF, the parties hereunto set their hands the day and year first written above.

**Jefferson County Public Transportation
Area, d/b/a Jefferson Transit Authority**

**Clallam County Public
Transportation Area, d/b/a Clallam
Transit System**

By: 
Tammi Rubert, General Manager

By: _____
Genaveve Starr, Chair

Date: 4.19.17

Date: _____

JEFFERSON TRANSIT / CLALLAM TRANSIT INTERLOCAL AGREEMENT - ATTACHMENT A - SCHEDULE

Proposed Schedule Effective June 17, 2017							
Route 123 - The Strait Shot				PORT ANGELES TO BAINBRIDGE ISLAND FERRY TERMINAL			
Gateway TC	Arrive Sequim TC	Leave Sequim TC	US101 @ Jamestown	Discovery Bay	North Viking P&R	SR305 @ Suquamish Way	Bainbridge Island Ferry Terminal
EASTBOUND - WEEKDAY							
7:25	7:55	8:00	8:10*	8:25*	8:55*	9:05*	9:25
5:30	6:00	6:05	6:15*	6:30*	7:00*	7:10*	7:30
EASTBOUND - SATURDAY							
7:25	7:55	8:00	8:10*	8:25*	8:55*	9:05*	9:25
4:15	4:45	4:50	5:00*	5:15*	5:45*	5:55*	6:15
EASTBOUND - SUNDAY							
3:15	3:45	3:50	4:00*	4:15*	4:45*	4:55*	5:15
Bus stops only at stops listed on timetable. No other stops served.							
*Bus will leave immediately upon arrival -- up to 5 minutes earlier than time shown above							

Route 123 - The Strait Shot								BAINBRIDGE ISLAND FERRY TERMINAL TO PORT ANGELES							
Bainbridge Island Ferry Terminal	SR305 @ Suquamish Way	Arrive North Viking P&R	Leave North Viking P&R	Discovery Bay	US101 @ Jamestown	Sequim TC	Gateway TC								
WESTBOUND - WEEKDAY															
10:20	10:30*	10:45	10:50	11:20*	11:33*	11:45*	12:15								
8:10	8:20*	8:35	8:40	9:10*	9:23*	9:33*	9:59								
WESTBOUND - SATURDAY															
10:20	10:30*	10:45	10:50	11:20*	11:33*	11:45*	12:15								
7:10	7:20*	7:35	7:40	8:10*	8:23*	8:33*	8:59								
WESTBOUND - SUNDAY															
6:15	6:25*	6:40	6:45	7:15*	7:28*	7:38*	8:10								
Bus stops only at stops listed on timetable. No other stops served.															
*Bus will leave immediately upon arrival -- up to 5 minutes earlier than time shown above															
In case of ferry delays, proceed directly to bus. Bus will depart 10 minutes after ferry arrives.															

CTS ROUTE 123 – APPROVED FARE SCHEDULE

One-way fare, per boarding

\$10 – Adult

\$5 – Children aged 0-19

\$5 – RRFH holders

\$5 – CTS Monthly Pass holders

\$5 – Peninsula College CTS Pass holders

No transfers, day passes, ORCA cards, or passes issued by other agencies accepted.