

Charlottesville-Albemarle Metropolitan Planning Organization

POB 1505, 401 E. Water St, Charlottesville, VA 22902 www.tjpdc.org (434) 979-7310 phone • (434) 979-1597 fax • info@tjpdc.org email

## **By-Laws: Regional Transit Partnership**

Approved January 24, 2019 Amended August 22 October 24<sup>th</sup>, 2019

Article I - Name and Authority

Section 1. The name of this committee shall be known as Regional Transit Partnership, hereinafter called the PARTNERSHIP.

Section 2: The PARTNERSHIP shall have such authority as prescribed in a Memorandum of Understanding (MOU) to review and recommend opportunities for improved communication, coordination and collaboration on transit matters for the Charlottesville-Albemarle Urbanized Area between the Metropolitan Planning Organization, hereinafter referred to as the MPO; the City of Charlottesville, acting as a local unit of government and as one of the local transit operators, hereinafter referred to as the CITY; the County of Albemarle, acting as a local unit of government, hereinafter referred to as the COUNTY; JAUNT Inc, a public corporation, hereinafter referred to as JAUNT; the University of Virginia, hereinafter referred to as UVA, with JAUNT\_and Charlottesville Area Transit\_and UVA together hereinafter referred to as the PUBLIC TRANSIT OPERATORS; the Thomas Jefferson Planning District Commission, serving as planning and administrative staff to the MPO, hereinafter referred to as the TJPDC; and the Department of Rail and Public Transportation, hereinafter referred to as the DEPARTMENT.

Section 3: The Partnership draws its legitimacy from the MOU and is only limited by activities explicitly excluded in the MOU.

Section 4: Transit Providers:

- Charlottesville Area Transit (CAT): Is a transit provider within the Government of the City of Charlottesville. CAT provides regional fixed route transit to the urbanized areas of the Charlottesville Albemarle MPO
- JAUNT Inc.: Is a demand response, paratransit and rural transit provider that provides services in both the urban and rural areas within and surrounding Charlottesville. Paratransit service is provided in both urban and rural areas. Demand Response is provided in urban and rural areas. Rural transit service provides services bringing people into and out of the urban areas.
- <u>UVA: Is a private operator of public transportation service on the grounds of the University of Virginia</u> and immediately adjacent city and county roads.

#### **Article II - Purpose**

Section 1. The PARTNERSHIP, serves as an official advisory board to provide recommendations to decisionmakers on transit-related matters. There are four main goals of the PARTNERSHIP:

- a. **Establishing Strong Communication:** The PARTNERSHIP will provide a long-needed venue to exchange information and resolve transit-related matters.
- b. **Ensuring Coordination between Transit Providers:** The PARTNERSHIP will allow transit providers a venue to coordinate services, initiatives and administrative duties of their systems.

Formatted: Superscript

- c. Set the Regions Transit Goals and Vision: The PARTNERSHIP will allow local officials and transit staff to work together with other stakeholders to craft regional transit goals. The RTP will also provide, through MPO staff and updates of the Transit Development Plans (TDPs), opportunities for regional transit planning.
- d. **Identify Opportunities:** The PARTNERSHIP will assemble decision-makers and stakeholders to identify opportunities for improved transit service and administration, including evaluation of a Regional Transit Authority (RTA.)

The PARTNERSHIP will be an advisory board that provides recommendations to CAT, JAUNT, and stakeholders, which include City and County officials, as well as other institutions, such as the University of Virginia (UVA). As this is a regional effort that focuses on the Charlottesville-Albemarle Metropolitan Planning Area (MPA), the CA-MPO will staff and maintain the PARTNERSHIP. The CA-MPO is also responsible for federal funding to CAT and JAUNT, through the Transportation Improvement Program (TIP) process.

## **Article III - Membership**

- Section 1: The voting membership of the Partnership shall be as follows:
  - Two representatives from and appointed by, the Charlottesville City Council
  - Two representatives from and appointed by, the Albemarle Board of Supervisors
  - Two representatives from the JAUNT Corporation Board --one urban & one rural representative with at no time having both serve from the same governmental jurisdiction.
  - One representative of the Department of Rail and Public Transportation (DRPT)
  - One representative of the University of Virginia

Section 2. The nonvoting membership of the PARTNERSHIP should be composed of one (1) representative each, designated by and representing CA-MPO staff, RideShare, CAT staff, Charlottesville's Transit Advisory Board, JAUNT staff, UTS staff, Greene County Transit, Martha Jefferson Hospital, UVA Hospital, Charlottesville School System, Albemarle School System, Piedmont Virginia Community College, staff from both the City and County Executive Offices, Regional Environmental Entity- Piedmont Environmental Council, Southern Environmental Law Center, and the Charlottesville Area Chamber of Commerce.

Section 3. The PARTNERSHIP may recommend additional voting or nonvoting membership to the PARTNERSHIP as is deemed necessary to carry out its duties.

Section 4. Appointments to the PARTNERSHIP shall be filled by persons trained and knowledgeable in transportation planning or who, by their positions have an interest and responsibility in transportation planning.

Section 5. In order to provide continuity in the PARTNERSHIP's actions, it is recommended that each member serve for a two-year term and may be reappointed for successive terms.

Section 6. Any member of the PARTNERSHIP who wishes to designate an alternate to serve in his or her absence may do so by submitting the name of that individual to the Chair of the PARTNERSHIP in advance of the meeting. An alternate may vote only in the absence of the regular member he or she represents.

Section 7. Whenever any voting member fails to attend three (3) consecutive meetings without good reason, the Chair of the PARTNERSHIP shall seek to determine the cause of the absence and whether the appointing authority wishes the delinquent member to be the representative on the PARTNERSHIP.

# Article IV - Officers

Section 1. The officers of the PARTNERSHIP shall consist of a chair and vice-chair.

Section 2. The chair and vice-chair shall be elected by and from the membership of the PARTNERSHIP, shall serve for one year or until their successors are elected, and shall be eligible for reelection.

Section 3. The election of officers shall be held at PARTNERSHIP's first meeting after July 1 of each year and those members elected to office shall assume their duties at the conclusion of the meeting during which the election is held. A majority vote shall be required for election to any office.

Section 4. The MPO staff shall prepare and maintain a permanent written record of all PARTNERSHIP proceedings, and shall transmit a copy of the minutes of each PARTNERSHIP meeting to each member prior to the next regular meeting.

#### Article V - Meetings

Section 1. The PARTNERSHIP shall establish a regular date and place for its meetings. The Chair and Vice Chair may establish an alternate meeting date to substitute for conflicts caused by holidays and any emergency reasons. Members will be notified in advance of a rescheduled meeting. The Chair may also call a special meeting or cancel a regular meeting. Consecutive regular meetings cannot be canceled.

Section 2. A quorum shall consist of one-half of the voting representatives of the PARTNERSHIP and shall include at least one representative from both CITY, COUNTY and JAUNT. Vacancies shall not be considered in the establishment of a quorum.

Section 3. The agenda for each PARTNERSHIP shall be prepared jointly between the Chair, Vice Chair and the MPO staff. The agenda will be mailed one week prior to the next meeting.

Section 4. Parliamentary authority for PARTNERSHIP proceedings not otherwise specified by these bylaws shall be Robert's Rules of Order, Revised.

### Article VI - Amendment

Section 1. These bylaws may be amended by a two-thirds vote of those members present provided that a quorum is present. Proposed changes in the bylaws shall be transmitted to each voting member at least 10 days prior to the meeting when the voting will be conducted.

#### Article VII -

Section 1. These bylaws shall become effective immediately upon ratification by a majority vote of the PARTNERSHIP.

**Commented [JB1]:** Rebecca stated that they had reviewed this item and DO NOT want to add UVA as one of the entities that must be present in order to reach quorum.