2021 RESOURCE MANUAL

Version 2.3

PENINSULA RTPO

Serving the communities of the
Clallam-Jefferson-Kitsap-Mason County Region

PRTPO.org

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

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PENINSULA RTPO

2021 Resource Manual Addenda

2021 Resource Manual Addenda

Version 2.1 Updates:

- Update to 2021 Executive Board representatives
- Update to 2021 Technical Advisory Committee representatives
- Replaced UPWP with adopted SFY 2022-2023 UPWP
- Replaced 2014 Public Participation Plan with 2021 Public Participation Protocols
- Replaced 2015 Title VI Plan with 2021 plan; added FFY 2020 Title VI Annual Report and Approval Letter
- Replaced original Procurement Policy with amended policy
- Added new resources under PRTPO Administrative Documents to include all approved Resolutions and PRTPO's Funding Agreement with WSDOT
- Added new section called Finance and added 2021 Contracts, Audit Report, and SFY 2021 Invoices
- Updated reference and link to the 2021 amendment of HSTP
- Minor rearrangement of some elements to accommodate new entries

Version 2.2 Updates

- Replaced SFY 2020 UPWP Annual Report with SFY 2021 Annual Report
- Replaced 2020 Title VI Annual Report with 2021 Annual Report

Version 2.3 Updates

- Updated Executive Board and TAC membership rosters
- Updated Lead Planning Agency, Fiscal Agent, and Legal Services agreements
- Added new agreement with Kitsap Transit for HSTP administration services
- Added new UPWP Development policy
- Added five new resolutions to Resolution section
- Replaced 2021-2026 RTIP with adopted 2022-2027 RTIP

2021 PRTPO Members

2021 PRTPO Members

PRTPO Members

Clallam County
Jefferson County
Kitsap County
Mason County

Bainbridge Island
Bremerton
Forks
Port Angeles
Port Orchard
Port Townsend
Poulsbo
Sequim
Shelton

Clallam Transit
Jefferson Transit
Kitsap Transit
Mason Transit

Port of Allyn
Port of Bremerton
Port of Port Angeles
Port of Shelton

WSDOT Olympic Region

Jamestown S'Klallam Tribe
Lower Elwha Klallam Tribe
Makah Nation
Squaxin Island Tribe
Skokomish Tribe



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2021 Executive Committee

2021 Officers

Executive Board Chair:
Bek Ashby, Port Orchard City Council
360.731.0778 | bashby@cityofportorchard.us

Executive Board Vice-Chair:
Randy Neatherlin, Mason County Commissioner
360.427.9670 x419 | randyn@co.mason.wa.us

Executive Board Secretary:
Tammi Rubert, Jefferson Transit Authority
360.385.3020 / trubert@jeffersontransit.com

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2021 Executive Board

PRTPO 2021 Executive Board Appointments [11.01.21]

Member Agency	Representative		Alternate	
Clallam County	Bill Peach	bpeach@co.clallam.wa.us	Steve Gray	sgray@co.clallam.wa.us
Jefferson County	Kate Dean	kdean@co.jefferson.wa.us	Monte Reinders	mreinders@co.jefferson.wa.us
Kitsap County	Rob Gelder	rgelder@co.kitsap.wa.us	Andrew Nelson	anelson@co.kitsap.wa.us
Mason County	Randy Neatherlin	randyn@co.mason.wa.us	Kevin Shutty	Kshutty@co.mason.wa.us
Bainbridge Island	vacant		vacant	
Bremerton	Andrea Archer Parson	andrea.archer-parsons@ci.bremerton.wa.us	Shane Weber	shane.weber@ci.bremerton.wa.us
Forks	John Hillcar	johnh@forkswashington.org	Paul Hampton	paulh@forkswashington.org
Port Angeles	Lindsey Schromen-Wawrin	LSWawrin@cityofpa.us	Brendan Meyer	Bmeyer@cityofpa.us
Port Orchard	Bek Ashby	bashby@cityofportorchard.us	Rob Putaansuu	rputaansuu@cityofportorchard.us
Port Townsend	Ariel Speser	aspeser@cityofpt.us	David Faber	dfaber@cityofpt.us
Poulsbo	Ed Stern	estern@cityofpoulsbo.com	Michael Bateman	mbateman@cityofpoulsbo.com
Sequim	Rachel Anderson	randerson@sequimwa.gov	Matt Klontz	mklontz@sequimwa.gov
Shelton	Deidre Peterson	DPeterson@ci.shelton.wa.us	Joe Schmit	jschmit@ci.shelton.wa.us
Clallam Transit	Brendan Meyer	Bmeyer@cityofpa.us	Kevin Gallacci	keving@clallamtransit.com
Jefferson Transit	Tammi Rubert	trubert@jeffersontransit.com	Sara Crouch	scrouch@jeffersontransit.com
Kitsap Transit	John Clauson	JohnC@kitsaptransit.com	Steffani Lillie	SteffaniL@kitsaptransit.com
Mason Transit	Amy Asher	aasher@masontransit.org	Mike Ringgenberg	mringgenberg@masontransit.org
Port of Allyn	Ted Jackson	tjackson@portofallyn.com		
Port of Bremerton	Gary Anderson	garya@portofbremerton.org	Cary Bozeman	caryb@portofbremerton.org
Port of Port Angeles	Chris Hartman	chrish@portofpa.com	Connie Beauvais	connieb@portofpa.com
Port of Shelton	Dick Taylor	dickt@portofshelton.com	Sue Patterson	suep@portofshelton.com
Hoh Tribe	Invited			
Jamestown S'Klallam Tribe	Wendy Clark-Getzin	wclark@jamestowntribe.org	Jessica Payne	jpayne@jamestowntribe.org
Lower Elwha Klallam Tribe	Chris Grewell	Chris.Grewell@elwha.org	Carol Brown	Carol.Brown@Elwha.org
Makah Tribe	Tricia DePoe	tricia.depoe@makah.com	Bud Denney	bud.denney@makah.com
Port Gamble S'Klallam Tribe	Invited			
Quileute Tribe	Invited			
Skokomish Tribe	Marty Allen	marty@skokomish.org	Michael Pegarsch	mpegarsch@skokomish.org
Squaxin Island Tribe	Tracy Parker	tparker@squaxin.us	Penni Restivo	prestivo@squaxin.us
Suquamish Tribe	Invited			
WSDOT Olympic Region	Gaius Sanoy	sanoyg@wsdot.wa.gpv	Dennis Engel	engeld@wsdot.wa.gov

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2021 Technical Advisory Committee

PRTPO Organizational Overview

PRTPO 2021 Technical Advisory Committee Appointments [11.01.21]

Member Agency	Representative		Alternate	
Clallam County	Steve Gray	sgray@co.clallam.wa.us	Joe Donisi	jdonisi@co.clallam.wa.us
Jefferson County	Vacant			
Kitsap County	David Forte	dforte@co.kitsap.wa.us	Melissa Mohr	mmohr@co.kitsap.wa.us
Mason County	Dave Smith	dnsmith@co.mason.wa.us		
Bainbridge Island	Vacant			
Bremerton	Andrea Archer Parson	andrea.archer-parsons@ci.bremert	Shane Weber	shane.weber@ci.bremerton.wa.us
Forks	John Hillcar	johnh@forkswashington.org	Paul Hampton	paulh@forkswashington.org
Port Angeles	Jonathan Boehme	jboehme@cityofpa.us	Chris Bruning	cbruning@cityofpa.us
Port Orchard	Bek Ashby	bashby@cityofportorchard.us		
Port Townsend	David Peterson	dpeterson@cityofpt.us		
Poulsbo	Michael Bateman	mbateman@cityofpoulsbo.com		
Sequim	Matt Klontz	mklontz@sequimwa.gov		
Shelton	Ken Gill	KGill@ci.shelton.wa.us		
Clallam Transit	Mike Oliver	mikeo@clallamtransit.com		
Jefferson Transit	Sara Crouch	scrouch@jeffersontransit.com	Jayme Brooke	jbrooke@jeffersontransit.com
Kitsap Transit	Steffani Lillie	SteffaniL@kitsaptransit.com	Jeff Davidson	JeffDa@kitsaptransit.com
Mason Transit	Amy Asher	aasher@masontransit.org	Mike Ringgenberg	mringgenberg@masontransit.org
Port of Allyn	Ted Jackson	tjackson@portofallyn.com		
Port of Bremerton	Fred Salisbury	freds@portofbremerton.org		
Port of Port Angeles	Chris Hartman	chrish@portofpa.com	Jesse Waknitz	jessew@portofpa.com
Port of Shelton	Dick Taylor	dickt@portofshelton.com	Sue Patterson	suep@portofshelton.com
Hoh Tribe	Invited			
Jamestown S'Klallam Tribe	Wendy Clark-Getzen	wclark@jamestowntribe.org	Jessica Payne	jpayne@jamestowntribe.org
Lower Elwha Klallam Tribe	Chris Grewell	Chris.Grewell@Elwha.org	Carol Brown	Carol.Brown@Elwha.org
Makah Tribe	Jeff Bartlett	Jeff.Bartlett@Makay.com	David Lucas Jr.	Dave.Lucas@Makah.com
Port Gamble S'Klallam Tribe	Invited			
Quileute Tribe	Invited			
Skokomish Tribe	Marty Allen	marty@skokomish.org	Michael Pegarsch	mpegarsch@skokomish.org
Squaxin Island Tribe	Tracy Parker	tparker@squaxin.us	Penni Restivo	prestivo@squaxin.us
Suquamish Tribe	Invited			
WSDOT Olympic Region	Dennis Engel	engeld@wsdot.wa.gov	Theresa Turpin	turpint@wsdot.wa.gov

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2021 Meeting Schedules

PRTPO 2021 MEETING SCHEDULE

PRTPO.org

EXECUTIVE BOARD 2021 Meeting Schedule

February 19
April 16
June 18
August 20
October 15
December 17

The Executive Board meets on the 3rd Friday of alternating months from 10:00 – 12:00, beginning in February

TECHNICAL ADVISORY COMMITTEE 2021 Meeting Schedule

January 21
March 18
May 20
July 15
September 16
November 18

The TAC meets on the 3rd Thursday of alternating months from 10:00 – 12:00, beginning in January

Note: At this time we are planning these as online meetings. We will monitor conditions as they evolve and adapt to in-person meetings when deemed safe. PRTPO will continue to offer remote meeting access even after we return to meeting in purpose, to minimize impacts that time and distance have on regional participation.

Agenda packets are sent out one week before meetings, at which time they are also available for download from the Meetings page of the PRTPO website.

Broadening our communication outreach.
Do you know someone who would benefit from occasional updates on PRTPO activities? Let us know. Several members have identified staff and other colleagues to receive updates when we send out information. If you know someone we should add to our general information list, please send us a name and email address.

Your PRTPO Coordinators:

Thera Black | 360.878.0353 | TheraB@PeninsulaRTPO.org

Edward Coviello | 360.824.4919 | EdwardC@KitsapTransit.com

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PRTPO Staff Support

PRTPO Staff Support

PRTPO Coordinator
Thera Black
360.878.0353 | TheraB@PeninsulaRTPO.org

Lead Planning Agency
Edward Coviello
Transportation and Land Use Planner, Kitsap Transit
360.824.4919 | EdwardC@kitsaptransit.com

Mailing Address
PRTPO c/o Kitsap Transit
60 Washington Avenue, Ste 200
Bremerton, WA 98337

Website
www.PRTPO.org

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By-laws

Bylaws for the Peninsula Regional Transportation Planning Organization

Original Adoption:	September 20, 2013
Amendments:	November 20, 2015
	January 18, 2019
	June 21, 2019

Biennial Review Completed:	June 18, 2021
Next scheduled review:	*June 2023*



BYLAWS

for the

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

1. Organization

The Peninsula Regional Transportation Planning Organization (PRTPO) was established in 1990 through an Interlocal Agreement (ILA) to encompass the territory physically lying within the counties of Clallam, Jefferson, Kitsap and Mason Counties as authorized by chapter 47.80 RCW and chapter 468-86 WAC.

2. Membership

A. Voting membership

Any entity that is authorized by the ILA to execute and has executed the Interlocal Agreement or any amendment thereof, shall be a voting member of the PRTPO. The term "member" as used in this ILA shall refer to the entity itself and not the representative or alternate of the member. Following the initial execution of the Interlocal Agreement, new voting members may be added upon approval of the Executive Board as provided herein.

An entity seeking to become a voting member after September 30, 2019 shall submit a letter of application to the Chair stating the rationale for membership. The Chair shall consult with the other officers to consider whether the membership request furthers the purpose of the PRTPO and to verify that voting membership is open to the entity as provided in the ILA. The Chair shall present this information and make a recommendation to the Executive Board at a regular meeting. Membership requests require a vote of the Executive Board.

Any federally recognized tribe that holds reservation or trust lands within the PRTPO planning area and is not already a voting member shall be invited to execute the ILA and become a voting member when the composition of PRTPO Executive Board is modified in the ILA or every two years following the execution of this ILA.

B. Nonvoting membership

Entities that are not authorized to become voting members of the PRTPO may become nonvoting members as provided herein.

An entity seeking to become a nonvoting member shall submit a letter of application to the Chair of the Executive Board stating the rationale for membership. The Chair shall consult with the other officers to consider whether the entity may provide useful perspectives to regional transportation planning. The Chair shall present this information and make a recommendation to the Executive Board at a regular meeting. Membership requests require a vote of the Executive Board.

Washington legislators whose districts are wholly or partially within the PRTPO boundary are automatically considered ex officio nonvoting members.

C. Representatives

Members shall designate representatives to attend meetings on their behalf and to vote on behalf of the voting member. All representatives must have authority to speak for the entity. Members must submit a letter naming the designated representative and up to two alternates. Letters from voting members shall specifically authorize the representative and alternate(s) to vote on the member's behalf. Representatives may be changed at any time upon written notice to the Executive Board.

D. Responsibilities

All members, representatives, and alternates must be fully engaged in the activities of the PRTPO. Representatives/alternates are expected to regularly attend, prepare for, and actively participate in scheduled meetings and in other special meetings and committees as appropriate. It is important that all members and their representatives/alternates maintain a regional perspective on matters coming before the Executive Board and work within a collegial atmosphere that strives for informed consensus in all of its decisions while respecting the viewpoints of others. Representatives/alternates are responsible for conveying pertinent information discussed or presented at meetings back to their respective entities for information or action.

3. <u>The Executive Board</u>

A. Purpose and responsibility

The Executive Board shall constitute the decision-making body of the PRTPO and shall direct, operate and set the transportation policy goals of the PRTPO. It shall be composed of one representative from each voting member. The Executive Board shall comply with all applicable local, state and federal laws.

B. The Officers

The Executive Board shall have at least three officers: Chair, Vice Chair, and Secretary.

i. The Chair

The Chair shall preside at all meetings, approve the agenda for the meetings, call special meetings, and set the time and place of meetings in consultation with the membership. In addition, the Chair has authority to establish committees and their membership for the purpose of making recommendations on the budget and making recommendations to the Executive Board on policy issues and other matters being addressed by the Executive Board.

ii. The Vice Chair

The Vice Chair shall serve in the Chair's absence.

iii. The Secretary

The Secretary shall serve in the absence of the Chair and Vice Chair. The Secretary will also ensure that the agenda and meeting minutes are distributed and published on the PRTPO website.

iv. Officer elections

Officers positions are for two-year terms. Officers shall be elected during the first meeting of each calendar year in which a position is open. Prior to the first meeting of the calendar year, the Chair shall solicit nominations in writing from all the voting members. At the first meeting, the presiding Chair shall present the slate of nominees to be considered for each position and take nominations from the floor. The newly elected officers shall take office at the close of the meeting at which they were elected. Officers may serve no more than two consecutive terms in the same office. In the event there is a vacancy prior to the expiration of a term, the Executive Board shall elect a new officer to serve the unexpired portion of the term.

C. Executive Committee

The officers may function as an executive committee to make recommendations to the Executive Board on matters relating to the budget, the work program, or other policy issues as requested by the Executive Board, including the establishment of procedures and policies. Such procedures and policies may relate, but are not limited, to, procurement, processing of invoices, making disbursements, drafting and adoption of the Unified Planning Work Program and Budget, and code of conduct. The Executive Committee may also approve expenditures and reimbursements that are authorized by the budget, are within the approved budget, and are consistent with any authorizing contract.

D. Executive Board meetings

Executive Board meetings are held in accordance with the schedule set by the Executive Board at the last meeting of each year for the following year. The Secretary shall ensure that official minutes are taken for each meeting and approved by the Executive Board. Notices of meetings and draft agendas shall be sent to all representatives and alternates, and published on the website, at least 5 business days prior to the date of the meetings.

The Chair may call a special meeting and provide notice to all Executive Board representative and alternates by telephone or email. When email notice is used, the notice must be sent at least 5 business days prior to the meeting and a quorum must respond affirmatively to the notice at least 3 business days. The notice for a special meeting must

include the date, time, location and the specific agenda item(s) to be addressed.

Robert's Rules of Order will be observed at all meetings

E. Executive Board quorum

A quorum is required to conduct any business of the Executive Board. A quorum will consist of the presence of a majority of voting members, so long as all of the following occurs:

i. Two members are from within the boundaries of at least 3 of the 4 counties.
ii. One of the two members described in (i) must be a duly elected representative.
iii. One tribe is represented.
iv. Two counties and two cities are represented.

Each voting member shall be given one vote regardless of how many representatives and alternates are present. The Chair will determine if a quorum exists prior to any action item and the presence of a quorum will be reflected in the meeting minutes. Exhibit A attached hereto is a list of all members who have executed the Interlocal Agreement. Exhibit A shall be automatically updated upon the addition of a new voting member without the need to amend these Bylaws.

F. Executive Board voting

A simple majority vote of the quorum is required for approval of an action. Any vote can be taken by voice, raising of hands, roll call (yeas and nays) or other means. Any member present during the vote, whether voting or nonvoting, may request that the vote be taken in such a way as to verify that a majority vote has occurred.

4. Transportation Policy Board

A. Purpose and responsibility

The purpose of the Transportation Policy Board (Policy Board) is to provide transportation policy advice to the Executive Board as requested, in accordance with RCW 47.80.040.

B. Policy Board membership

The Policy Board shall be comprised of both voting and nonvoting members of the PRTPO on a voluntary basis or as requested by the Executive Board.

C. Policy Board meetings

Meetings of the Policy Board shall occur concurrently with the Executive Board, provided that voting on PRTPO business occurs solely by the Executive Board.

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5. Technical Advisory Committee

A. Purpose and responsibility

The Technical Advisory Committee (TAC) is a standing committee and advisory body whose purpose is to provide technical guidance to the Executive Board on policy and programs relating to regional transportation issues. The Executive Board shall provide direction to TAC regarding the TAC work plan for the year.

B. TAC membership

The TAC shall be comprised of both voting and nonvoting members of the PRTPO on a voluntary basis or as requested by the Executive Board. Representatives that sit on the TAC shall be the State Transportation Improvement Program contact for their member.

The TAC shall have two officers, Chair and Vice Chair. Those representatives eligible to serve as Chair and Vice Chair are those with members on the Executive Board. TAC officers shall serve two-year terms and no more than two consecutive terms in the same office. Elections shall occur during the first TAC meeting of the calendar year in which officer positions are open.

C. TAC Meetings

TAC meetings shall be held in accordance with the yearly schedule set by the TAC at the last TAC meeting of the calendar year. A quorum is required to conduct any business of the TAC and a quorum will consist of the presence of a majority of voting members. Only those members who are also voting members of the Executive Board shall have authority to vote on TAC recommendations and each member shall only have one vote regardless of how many representatives are present. The TAC shall nevertheless strive for consensus to move issues forward to the Executive Board.

6. The Lead Planning Agency

A. Appointment

The Executive Board will appoint a Lead Planning Agency (LPA) for the PRTPO by resolution. The LPA will act on behalf of the Executive Board and only as directed by the Executive Board.

The LPA may be changed at any time, provided that all voting members have been given a minimum of 30 days' notice of the proposed change, and that the LPA or Executive Board has been given at least 6 months' notice to allow for orderly transition.

B. Duties of the LPA

The LPA shall perform such duties as required by RCW 47.80.023 and as assigned by the

Executive Board within the limits of available funding. Regular duties shall include, but are not limited to, providing staff support to the Executive Board, the Policy Board and the TAC; developing and implementing the Unified Planning Work Program (UPWP), the Regional Transportation Plan (RTP), the Regional Transportation Improvement Program (RTIP), and the Human Services Transportation Plan (HSTP); preparing a biennial or annual budget; providing regular budget reports to the Executive Board; hiring, supervising, and administering contract personnel as directed by the Executive Board; and providing information, data inventories, and services as may be necessary to carry out the purpose of the PRTPO.

The LPA is also authorized to apply for any federal, state or private funding of any nature that may be available to assist the PRTPO in carrying out its goals and policies. Any funds obtained may be used for, but not limited to, services under contract for a fee to member agencies as long as such services are within the authority of the Executive Board to obtain.

7. Fiscal Agent

A. Appointment

The Executive Board will appoint a Fiscal Agent for the PRTPO by resolution. The Fiscal Agent will act on behalf of the Executive Board and only as directed by the Executive Board.

The Fiscal Agent may be changed at any time, provided that all voting members have been given a minimum of 30 days' notice of the proposed change and that the Fiscal Agent or Executive Board has been given at least 6 months' notice to allow for orderly transition.

B. Duties of the Fiscal Agent.

The Fiscal Agent shall perform such duties as assigned by the Executive Board within the limits of available funding. Regular duties shall include, but are not limited to, keeping charge, care and custody of all funds of the PRTPO in accordance with its full legal fiduciary duty to the PRTPO; keeping correct and complete financial books and records of accounts; collecting and disbursing funds in accordance with the UPWP and the Budget; and performing such other financial duties as may be assigned by the Executive Board.

8. Unified Planning Work Program and Budget

The purpose of the UPWP is to demonstrate adherence to the state minimum planning standards, to document the planning work, and to produce a plan that will provide a foundation for establishing a budget and funding agreement with WSDOT. The Executive Board shall develop and adopt either a two-year UPWP and Budget or an annual UPWP and Budget. The choice shall be at the Executive Board's discretion. Where the UPWP and Budget cover two years, both shall be reviewed and adjusted as necessary at least once in the two-year period.

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A. UPWP

The LPA shall prepare a draft UPWP as directed by the Executive Board. The UPWP shall be prepared in conformance with the UPWP Guidance from WSDOT and any policies and procedures adopted by the Executive Board.

B. Budget

The LPA shall prepare a draft Budget as directed by the Executive Board. The Budget shall be developed in accordance with the mission of the PRTPO as expressed in the UPWP and shall be based on WSDOT allocations and other revenues at a level of detail that correlates to UPWP tasks.

The Executive Board shall approve a final budget. No increase or decrease to the final budget shall occur without approval of the Executive Board. Status reports on the budget shall be provided to the Executive Board on a regular basis by the LPA.

9. Contract Services

The Executive Board may contract with member agencies, jurisdictions, tribal entities and/or other organizations to provide or secure services, so long as these contracts support the overall mission, roles, and function of the PRTPO, are consistent with the UPWP, and are consistent with procurement policies adopted by the Executive Board. The Executive Board shall also ensure that there are adequate resources to undertake and complete the work.

The Executive Board Chair is authorized to sign and execute contracts/agreements following approval by the Executive Board. The voting procedure of the Executive Board is covered in Section 3.

10. Open public meetings

To ensure appropriate notice, public involvement, and effective regional decision-making, all meetings of the PRTPO, and each committee or board thereof, will be conducted consistent with the requirements of the Washington Open Public Meetings Act, chapter 42.30 RCW.

11. Public records and records retention

The PRTPO shall maintain books, records, documents and other materials relevant to the operation of the PRTPO for a period of six years following the termination of this Agreement or such longer period as may be required by law and any litigation under this Agreement.

PRTPO records shall be subject to inspection, review and audit by the public in accordance with the Public Records Act, chapter 42.56 RCW, by members of the PRTPO, and by the Washington State Auditor's Office. Should any member require copies of any records, they agree to pay the costs thereof. The LPA shall serve as the PRTPO public records officer.

12. Claims

Any claim for damages made under chapter 4.96 RCW shall be filed with the LPA at:

Kitsap Transit
Clerk of the Board
60 Washington Avenue Suite 200
Bremerton, Washington 98337

Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided to each member of the Executive Board.

13. Bylaw Review and Amendments

These bylaws will be reviewed at least every two years. Any amendments to the bylaws maybe approved by two thirds majority of the voting members present. Proposed changes shall be presented one meeting prior to the meeting at which action by the Executive Board will be taken.

These Bylaws are hereby ADOPTED by motion of the Peninsula Regional Transportation Planning Organization on the 21st day of June, 2019 at Sequim, Washington.

Peninsula Transportation Planning Organization

Annette Nesse

Annette Nesse, PRTPO Chair

Original adoption: September 20, 2013
Amendments: November 20, 2015
January 18, 2019
June 21, 2019

EXHIBIT A

Membership for Determining a Quorum for Executive Board Business

Clallam	Jefferson	Kitsap	Mason	Tribes
Clallam County	Jefferson County	Kitsap County	Mason County	Jamestown S'Klallam Tribe
City of Forks	City of Port Townsend	City of Bainbridge Island	City of Shelton	Lower Elwha Klallam Tribe
City of Port Angeles	Jefferson Transit Authority	City of Bremerton	Port of Allyn	Makah Tribe
City of Sequim		City of Port Orchard	Port of Shelton	Skokomish Indian Tribe
Port of Port Angeles		City of Poulsbo	Mason Transit Authority	Squaxin Island Tribe
Clallam Transit System		Port of Bremerton		
		Kitsap Transit		

Quorum requirements from Section 3(E) of the Bylaws:

i. Two members must be from within county boundaries of at least 3 of the 4 counties.
ii. One of the two members described in (i) must be a duly elected representative.
iii. One tribe is represented.
iv. Two counties and two cities are represented.

Interlocal Agreement

INTERLOCAL AGREEMENT

for the

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

THIS AGREEMENT is made and entered into by and between the undersigned public agencies to establish and jointly participate in the Peninsula Regional Transportation Planning Organization (PRTPO), pursuant to provisions of the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, and the Growth Management Act, chapters 36.70A and 47.80 RCW.

Recitals

WHEREAS, the undersigned public agencies recognize the need and desirability to participate in a forum for cooperative decision making by elected officials of said agencies in order to implement a comprehensive regional transportation planning process; and

WHEREAS, the undersigned public agencies adopt transportation plans; and

WHEREAS, the Growth Management Act authorizes establishment of Regional Transportation Planning Organizations through the voluntary association of local governments within a county, or geographically contiguous counties; and

WHEREAS, it is the belief of the undersigned public agencies that state and regional transportation planning should receive policy direction from all affected governments and special purpose districts and major employers; and

WHEREAS, the undersigned public agencies are authorized and empowered to enter into this agreement pursuant to RCW 47.80.020 and chapter 39.34 RCW; and

WHEREAS, the undersigned public agencies recognize that the Interlocal Agreement (ILA) establishing the PRTPO in 1990 needs to be reviewed and updated to conform to current law and practices, and that now is an opportune time given the impending change of the Lead Planning Agency. This 2019 ILA fully replaces and supersedes the 1990 ILA.

NOW THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

Agreement

1. Organization and Membership

The Peninsula Regional Transportation Planning Organization (PRTPO), a separate legal entity, originally established in 1990 and hereby re-established, encompasses the territory physically lying within the counties of Clallam, Jefferson, Kitsap and Mason Counties as authorized by chapter 47.80 RCW and chapter 468-86 WAC.

Voting membership in the PRPTO shall be open to the following public agencies within the boundaries of the PRTPO: all county and city governments, all federally recognized tribes, all port districts organized under title 53 RCW, all transit districts organized under chapter 36.57A RCW, and the WSDOT Olympic Region. Current voting membership belongs to each of the public agencies who have executed this Agreement. New voting members may be added by the execution of this Agreement when approved by the Executive Board.

Nonvoting membership is authorized and encouraged to facilitate cooperative regional transportation planning. Nonvoting membership shall be open to community organizations, employers and other public agencies that are not voting members. Nonvoting membership shall be as approved by the voting membership in accordance with the Bylaws.

2. Purpose and Authority

The purpose of the PRTPO is to fulfill the legislature's intent to have local jurisdictions, tribes, and the state come together for coordinated transportation planning and to have an interconnected and coordinated transportation system that achieves both statewide and local transportation goals.

To accomplish these purposes, the PRTPO shall have the following authority and duties, as established by chapter 47.80 RCW:

A. Provide a forum for cooperative decision making by the region's elected officials in order to bring about a continuous and comprehensive transportation planning process.

B. Foster cooperation and collaboration among local, state and tribal governments throughout the region.

C. Maintain an ongoing transportation strategy for the region and coordinate actions of local and state government so that we may make the best use of our land, air, water and energy resources and overcome the problems of waste and pollution.

D. Develop and adopt a Regional Transportation Plan that is consistent with countywide planning policies, with county and city transportation plans, and with state transportation plans.

E. Certify that transportation elements of comprehensive plans adopted by Clallam, Jefferson, and Mason Counties and cities therein are consistent with the Growth Management Act and with the PRTPO's Regional Transportation Plan. Also, where appropriate, certify that their countywide planning policies adopted under RCW 36.70A.210 and the adopted Regional Transportation Plan are consistent.

F. Develop a six-year Regional Transportation Improvement Program (RTIP) for areas within Clallam, Jefferson and Mason counties that proposes regionally significant transportation project and programs and transportation demand measures.

G. Develop a Coordinated Transit-Human Services Transportation Plan and include specific opportunities and projects aimed to advance special needs coordinated transportation.

H. Designate and direct a lead planning agency to coordinate preparation of the Regional Transportation Plan and carry out other responsibilities of the PRTPO as set forth in the Bylaws.

I. Provide assistance to others to develop level of services standards or alternative transportation performance measures and review those standards of GMA counties and cities to promote a consistent regional evaluation of transportation facilities and services.

J. Foster and facilitate cooperation and coordination between other regional transportation planning organizations and metropolitan planning organizations.

K. Foster transportation facilities which encourage economic growth and stability for the region.

L. Provide assistance and information to public agencies in their preparation of local transportation plans.

3. Organization Structure

The PRTPO shall have the following structure as set forth herein and as further described in the Bylaws.

A. Executive Board. An Executive Board is hereby established to be the governing body of the PRTPO. All voting members shall have representation on the Executive Board as described in the Bylaws.

B. Transportation Policy Board. A Transportation Policy Board is hereby established to provide policy advice to the Executive Board on regional transportation issues as provided by RCW 47.80.040. Composition of the Transportation Policy Board shall be determined as provided in the Bylaws.

C. Technical Advisory Committee. A Technical Advisory Committee is hereby established to provide technical advice to the Executive Board on all matters that may come before the Board. Composition of the Technical Advisory Committee shall be determined as provided in the Bylaws.

D. The Executive Board may establish other committees as needed to perform the duties of the PRTPO as provided in the Bylaws.

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4. Bylaws

Bylaws shall be adopted to carry out the purpose and objectives set forth herein and shall, at a minimum, include schedules and rules for meetings as well as voting structures for the PRTPO and any board or committee thereof. The Bylaws shall initially be adopted by a majority vote of the total members of the organization and shall be amended as provided for in the Bylaws.

5. Lead Planning Agency

The PRTPO shall designate a Lead Planning Agency to perform the duties required by chapter 47.80 RCW and such other duties as assigned by the Executive Board.

The duties of the Lead Planning Agency shall include, but not be limited to, the following: provide staff support and coordination for the Executive Board, the Transportation Policy Board and the Technical Advisory Committee; hire, supervise and administer personnel, contractors and consultants as directed by the Executive Board; and provide such information, data, inventories and services as may be necessary to carry out the purposes of the PRTPO.

6. Fiscal Agent

The PRTPO shall designate a Fiscal Agent to perform the financial duties as assigned by the Executive Board. These may include, but are not limited to, the collection and disbursement of funds for the purposes of the organization and the provision of information, data, and services as may be necessary to carry out the financial obligations of the PRTPO. At the Executive Board's discretion, the Fiscal Agent may be the same entity as the Lead Planning Agency.

7. Financing

The PRTPO shall be financed in a manner as provided for in the Bylaws and through such local, state, federal, and/or private funding as becomes available. The PRTPO, or the Lead Planning Agency on behalf of the organization, is authorized to apply for such federal, state or private funding of any nature as may become available to assist the PRTPO in carrying out its purposes and functions.

8. Budget

The Lead Planning Agency shall develop a budget which will meet the anticipated expenses of the PRTPO for the coming budget year. The Lead Planning Agency shall submit the proposed budget to the Executive Board for review and comment.

9. Insurance

The Executive Board shall procure insurance sufficient to provide adequate coverage for the obligations and liabilities of the PRTPO.

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10. Duration

This Agreement is perpetual unless a member decides to withdraw from the PRTPO pursuant to Section 11 or the members agree to dissolve the PRTPO pursuant to Section 12 of this Agreement.

11. Withdrawal from the PRTPO

Any member shall have the right to withdraw from the PRTPO and this agreement by giving six months written notice to the Executive Board. The remaining members agree that such withdrawal will not absolve them of responsibility for meeting financial and other obligations of annual contracts or agreements of the PRTPO. Further, such withdrawal will not affect the continuation of the PRTPO unless the requirements of RCW 47.80.020 are no longer met.

12. Dissolution of the PRTPO

The PRTPO may be dissolved at any meeting of the Executive Board by a majority vote of all voting members, so long as all voting members were provided at least six months written notice of the proposed dissolution, or as otherwise provided for in the bylaws, and all voting members were provided an opportunity for comment on the motion.

Upon dissolution of the PRTPO, all liabilities, costs, expenses, and charges validly incurred shall be resolved. If any funds or assets of the PRTPO remain, such shall be returned as provided by law or contract, or distributed as determined by the Executive Board. The debts, liabilities, and obligations of the PRTPO shall not constitute a debt, liability or obligation of any member.

13. Binding effect

The undersigned public agencies agree that this Interlocal Agreement is binding and that each will use their best efforts for coordinated and cooperative transportation planning. All tribes expressly agree to a limited waiver of their sovereign immunity for the sole and limited purpose of committing to the terms and obligations of this Interlocal Agreement.

14. General Terms

A. Severability. If any provision of this Agreement, or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected.

B. Counterparts. This agreement may be signed in multiple counterparts, each of which shall be considered the same as an original.

C. Publishing. In accordance with RCW 39.34.040, this Agreement shall be made available on the PRTPO website.

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

CITY OF BAINBRIDGE ISLAND:

Morgan Smith, City Manager

5/30/19
Date

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

City of Bremerton:

By: _____
Mayor Greg Wheeler

Date: May 17th, 2019

ATTEST:

By: _____
Angela Woods, City Clerk

APPROVED AS TO FORM:

By: _____
Roger A. Lubovich, Bremerton City Attorney

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Jurisdiction: City of Forks

Tim Fletcher, Mayor

6/10/19
Date

Authorizing Resolution No. 474

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Sissi P. Bruch

Sissi P. Bruch, Mayor
City of Port Angeles

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

CITY OF PORT ORCHARD:

Robert Putaansuu
Mayor

5/16/19
Date

ATTEST:

Brandy Rinearson, MMC
City Clerk

5/15/19
Date

Sharon Cates
City Attorney

5/14/19
Date

CITY OF PORT ORCHARD INCORPORATED SEAL SEPTEMBER 1, 1890 STATE OF WASHINGTON

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this ____ day of _____, 20___.

City of Port Townsend:

_____ Dated: 5/21/19

David Timmons, City Manager

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 16 day of May, 2019.

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

REBECCA ERICKSON, MAYOR

ATTEST:

RHIANNON FERNANDEZ CMC, CITY CLERK

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Jurisdiction: City of Sequim

Dennis Smith

Dennis Smith, Mayor

6/6/19

Date

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 4th day of June, 2019.

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

CITY OF SHELTON:

Bob Rogers, Mayor — Date: 6/4/2019

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Board of Clallam County Commissioners

Clallam County:

Randy Johnson

Commissioner ~~Mark Ozias, Chair~~
Randy Johnson Vice-chair

5/28/19
Date

Approved as to form only by:

Elizabeth Stanley
Civil Deputy **Prosecuting Attorney**
Clallam County

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

6/3/19

Kate Dean, Chair DATE

Approved as to form only this
21ST day of May, 2019

P. C. Hun

Philip C. Hunsucker
Chief Civil Deputy Prosecutor

SEAL

ATTEST:

Carolyn Gallaway

Carolyn Gallaway
Deputy Clerk of the Board

5/24/19

Monte Reinders P.E.,
County Engineer/Public Works Director

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

5-13-19

EDWARD E. WOLFE, Chair

ATTEST:

Dana Daniels, Clerk of the Board

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 7th day of May, 2019.

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Kevin Shutty, Chair

Randy Neatherlin, Commissioner

Sharon Trask, Commissioner

ATTEST:

Melissa Drewry, Clerk of the Board

APPROVED AS TO FORM:

Tim Whitehead
Chief Deputy Prosecuting Attorney

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 28 day of MAY, 2019.

PORT OF ALLYN COMMISSIONERS:

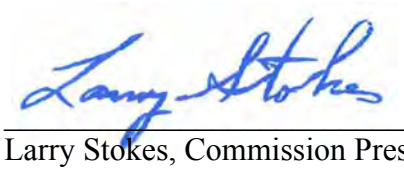
Scott Cooper, Chair

Ted Jackson, Vice Chair

Judy Scott, Commission

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

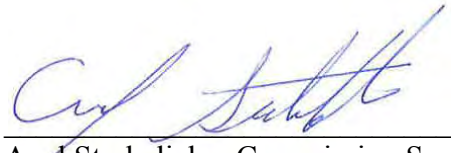
PORT OF BREMERTON
A Municipal Corporation



Larry Stokes, Commission President



Cary Bozeman, Commission Vice-President



Axel Strakeljahn, Commission Secretary

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this ____ day of _____, 20___.

[signatures to follow]

Jurisdiction: Port of Port Angeles

Karen F. Goschen
Executive Director

5/14/19
Date

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 7th day of May, 20 2019.

PORT OF SHELTON

Dick Taylor, Commissioner

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

CLALLAM TRANSIT SYSTEM:

Kevin E. Gallacci, General Manager

5/13/19
Date

13. Binding effect

The undersigned public agencies agree that this Interlocal Agreement is binding and that each will use their best efforts for coordinated and cooperative transportation planning. All tribes expressly agree to a limited waiver of their sovereign immunity for the sole and limited purpose of committing to the terms and obligations of this Interlocal Agreement.

14. General Terms

A. Severability. If any provision of this Agreement, or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected.

B. Counterparts. This agreement may be signed in multiple counterparts, each of which shall be considered the same as an original.

C. Publishing. In accordance with RCW 39.34.040, this Agreement shall be made available on the PRTPO website.

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 18th day of June, 2019.

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Tammi Rubert, General Manager
Jefferson Transit Authority

6/18/19
Date

Authorizing Resolution No. 19-12

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Kitsap Transit

John W. Clauson
Executive Director

May 8, 2019
Date

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

MASON TRANSIT AUTHORITY

Dated: May 21, 2019

Danette Brannin, General Manager

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Jurisdiction:

Jamestown S'Klallam Tribe

W. Ron Allen — 4/29/2019

W. Ron Allen — Date

Tribal Chairman/CEO

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Frances G. Charles 05/20/2019

Frances G. Charles, Chairwoman — Date
Lower Elwha Klallam Tribe

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Makah Tribe

John Ides Sr — 5-6-19

John Ides, Sr.
Makah Tribal Chairman

Date

Guidance for Signing the PRTPO ILA

Signing the Agreement

Please insert a signature block onto the signature page of the ILA substantially in the form below. Add additional blocks if you require more than one signature to execute the agreement.

Jurisdiction:

Charles Miller — 7-19-19

Name Charles Miller — Date

Title Chair, Skokomish Tribal Council

Returning the Signed ILA

Please email a scanned version of signature page to Carla Sawyer carlasawyer@progressionsconsulting.com.

Please also send by USPS an original of the signature page to:

Jill Boltz
Kitsap Transit / Clerk of the Board
60 Washington Avenue, Suite 200
Bremerton, WA 98337

I

Skokomish Tribal Council
Resolution No. 2019-088

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Squaxin Island Tribe

Arnold Cooper
Chairman

5/31/2019
Date

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.



6/3/19

John Wynands
Region Administrator

Date

Return to Contents

Lead Planning Agency Agreement

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 04-2021

Approving the SFY 2022-2023 Lead Planning Agency Agreement with Kitsap Transit

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the state-designated Regional Transportation Planning Organization (RTPO) for the Peninsula region, established through an Interlocal Agreement and Bylaws in 1990 that were updated and reaffirmed by its members in 2019 when the PRTPO became independent from the Washington State Department of Transportation; and

WHEREAS, the PRTPO desires to appoint a Lead Planning Agency with certain administrative and financial duties as provided for in the PRTPO's Interlocal Agreement and Bylaws; and

WHEREAS, Kitsap Transit possesses the necessary qualifications to serve as the Lead Planning Agency and is willing to serve in this capacity to the PRTPO; and

WHEREAS, an Agreement for Lead Planning Agency services for State Fiscal Years 2022-23 has been reviewed by both parties and found to be acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Lead Planning Agency Agreement with Kitsap Transit be approved as per the attached document to provide authorized planning and support services to the PRTPO in delivering its State Fiscal Year 2022-23 Unified Planning Work Program; and

THAT the Lead Planning Agency is authorized to submit necessary invoices and reports to the WSDOT and administer financial activities on behalf of PRTPO.

APPROVED, this 15th day of October 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

AGREEMENT FOR LEAD PLANNING AGENCY SERVICES

between

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

and

KITSAP TRANSIT

THIS AGREEMENT is made between the Peninsula Regional Transportation Planning Organization and Kitsap Transit for the provision of Lead Planning Agency services.

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is a voluntary regional transportation planning organization made up of various transportation-oriented public agencies in the counties of Clallam, Jefferson, Kitsap, and Mason. The PRTPO is authorized by chapter 47.80 RCW and formed as a separate legal entity under an Interlocal Agreement (ILA) pursuant to chapter 30.34 RCW;

WHEREAS, Kitsap Transit is a public transportation benefit area formed pursuant to chapter 36.57A RCW and is a member of the PRTPO;

WHEREAS, RCW 47.80.023 authorizes and requires the PRTPO to designate a Lead Planning Agency to coordinate preparation of the Regional Transportation Plan and to assist the PRTPO in carrying out its other duties identified in RCW 47.80.023;

WHEREAS, the PRTPO ILA identifies other duties required of the Lead Planning Agency;

WHEREAS, Kitsap Transit possesses the necessary qualifications and is willing to serve as the Lead Planning Agency of the PRTPO.

Agreement

NOW THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

1. Lead Planning Agency Designation

The parties agree that Kitsap Transit shall be the Lead Planning Agency (LPA) for the Peninsula Regional Transportation Planning Organization. The LPA shall act on behalf of the PRTPO Executive Board and only as directed by the Executive Board.

2. Responsibilities of Kitsap Transit

Kitsap Transit shall be responsible for carrying out the following duties in accordance with the ILA, Bylaws, and any applicable policies or procedures of the PRTPO, as well as applicable federal, state, and local law.

A. Provide staff support and coordination for the PRTPO Executive Board, the Transportation Policy Board, and the Technical Advisory Committee.

B. Hire, supervise, and administer personnel, contractors and consultants as directed by the Executive Board.

C. Provide information, data, inventories, and services as may be necessary to carry out the purposes of the PRTPO.

D. Coordinate with the PRTPO to develop and implement the Unified Planning Work Program (UPWP) in conformance with the UPWP Guidance from the Washington State Department of Transportation (WSDOT) and any policies and procedures of the PRTPO.

E. Coordinate with the PRTPO to prepare a budget for the PRTPO in accordance with the mission of the PRTPO, as expressed in the UPWP, and based on WSDOT allocations and other revenues.

F. Provide regular budget reports to the Executive Board.

G. Coordinate with the PRTPO to develop and implement the Regional Transportation Plan, the Regional Transportation Improvement Program, and the Human Services Transportation Plan in conformance with any WSDOT guidance and any policies and procedures of the PRTPO.

H. On behalf of the PRTPO and at its request, apply for any federal, state, or private funding of any nature that may be available to assist the PRTPO in carrying out its goals and policies.

I. Coordinate the purchase of goods and procurement of services on behalf of PRTPO consistent with applicable laws and any policies and procedures of the PRTPO.

J. Serve as the public records officer of the PRTPO in accordance with chapter 42.56 RCW and policies of the PRTPO. Kitsap Transit shall identify by name the individual to whom all public records requests shall be directed and shall ensure such information is clearly on the website of the PRTPO.

K. Accept and manage any claim for damages made under chapter 4.96 RCW. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided to the PRTPO Executive Committee. Kitsap Transit shall identify by name the individual to whom claims shall be directed and shall ensure such information is clearly on the website of the PRTPO.

L. Perform such other duties as may be assigned by the PRTPO.

3. Responsibilities of the Peninsula Regional Transportation Planning Organization

The PRTPO agrees that it shall cooperate and assist Kitsap Transit in carrying out its responsibilities identified above.

4. Compensation

A. Amount

Kitsap Transit will be compensated for its actual direct and related indirect costs for performing the duties and responsibilities under this Agreement. The rate and total compensation under this Agreement shall not exceed the budgeted amounts approved in the adopted UPWP. All costs must be consistent with the cost principals contained in 2 CFR 200 when federal funds are used.

All out-of-state travel must have prior written approval of the PRTPO to be eligible for reimbursement. Current WSDOT travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of the Agreement.

Any equipment purchased under the Agreement must be purchased, managed, and disposed of in accordance with 2 CFR 200 when federal funds are used.

B. Invoices

Kitsap Transit shall prepare an invoice for all service performed for the PRTPO not more frequently than once a month and at least once a quarter. The invoice shall be submitted to the PRTPO Fiscal Agent on the RTPO Planning Invoice Voucher form along with the accompanying RTPO UPWP Activity Detail form. Kitsap Transit will maintain back up documentation for the invoiced amounts. The Fiscal Agent will finalize the RTPO Planning Invoice Voucher and submit it to the PRTPO Executive Committee for approval prior to submission to WSDOT. The PRTPO shall review and approve each invoice in an expeditious manner.

C. Payment

Payment to Kitsap Transit will be made promptly upon receipt of payment from WSDOT.

5. Records

A. Maintenance

Kitsap Transit shall maintain all records in support of all costs incurred and actual expenditures made under this Agreement in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation (USDOT), and WSDOT. All such records shall be retained as required by state or federal law or grant agreements. The Copies of records shall be furnished to the PRTPO or WSDOT if requested.

B. Access

All files and other documents maintained by Kitsap Transit under this Agreement shall be files of the PRTPO and both the PRTPO and WSDOT, and any of their agents or representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all records with respect to all matters covered by the Agreement. Both the PRTPO and WSDOT, and any of their agents or representatives, shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement.

C. Audits

Kitsap Transit shall cooperate with and respond to any independent audit conducted.

6. Indemnification and Liability

Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

Solely for the purposes of this provision, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

No liability shall attach to either party or to WSDOT by reason of entering into this Agreement except as expressly provided herein.

7. Insurance

Prior to and during the performance of this Agreement, Kitsap Transit shall provide the PRTPO with evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of liability insurance, an or errors and omissions insurance, providing coverage of at least $1,000,000 for liability or errors and omissions in connection with the work to be performed by Kitsap Transit under this Agreement. Kitsap Transit shall furnish the PRTPO with a certificate of insurance and endorsement for review by the PRTPO. The PRTPO shall also be provided 30 days' written notice of any cancellation of such liability insurance.

8. Dispute Resolution

If any dispute arises under this Agreement, the parties shall first engage in an informal attempt to find a mutual resolution to the dispute. If no informal resolution is accomplished, the parties may engage a mediator or a dispute resolution process that is mutually agreeable.

9. Termination

Either party may terminate this agreement with or without cause upon six (6) months written notice to the other party. Termination shall not affect any of the rights or obligations of any party to the other accruing prior to the termination date.

10. Amendment

This Agreement may be amended only in writing and only by agreement by both parties.

11. Notice

Any notice required by this Agreement shall be made in writing to the representatives below:

PRTPO	Kitsap Transit
PRTPO Chair	Kitsap Transit Executive Director

12. Miscellaneous

A. Compliance

Kitsap Transit shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including but not limited to the following:

1. Equal Employment Opportunity. Kitsap Transit agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records.

2. Title 6, Civil Rights Act of 1964. Kitsap Transit will comply with 49 CFR Part 21, which are regulations of the US Department of Transportation relative to nondiscrimination in federally assisted programs. As provided therein:

   i. Kitsap Transit shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
   ii. Kitsap Transit shall not participate either directly or indirectly in prohibited discrimination, including employment practices when the contract covers a program set forth in Appendix A-11 of 49 CFR Part 21.
   iii. In all solicitations, either by competitive bidding or negotiation and including for procurements of materials or equipment, Kitsap Transit shall notify each potential subcontractor or supplier of the obligations under this Agreement and 49 CFR Part 21 relative to nondiscrimination on the grounds of race, color, or national origin.
   iv. Kitsap Transit shall provide all information and reports required by 49 CFR Part 21 or any orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined necessary by WSDOT or USDOT or the Federal Highway Administration (FHWA) to ascertain compliance with such regulations, orders, and instructions. Where any information required of Kitsap Transit is in the exclusive possession of another who fails or refuses to furnish this information, Kitsap Transit shall so certify to WSDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

v. Any noncompliance with the nondiscrimination provisions of this contract, WSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate.

vi. Kitsap Transit shall include the above provision in every subcontract unless otherwise except by 49 CFR Part 21 or any orders or instructions issued pursuant thereto. Kitsap Transit shall also take such action as directed by WSDOT or the FHWA to enforce these provisions against any subcontractor, including sanctions for noncompliance. Provided, however, that in the event Kitsap Transit becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Kitsap Transit may request the state to enter into such litigation to protect the interest of the United States.

B. Assignment

Kitsap Transit shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the PRTPO, and the PRTPO shall review and approve any consultant agreement prior to execution. Kitsap Transit shall comply with all federal and state laws and regulations governing the selection and employment of consultants. The PRTPO reserves the right to appoint a representative to serve on the Consultant Selection Committee. Subcontracts greater than $10,000 must contain all the required provisions of this contract.

C. Independent Contractor

Kitsap Transit shall be deemed an independent contractor for all purposes and the employees of Kitsap Transit or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of the PRTPO.

D. Severability

If any provisions of this Agreement are deemed illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Effective Date and Duration

This Agreement shall be effective July 1, 2021. This agreement shall remain in effect for two (2) years unless terminated earlier in accordance with Section 9 or extended by written agreement as set forth in Section 10.

14. Authorization

Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

KITSAP TRANSIT

John Clauson, Executive Director

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

ATTEST

Jill A. Boltz, MMC
Clerk of the Board

Lead Fiscal Agency Agreement

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 05-2021

Approving the SFY 2022-2023 Fiscal Agent Agreement with Jefferson Transit

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the state-designated Regional Transportation Planning Organization (RTPO) for the Peninsula region, established through an Interlocal Agreement and Bylaws in 1990 that were updated and reaffirmed by its members in 2019 when the PRTPO became independent from the Washington State Department of Transportation; and

WHEREAS, the PRTPO desires to appoint a Fiscal Agent with certain administrative and financial duties as provided for in the PRTPO's Interlocal Agreement and Bylaws; and

WHEREAS, Jefferson Transit Authority possesses the necessary qualifications to serve as the Fiscal Agent and is willing to serve in this capacity to the PRTPO; and

WHEREAS, an Agreement for Fiscal Agent services for State Fiscal Years 2022-23 has been reviewed by both parties and found to be acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Fiscal Agent Agreement with Jefferson Transit be approved as per the attached document to provide authorized administrative and financial services to the PRTPO in delivering its State Fiscal Year 2022-23 Unified Planning Work Program; and

THAT the Fiscal Agent is authorized to submit necessary invoices and reports to the WSDOT and administer financial activities on behalf of PRTPO.

APPROVED, this 15th day of October 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

AGREEMENT FOR FISCAL AGENT SERVICES

between

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION
and
JEFFERSON TRANSIT AUTHORITY

THIS AGREEMENT is made between the Peninsula Regional Transportation Planning Organization and Jefferson Transit Authority for the provision of fiscal agent services.

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is a voluntary regional transportation and planning organization made up of various transportation-oriented public agencies in the counties of Clallam, Jefferson, Kitsap, and Mason. The PRTPO is authorized by chapter 47.80 RCW and formed as a separate legal entity under an Interlocal Agreement (ILA) pursuant to chapter 39.34 RCW;

WHEREAS, Jefferson Transit Authority (JTA) is a public transportation benefit area formed pursuant to RCW 36.57A and is a member of the PRTPO;

WHEREAS, the ILA authorizes the PRTPO to designate a fiscal agent to perform certain administrative and financial duties as identified in the ILA and Bylaws of the PRTPO; and

WHEREAS, Jefferson Transit Authority possesses the necessary qualifications to serve and is willing to serve as the fiscal agent of the PRTPO.

Agreement

NOW THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

1. Fiscal Agent designation

The parties agree that Jefferson Transit Authority shall be the Fiscal Agent for the Peninsula Regional Transportation Planning Organization. The Fiscal Agent shall act on behalf of the PRTPO Executive Board and only as directed by the Executive Board.

2. Responsibilities of Jefferson Transit Authority

JTA shall be responsible for carrying out the following duties in accordance with the ILA, the PRTPO Bylaws, and any applicable policies or procedures of the PRTPO, as well as applicable federal, state and local law.

A. Maintain a fund known as the PRTPO Fund for the deposit and withdrawal of PRTPO moneys in accordance with RCW 43.09.210.

B. Collect money and make deposits into such fund as provided and directed by the PRTPO.

C. Issue warrants, electronic payments, cash transmittals or other disbursements on behalf of PRTPO and upon PRTPO's instruction for such payments in accordance with the approved Unified Planning Work Program and Budget (UPWP).

D. Prepare monthly invoices for expenses incurred for the review and approval of the PRTPO before submission to WSDOT.

E. Ensure that the PRTPO Fund is maintained in accordance with the Budgeting Accounting & Reporting System (BARS) and RCW 43.09.200.

F. Maintain software adequate to track PRTPO finances.

G. Make regular reports to the PRTPO regarding PRTPO finances at least yearly or monthly as requested by the PRTPO. The reports shall include a summary of work performed during the course of the year and costs incurred.

H. Maintain correct and complete financial books and records related to the PRTPO Fund.

I. Cooperate with and responding to any independent audit conducted on the PRTPO Fund in coordination with PRTPO.

J. Provide all information, data, and services as may be necessary to carry out the financial obligations of the PRTPO.

K. Perform such other financial duties as may be assigned by the PRTPO.

All invoices for services and other PRTPO-related deposits and withdrawal direction from the PRTPO should be addressed to Jefferson Transit Authority for processing at the following address:

Jefferson Transit
Tammi Rubert, General Manager
63 Four Corners Road
Port Townsend, WA 98368

3. Responsibilities of the Peninsula Regional Transportation Planning Organization

The PRTPO agrees that it shall be responsible for:

A. Submitting proper documentation for deposits and withdrawals of PRTPO moneys into and from the PRTPO Fund as approved by the PRTPO.

B. Complying with any and all laws, regulations, ordinances and grant funding requirements, including but not limited to RCW 43.09.210, fiscal reporting, monitoring and record retention.

C. Cooperating with and responding to any independent audit conducted on the PRTPO fund in coordination with JTA.

4. Compensation

A. Amount

JTA will be compensated for its actual direct and related indirect costs for performing the duties and responsibilities under this Agreement. The rate and total compensation under this Agreement shall not exceed the budgeted amounts approved in the adopted UPWP. All costs must be consistentwith the cost principals contained in 2 CFR 200 when federal funds are used.

All out-of-state travel must have prior written approval of the PRTPO to be eligible for reimbursement. Current Washington State Department of Transportation (WSDOT) travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

Any equipment purchased under this Agreement must be purchased, managed, and disposed of in accordance with 2 CFR 200 when federal funds are used.

B. Invoices

At least once a quarter and not more than once a month, JTA will receive a RTPO Planning Invoice Voucher and RTPO Unified Planning Work Program (UPWP) Activity Detail form from the Lead Planning Agency (LPA) detailing LPA work and request for payment. JTA shall amend the Invoice Voucher and Activity Detail to include any charges incurred by JTA for services they performed on behalf of the PRTPO. JTA shall maintain back up documentation for any charges they include on the Invoice Voucher.

JTA shall then submit the consolidated RTPO Planning Invoice Voucher and Activity Detail to the Executive Committee for approval prior to submission to WSDOT. The PRTPO shall review and approve each invoice in an expeditious manner. Promptly following PRTPO approval, JTA shall submit the invoice for payment to TRCOfiscal@wsdot.wa.gov.

C. Payment

JTA shall maintain appropriate accounting records for the amounts invoiced by the LPA and the FA. Upon receipt of payment from WSDOT, JTA shall promptly disburse funds in accordance with the approved invoice.

5. Records

A. Maintenance

JTA shall maintain all records in support of all costs incurred and actual expenditures in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation (USDOT), and WSDOT. All such records shall be retained by JTA as required under state or federal law or grant agreements. Copies thereof shall be furnished to the PRTPO or WSDOT if requested.

B. Access

All files and other documents maintained by JTA under this Agreement shall be files of the PRTPO and both the PRTPO and WSDOT, and any of their agents or representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all records with respect to all matters covered by this Agreement. Both the PRTPO and WSDOT, and any of their agents or representatives, shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement.

C. Audits

If the applicability of 2 CFR 200 is triggered, JTA shall arrange for audit of funds expended under this Agreement consistent therewith.

6. Indemnification and liability

Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

Solely for the purposes of this provision, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

No liability shall attach to either party or to WSDOT by reason of entering into this Agreement except as expressly provided herein.

7. Insurance

Prior to and during the performance of this Agreement, JTA shall provide the PRTPO with evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of liability insurance, and or errors and omissions insurance, providing coverage of at least $1,000,000 for liability or errors and omissions in connection with the work to be performed by JTA under this Agreement. JTA shall furnish the PRTPO with a certificate of

insurance and endorsement for review by the PRTPO. The PRTPO shall also be provided 30 days' written notice of any cancellation of such liability insurance.

8. Dispute Resolution

If any dispute arises under this Agreement, the parties shall first engage in an informal attempt to find a mutual resolution to the dispute. If no informal resolution is accomplished, the parties may engage a mediator or a dispute resolution process that is mutually agreeable.

9. Termination

Either party may terminate this agreement with or without cause upon six (6) months written notice to the other party. Termination shall not affect any of the rights or obligations of any party to the other accruing prior to the termination date.

10. Amendment

This Agreement may be amended only in writing and only by agreement by both parties.

11. Notice

Any notice required by this Agreement shall be made in writing to the representatives below:

PRTPO
Peninsula RTPO Chair
c/o Kitsap Transit
60 Washington Street
Bremerton, WA 98337

JTA
Jefferson Transit
Tammi Rubert, General Manager
63 Four Corners Road
Port Townsend, WA 98368

12. Miscellaneous

A. Compliance

JTA shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement, including but not limited to the following:

1. Equal Employment Opportunity. JTA agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records.

2. Title 6, Civil Rights Act of 1964. JTA will comply with 49 CFR Part 21, which are regulations of the US Department of Transportation relative to nondiscrimination in federally assisted programs. As provided therein:

i. JTA shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

ii. JTA shall not participate either directly or indirectly in prohibited discrimination, including employment practices when the contract covers a program set forth in Appendix A-11 of 49 CFR Part 21.

iii. In all solicitations, either by competitive bidding or negotiation and including for procurements of materials or equipment, JTA shall notify each potential subcontractor or supplier of the obligations under this Agreement and 49 CFR Part 21 relative to nondiscrimination on the grounds of race, color, or national origin.

iv. JTA shall provide all information and reports required by 49 CFR Part 21 or any orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined necessary by WSDOT or USDOT or the Federal Highway Administration (FHA) to ascertain compliance with such regulations, orders, and instructions. Where any information required of JTA is in the exclusive possession of another who fails or refuses to furnish this information, JTA shall so certify to WSDOT, or FHA as appropriate, and shall set forth what efforts it has made to obtain the information.

v. Any noncompliance with the nondiscrimination provisions of this contract, WSDOT shall impose such contract sanctions as it or the FHA may determine to be appropriate.

vi. JTA shall include the above provision in every subcontract unless otherwise exempt by 49 CFR Part 21 or any orders or instructions issued pursuant thereto. JTA shall also take such action as directed by WSDOT or the FHA to enforce these provisions against any subcontractor, including sanctions for noncompliance. Provided, however, that in the event JTA becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, JTA may request the state to enter into such litigation to protect the interest of the United States.

B. Assignment

JTA shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the PRTPO, and the PRTPO shall review and approve any consultant agreement prior to execution. JTA shall comply with all federal and state laws and regulations governing the selection and employment of consultants. The PRTPO reserves the right to appoint a representative to serve on any consultant selection committee. Subcontracts greater than $10,000 must contain all the required provisions of this contract.

C. Independent Contractor

JTA shall be deemed an independent contractor for all purposes and the employees of JTA or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of the PRTPO.

D. Integration

This Agreement constitutes the entire agreement between the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, unless expressly referenced herein, will be deemed to exist or bind the parties.

E. Severability

If any of the provisions of this Agreement are deemed illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Effective date and duration

This Agreement shall be effective on July 1, 2021. This agreement shall remain in effect for 2 years unless terminated earlier in accordance with Section 9 or extended by written agreement as set forth in Section 10.

14. Authorization

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

JEFFERSON TRANSIT AUTHORITY

Tammi Rubert

Tammi Rubert
General Manager

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

Bek Ashby

Bek Ashby
Chair

Legal Services Agreement

KC-304-19-A

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (Agreement) is made and entered into between the Peninsula Regional Transportation Planning Organization (PRTPO) and the Kitsap County Prosecuting Attorney (Prosecuting Attorney) pursuant to the provisions of the Interlocal Cooperation Act, chapter 39.34 RCW.

Recitals

WHEREAS, the Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies 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, the PRTPO and the Prosecuting Attorney wish to mutually cooperate for the purposes described herein.

Agreement

NOW THEREFORE, pursuant to Chapter 39.34 RCW, the above recitals are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, mutual covenants contained herein, and the attached **Exhibit A** which is made a part hereof, the parties agree as follows:

1.0 PURPOSE

The purpose of this agreement is for the Prosecuting Attorney to provide legal services as needed to advise, appear for, prosecute, and represent the PRTPO in various legal matters.

2.0 TERMS OF AGREEMENT

This Agreement is effective on July 1, 2020 and terminates on December 31, 2021 unless earlier terminated as provided in Section 3.0 or renewed in writing in accordance with Section 8.0.B.

3.0 TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party. If the contract is terminated, the Prosecuting Attorney will be entitled to payment for actual work performed, including partially completed items of work.

4.0 COMPENSATION

The services rendered by the Prosecuting Attorney under this Agreement will be paid for at the true and full value in accordance with RCW 43.09.210. For year 2020, the PRTPO will

compensate the Prosecuting Attorney for the services performed by the Prosecuting Attorney and Deputy Prosecuting Attorneys under this Agreement at the hourly rate of $136.91, and $88.45 per hour for paralegal services. Said hourly rate includes overhead support. For year 2021, the hourly rates will be reviewed during Kitsap County's budget process and adjusted as necessary. The PRTPO will be responsible for all incidental costs associated with its representation, including, but not limited to, mileage and travel costs, court costs, copy fees, courier fees, fees for real property appraisals, expert witnesses, title reports, et cetera.

5.0 BILLING AND PAYMENT

The Prosecuting Attorney's Office will submit quarterly invoices to the PRTPO, to the attention of:

Edward Coviello
Peninsula RTPO c/o Kitsap Transit
60 Washington Ave, Ste 200
Bremerton, WA. 98337

Invoices will describe the services performed by each attorney, detail the number of hours worked, and list the fees and costs incurred during that month. The PRTPO will make payment within thirty (30) days following receipt of billing. Upon request, the PRTPO is entitled to review the time sheets of attorneys anytime during, or for one year after, the term of the contract.

6.0 CONFLICTS

A. As more fully explained in **Exhibit A** hereto, incorporated herein, the Prosecuting Attorney and the PRTPO have taken necessary and appropriate investigations to determine that for the purposes described in Section I of this Agreement no actual and potential conflicts exist under the Rules of Professional Conduct. The Kitsap County Prosecuting Attorney's Office will observe the Rules of Professional Conduct as applicable to county prosecuting attorneys and inform the PRTPO if potential conflicts of interest arise.

B. The PRTPO recognizes that the Prosecuting Attorney's Office may from time to time represent the County in matters concerning the County that may also include the PRTPO. In such cases, if a conflict arises, the PRTPO understands and agrees that the Prosecuting Attorney must represent the County even though the County's interests may from time to time be adverse to the PRTPO. In the event of such a conflict, when possible, the Prosecuting Attorney's Office will attempt to assign different attorneys to represent the County and the PRTPO and to create an "ethical wall" to screen each attorney from the work product of the other. As an alternative, the Prosecuting Attorney may reach out to the attorneys for the other members of the PRTPO so that each member may obtain independent representation about the specific matter if it requires it.

C. If a conflict of interest arises during the term of this Agreement which, in accordance with the Rules of Professional Conduct governing attorneys in Washington State, either has not been waived by both the PRTPO and the County following full disclosure, or

cannot be waived despite full disclosure, the Prosecuting Attorney agrees to work with the PRTPO to secure appropriate representation and provide for a smooth transition to alternative counsel.

D. The PRTPO expressly waives any and all objections it might assert to the Prosecuting Attorney's representation of the County. This provision shall survive the termination of this Agreement.

7.0 INSURANCE AND HOLD HARMLESS

A. Insurance. Prior to and during the performance of the work covered by this Agreement, the Prosecuting Attorney will provide the PRTPO with evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of professional liability insurance, and/or errors and omissions insurance, providing coverage of at least $1,000,000 for professional liability or errors and omissions in connection with the work to be performed by the Prosecuting Attorney under this Agreement. The Prosecuting Attorney will furnish a certificate of insurance to the PRTPO for review by the PRTPO. The PRTPO will also be provided 30 days' written notice of any cancellation of such professional liability insurance.

B. Indemnification. Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in connection with this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

8.0 GENERAL PROVISIONS

A. Integration. This Agreement constitutes the entire agreement between the parties. No other understandings or representations, oral or written, regarding the subject matter of this Agreement will be deemed to exist or bind the parties.

B. Amendments. Except as provided in Section 4.0 (relating to changes in compensation), this Agreement may be modified or amended only by a writing duly executed by authorized representatives of both parties.

C. Representatives and Notices. The coordinating contact representative for the Prosecuting Attorney will be the Civil Division Chief. The coordinating contact for the PRTPO will be the Lead Planning Agency representative noted below. Any notices required or permitted to be given under this Agreement will be in writing and addressed as follows:

The PRTPO:	Prosecuting Attorney:
Edward Coviello	Jacquelyn M. Aufderheide
Peninsula RTPO c/o Kitsap Transit	Chief Civil Deputy Prosecutor
60 Washington Ave, Ste 200	614 Division Street, MS-35A
Bremerton, WA. 98337	Port Orchard, WA 98366

D. Files. All files and other documents maintained by the Prosecuting Attorney shall be the files of the PRTPO and accessible by the PRTPO through a duly authorized representative during normal business hours. At the request of the PRTPO, any and all files maintained by the Prosecuting Attorney shall be tendered to the PRTPO.

E. Independent Contractor. The Prosecuting Attorney's services shall be furnished as an independent contractor and nothing in or arising from this Agreement shall be construed to create a relationship of employer-employee or master-servant. The Prosecuting Attorney waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if the Prosecuting Attorney or assistant(s) were held to be employees of the PRTPO.

F. Non-Discrimination. Each party agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, sexual orientation, veteran's status or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Each party shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension, in whole or in part.

G. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Kitsap County, Washington.

H. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

I. No Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

J. Administration. This Agreement will be jointly administered by the PRTPO and the Prosecuting Attorney. This Agreement does not create any separate legal or administrative entity.

K. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

L. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

M. Non-Exclusive Agreement. The PRTPO may obtain services from persons or entities in addition to Kitsap County Prosecuting Attorney's Office. The Kitsap County Prosecuting Attorney's Office may provide legal services to Kitsap County and other entities as required and allowed under state law.

N. Binding Effect. The covenants and conditions contained in this contract are binding on the parties, their assigns, subcontractors and legal representatives.

O. Authorization. Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the parties hereto have caused this Legal Services Agreement to be executed as of the last date below.

DATED this 25th day of August, 2020.

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

Bek Ashby

Bek Ashby, Chair

DATED this 28 day of August, 2020.

KITSAP COUNTY PROSECUTING ATTORNEY

CHAD M. ENRIGHT, Prosecuting Attorney

DATED this 12 day of OCTOBER, 2020.

BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON

Charlotte Garrido

CHARLOTTE GARRIDO, Chair

Robert Gelder

ROBERT GELDER, Commissioner

E. E. Wolfe

EDWARD E. WOLFE, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

HSTP Grant Administration and Performance Agreement

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 07-2021

Approving an Agreement with Kitsap Transit regarding Administration and Performance of the 2021-2025 Coordinated Public Transit-Human Services Transportation Planning Award

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is a separate legal entity established in 1990 and re-established in 2019 by Interlocal Agreement, and encompasses the physical territory lying within the counties of Clallam, Jefferson, Kitsap, and Mason as authorized by chapter 47.80 RCW and chapter 468-86 WAC; and

WHEREAS, Kitsap Transit is the Lead Planning Agency and Jefferson Transit is the Fiscal Agent for the PRTPO as authorized by Interlocal Agreements; and

WHEREAS, PRTPO was awarded $80,000 in federal funds by the Washington State Department of Transportation (WSDOT) to support an update of the Human Services Transportation Plan (HSTP) and which is included in the adopted 2022-2023 Unified Planning Work Program; and

WHEREAS, the regular PRTPO Fiscal Agent accounting structure is not suitable for the administration of federal transportation funds; and

WHEREAS, Kitsap Transit regularly administers federal transportation funds for a variety of its projects and has capacity to administer this grant for PRTPO; and

WHEREAS, PRTPO Executive Board members agreed that allowing Kitsap Transit to administer the HSTP Grant is beneficial to the PRTPO and to carrying out the Unified Planning Work Program; and

WHEREAS, the PRTPO Chair directed the Washington State Department of Transportation (WSDOT) to assign the $80,000 grant award to Kitsap Transit for administration by letter dated August 27, 2021; and

WHEREAS, WSDOT has agreed with the assignment and has entered into, or will soon enter into, a grant agreement directly with Kitsap Transit where Kitsap Transit will administer the funds and the PRTPO will perform the work required under the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Agreement with Kitsap Transit regarding administration and performance of the 2021-2025 Coordinated Public Transit-Human Services Transportation Planning Award (attached hereto) be approved; and

THAT Kitsap Transit is authorized to submit necessary invoices and reports to the WSDOT on behalf of PRTPO.

APPROVED, this 15th day of October 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

AGREEMENT REGARDING ADMINISTRATION AND PERFORMANCE OF 2021-2025 COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLANNING AWARD

between

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

and

KITSAP TRANSIT

THIS AGREEMENT is made between the Peninsula Regional Transportation Planning Organization (PRTPO) and Kitsap Transit pursuant to the provisions of the Interlocal Cooperation Act, chapter 39.34 RCW and as authorized by PRTPO Resolution 07-2021.

Agreement

1. Purpose

The purpose of this Agreement is to define the roles and responsibilities of both the PRTPO and Kitsap Transit regarding the administration and performance of an $80,000 federally funded grant by the Washington State Department of Transportation (WSDOT) for coordinated human services transportation planning (HSTP Grant). The HSTP Grant was initially awarded to the PRTPO in June 2021 but has been assigned to Kitsap Transit for administration purposes. The agreement between WSDOT and Kitsap Transit for the HSTP funds will be established under a separate contract.

2. PRTPO Responsibilities

PRTPO will complete an update of the Human Services Transportation Plan (HSTP) in accordance with guidance issued by the Public Transportation Division of the WSDOT, as described in **Exhibit A.** PRTPO is responsible for satisfying WSDOT requirements in its delivery of the planning process and HSTP products. PRTPO will work with Kitsap Transit to ensure the HSTP scope of work and invoicing procedures support Kitsap Transit's grant administration responsibilities. PRTPO will invoice Kitsap Transit once per month for eligible expenses. PRTPO will maintain back up documentation for any charges invoiced. If funds remain at the completion of this work, PRTPO may work with Kitsap Transit to develop a supplemental Scope of Work for additional tasks to support human services transportation planning and coordination in the Peninsula region.

3. Kitsap Transit Responsibilities

Kitsap Transit will administer the HSTP Grant and complete invoicing and reporting requirements in compliance with the HSTP Grant, federal standards and WSDOT guidance. Upon receipt of payment from WSDOT, Kitsap Transit shall disburse funds in accordance with invoiced expenses. Kitsap Transit will hire any consultants needed for this project in accordance with the HSTP Grant, federal procurement processes and consistent with PRTPO policies. Kitsap Transit also agrees that it can meet all other requirements set forth in the HSTP Grant, e.g., insurance and records retention, and will not look to the PRTPO for satisfaction except for the provision of documentation and good faith cooperation.

4. Amendments

This Agreement may be amended only in writing and only by agreement of both parties.

5. Limitations

This agreement is for the 2021 HSTP Grant only. This agreement does not extend to other grants.

6. Compensation

Kitsap Transit will be compensated for its actual direct and related indirect costs for performing the duties and responsibilities under this Agreement. All costs must be consistent with the cost principals contained in 2 CFR 200.Kitsap Transit will invoice for its administration costs in accordance with the terms of its grant agreement with WSDOT.

7. Effective Date and Duration

This Agreement shall be effective on October 15, 2021. It is valid until the $80,000 grant is fully expended or until the grant expires on June 30, 2025, whichever comes first.

8. Dispute Resolution

If any dispute arises under this Agreement, the parties shall first engage in an informal attempt to find a mutual resolution to the dispute. If no informal resolution is accomplished, the parties may engage a mediator or a dispute resolution process that is mutually agreeable.

9. Termination

This agreement may be terminated by either party, with or without cause, upon six (6) months written notice to the other party.

10. Severability

If any of the provisions of this Agreement are deemed illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

11. Authorization

Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

Bek Ashby, Chair

KITSAP TRANSIT

John Clauson, Executive Director

ATTEST

Jill A. Boltz, MMC
Clerk of the Board

EXHIBIT A

PRTPO 2022-23 Human Services Transportation Plan

PROCESS SUMMARY

Purpose

Complete an update of the 2019 Human Services Transportation Plan to identify service gaps for people with special mobility needs and recommend priority strategies and projects that can address those needs.

Overview

This update will entail an assessment of the mobility needs of targeted population groups, an inventory of all transportation services available to support those mobility needs, identification of service gaps, and review and prioritization of strategies for addressing those gaps in service. It will conclude with an Executive Board recommendation of priority projects to support human services transportation and mobility in the four-county Peninsula Region. It will build on existing assessments, plans, and strategies developed and refined over previous processes. Work is funded through an $80,000 HSTP grant from WSDOT-Public Transportation.

Engagement

The approach entails extensive outreach and engagement with targeted communities of interest.

- Needs assessment will include input from representatives of system user groups and individuals as well as evaluation of key socio-economic and demographic characteristics from the Census and other sources.
- Inventory of services will rely on input from transit, tribal transit, non-profit, for-profit and other providers of specialized transportation services that support people with special mobility needs.
- Review and prioritization of strategies will entail input from user representatives, service providers, and general public to inform the PRTPO Executive Board HSTP adoption process.
- Prioritization of projects will be conducted by a Consolidated Grants Advisory Group, for recommendation to the PRTPO Executive Board.
- Recommendation of projects for funding will be completed by the Executive Board with opportunity for public comment on the proposed recommendation.

The process will include participation by seniors; people with disabilities; people with low income; service providers for these population groups and others; representatives of public, private, and nonprofit transportation and human services providers; and other members of the public. Engagement will include some assessment of the effects of COVID-19 on mobility needs and availability of services. The plan will document details of the engagement process and findings that shaped plan development and recommendations.

Data

In addition to qualitative and quantitative input from the engagement process, the approach includes analysis of key socio-economic and demographic characteristics of the region which help to describe the overall regional context and needs assessment.

Deliverables

This process will produce an updated Human Services Transportation Plan and Consolidated Grants project list. Ancillary products include surveys and results from communities of interest and online web materials.

Schedule

A draft Human Services Transportation Plan will be released for review in September 2022 with adoption by the PRTPO Executive Board in October 2022.

EXHIBIT A

Scope of Work

This scope of work will be delivered by the PRTPO Coordinators with contracted support for needs assessment engagement and for web-application development. The PRTPO Executive Board oversees the work and approves final products.

Task 1: Needs Assessment [Nov-March]

a. Recruit and manage consultant to conduct needs assessment outreach. Activities to be conducted by consultant:
    i. Develop objectives, approach, and outreach list
    ii. Design outreach tools and input collection framework
    iii. Conduct and document needs assessment
b. Complete regional data profile and web-mapping tools that provide socio-economic and demographic context for the plan

Task 2: Inventory of Services [Nov-March]

a. Develop objectives, approach, and outreach list
b. Design outreach tools and input collection framework
c. Conduct and document an inventory of services by engaging transit, tribal transit, private and non-profit service providers

Task 3: Gap Analysis [March-April]

a. Evaluate and document needs assessment and inventory of mobility services to identify gaps in currently available services

Task 4: Strategy Evaluation [April-June]

a. Review existing HSTP strategies with service providers in light of gap analysis
b. Develop priority array of strategies best suited to address known service gaps
c. Review priority array with Executive Board specific to its use in the Consolidated Grants process [June]

Task 5: Plan Update [June-August, for Board review of draft in August and adoption in October]

a. Develop updated HSTP document elements that satisfy WSDOT requirements
b. Contract for GIS support services to develop web application for “perpetual” online HSTP
    i. GIS contractor will develop a story map that conveys regional context, needs, available services, and gaps in the human services transportation system, and which serves as a useful tool for service providers, system users, members, and granting agencies.
c. Conduct public review of the final draft plan

Task 6: Project Review and Recommendation [November - February 2023]

a. Conduct a call for Consolidated Grants projects that supports strategic priorities identified by the Board
b. Convene a Consolidated Grants Advisory Group to evaluate project proposals and forward a recommendation to the Board
c. Complete the Consolidated Grants call for projects with review and approval of project recommendations by the Technical Advisory Committee and the Executive Board [Jan-Feb 2023]

Budget

Budget for all work not to exceed $80,000

PENINSULA RTPO

Serving the communities of the Clallam-Jefferson-Kitsap-Mason County Region

August 27, 2021

Mr. Don Chartock
Deputy Director
WSDOT Public Transportation Division
PO Box 47387
Olympia, WA 98504-7387

RE: 2021-2025 Coordinated Public Transit-Human Services Transportation Planning Award

Dear Mr. Chartock,

The Peninsula Regional Transportation Planning Organization (PRTPO) acknowledges and appreciates the $80,000 planning grant award by the Washington State Department of Transportation (WSDOT) as outlined in the letter dated June 10, 2021 from Jillian Nordstrom.

Please accept this letter as a request from the PRTPO to assign this award to Kitsap Transit. Kitsap Transit has agreed to manage this grant on behalf of the PRTPO.

If additional information or documentation is required, please let us know.

We appreciate your support and look forward to completing the plan update.

Sincerely,

Bek Ashby, Chair
Peninsula RTPO

WSDOT Funding Agreement

Washington State Department of Transportation

Regional Transportation Planning Organization Agreement	**Term of Agreement**	
	Start Date	End Date
Agreement No.	July 1, 2021	June 30, 2023
GCB 3520	Regional Transportation Planning Organization	
Lead Planning Agency	Peninsula RTPO	
Kitsap Transit 60 Washington Ave., Suite 200 Bremerton, WA 98337	County(ies) included in the RTPO	
Lead Fiscal Agent Jefferson Transit Authority 634 Corners Road Port Townsend, WA 98368	Clallam County Jefferson County Kitsap County Mason County	

This Agreement, is entered into on the Start Date under Term of Agreement above, regardless of the date of signature execution, between the Washington State Department of Transportation "WSDOT", acting by and through its Director, Multimodal Planning and Data Division and the Tribal and Regional Integrated Planning office, hereinafter called the "STATE," and the above named Regional Transportation Planning Organization, hereinafter called the "RTPO," collectively referred to as "Parties" and individually as "Party" and "RTPO."

Recitals

1. The above named county(ies) has (have) created a RTPO in accordance with the requirements set forth in RCW 47.80.020;
2. The STATE has available funds, which have been allocated to it: (a) State RTPO funds; and/ or (b) possibly other state funds which can be used to facilitate regional transportation planning.

NOW THEREFORE, pursuant to RCW 39.34 and RCW 47.80, the above recitals that are incorporated herein as fully set forth below, and in consideration of the terms, conditions, and promises contained herein, and/or attached hereto as Exhibits, and by this reference made a part of this Agreement, it is mutually agreed as follows:

1 Work Scope and Budget

1.1 The work scope and budget for the RTPO planning activities funded by this Agreement shall be documented annually (or biennially with an annual review) in a Unified Planning Work Program hereinafter called "UPWP". The UPWPs are kept on file in the WSDOT Headquarters, Tribal & Regional Integrated Planning Office.

1.2 The UPWP Guidelines developed jointly by the State, FHWA, FTA, and the MPOs/RTPOs by December 31 each year will serve as a resource for developing the UPWPs. The UPWP Guidelines include key emphasis areas for work tasks to accomplish UPWP purposes.

1.3 The STATE will inform the RTPO of expected allocations of STATE RTPO funds and any other STATE-administered funds that are available to RTPOs by December 31 each year for the

following State fiscal year, which is defined as July 1 to June 30 for all RTPOs. The STATE will inform the RTPO of expected allocations of State RTPO funds that are available to RTPOs by December 31 of even-numbered years for the following biennium. The RTPO will then prepare a draft UPWP and submit the draft to the STATE by the specific dates listed in the UPWP Guidance for RTPOs (UPWP Guidelines).

The final UPWP shall be adopted by the RTPO and submitted to the STATE for approval prior to June 15, preceding the start of each subject state fiscal year (or biennium). The STATE shall notify the RTPO, in writing, of its approval of the UPWP for the subject fiscal year by June 30 of each year, unless otherwise noted in the UPWP Guidelines. However, the RTPO may prepare a two-year UPWP if it desires. Written amendments to the UPWP may be required in order to authorize expenditures of all federal and state funding. Changes to the federal surface transportation act may also necessitate amendments to UPWPs approved by the RTPO Policy Board and the STATE.

1.4 The UPWP shall document all transportation and related planning activities for the ensuing state fiscal year, July 1 to June 30, unless otherwise noted in the UPWP Guidelines. Each RTPO, in cooperation with the STATE and public transportation operator(s), shall develop a UPWP that includes a discussion of the planning priorities facing the RTPO. The UPWP shall identify work proposed for the next one- or two-year period by major activity and task, in sufficient detail to indicate whether the RTPO, STATE, public transportation operator(s), local government, consultant(s), or other identified Party, will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of federal and matching funds. The RTPO shall perform the approved work tasks within the approved budget during the subject state fiscal year.

1.5 Should the Parties decide it is mutually beneficial for the STATE to perform specific work tasks identified in the UPWP, the Parties agree that the STATE may retain actual costs as documented in writing and approved by the RTPO.

2 Planning Standards and Guidelines

2.1 The RTPO shall comply with the most current Planning Standards and Guidelines developed by the STATE for the RTPO, RCW 47.80, and any amendments made thereto.

3 Payment

3.1 The STATE agrees to reimburse the RTPO's actual direct and related indirect costs of work approved as part of the UPWP. The maximum amount that the STATE shall reimburse the RTPO shall not exceed the total amount identified in funding authorization letters provided by the STATE, less any amounts retained by the STATE to cover costs for all agreed upon work performed by the STATE.

3.2 All indirect costs will be based on a cost allocation plan or indirect cost rate proposal that is approved by the RTPO Policy Board annually and maintained on file by the RTPO for audit purposes. If indirect costs are based on an approved indirect cost allocation plan, the RTPO will provide a copy to TRIP annually, or when updated.

3.3 The RTPO may submit requests to the STATE for reimbursement of funds as they are expended on UPWP activities at any time, but not more frequently than one (1) such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the UPWP period, as well as for the current billing period. The request for reimbursement

shall contain sufficient detail to inform the STATE and any other entities providing funding for the work as to the progress on each work element contained in the UPWP. Requests for reimbursement should be submitted to TRCOFiscal@wsdot.wa.gov. The STATE shall review and approve each request for payment and shall reimburse the RTPOs no later than fifteen (15) business days after the date of receipt by the STATE.

4 Reports

4.1 The RTPO shall communicate with the STATE from time to time, or as often as required by the STATE, during the term of this Agreement to keep the STATE up to date about the progress of the work being performed as described in the UPWP. The STATE reserves the right to request interim written progress reports during the fiscal year, if the RTPO's monthly billing report is deemed insufficient in detail, the RTPO undergoes major structural changes, or there are changes to the RTPO's core organizational functions/activities. The interim reports are due to the STATE within twenty-one (21) calendar days of being notified in writing by the STATE. The interim reports shall include a summary of work progress during the course of the fiscal year, costs incurred in accordance with the approved UPWP and budget, and progress to date, including any problems or work delays. The STATE may delay reimbursement of billings if the requested interim reports are not submitted as specified.

4.2 On or before September 30 of every calendar year, unless otherwise noted in the UPWP Guidelines, after the conclusion of each state fiscal year, the RTPO shall prepare and submit to the STATE a performance and expenditure report. This final report shall summarize work accomplished under the UPWP, costs incurred by work element, and identify any carryover of funds. Each annual report must contain at a minimum:

a. Comparison of actual performance with established goals;
b. Progress in meeting schedules;
c. Status of expenditures in a format compatible with the work program, including a comparison of budgeted (approved) amounts and actual costs incurred;
d. Cost overruns or underruns;
e. Approved work program revisions; and
f. Other pertinent supporting data.

4.3 Reports as described in this section and other documentation or correspondence related to this Agreement should be sent via email to WSDOT's Tribal and Regional Integrated Planning Office at trpo@wsdot.wa.gov.

5 Assignment of Work Items

5.1 The work items may be accomplished by joint effort between the staff of the RTPO, the STATE, and/or local government agencies. Such assignments will be clearly listed in the UPWP.

6 Project Records

6.1 The RTPO shall establish and maintain books, records, documents, and other evidence and accounting procedures and practice, sufficient to reflect properly all direct and indirect costs of whatever nature incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the RTPO, separate accounts shall be established and maintained within the RTPO's existing accounting system or an independent accounting system may be set up for all eligible costs. Costs in excess of the latest approved budget, or attributable

to actions which have not received the written approval of the STATE, shall not be eligible for reimbursement. All costs charged to the RTPO, including any approved services contributed by the RTPO or others, shall be supported by executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges as the STATE deems appropriate.

7 Audits, Inspection, and Retention of Records

7.1 The STATE, the State Auditor, and/or any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all RTPO records, paper and electronic, with respect to all matters covered by this Agreement. Such entities and their representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make copies of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement. All documents, papers, accounting records, and other material pertaining to costs incurred in connection with this Agreement shall be retained by the RTPO for six (6) years from the date of final payment to facilitate any audits or inspections.

7.2 Furthermore, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six-year period, the cost records and accounts shall be retained until such litigation, claim, or audit is completed.

7.3 All RTPOs will be subject to audits by the State Auditor's Office.

8 Modifications

8.1 Either Party may request changes to the provisions of this Agreement and to the UPWP that will be developed. Changes to the work scope and budget changes shall be made by written amendment to the UPWP by the RTPO and approved in writing by the STATE. Other changes to this Agreement which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

9 Termination

9.1 This Agreement expires on the End Date under Term of Agreement above. If it is determined to be in the best interests of the STATE, the STATE may terminate this Agreement upon giving thirty (30) calendar days' notice in writing to the RTPO. If this Agreement is terminated prior to fulfillment of the terms stated herein, the RTPO shall be reimbursed only for actual expenses and non-cancelable obligations, both direct and indirect, incurred to the date of termination as determined by the STATE. The STATE will work with the RTPO to determine what obligations are non-cancelable.

10 Travel

10.1 Current state travel rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement. Reimbursement of travel expenses is limited to travel necessary for the completion of the UPWP tasks. All travel by RTPOs using state funds is subject to state travel rules as outlined in the State Administrative & Accounting Manual (SAAM). In addition, all travel by the RTPO must be in compliance with its own internal policies, those of the fiscal agent, or the State's policies, whichever is more restrictive.

11 Subcontracting and Equipment

11.1 The RTPO shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the STATE. The Tribal and Regional Integrated Planning Office in WSDOT's Multimodal Planning and Data Division shall have fourteen (14) calendar days to review and approve any RTPO consultant agreements prior to execution. The basis of review for proposed consultant agreements will be to ensure that the necessary terms and requirements have been incorporated into the agreement. The RTPO shall comply with all current state laws and regulations governing the selection and employment of consultants. Subcontracts for consultant services must contain all the required provisions of this Agreement to the extent applicable.

11.2 If any equipment is purchased under this Agreement, it shall be listed in the UPWP. All equipment must be purchased, managed, and disposed of in accordance with all current federal and state laws and regulations, and the nondiscrimination provisions of Section 15 of this Agreement. The procurement of all equipment must be used for the sole purpose of regional transportation planning activities. Requests related to this provision shall be emailed to trpo@wsdot.wa.gov.

12 Purchases

12.1 The RTPO shall make purchases of any equipment, material, incidental goods, or supplies, pursuant to this Agreement through procurement procedures approved in advance by the STATE. Any subcontractors hired by the RTPO shall follow the same procurement practices.

13 Personal Liability of Public Officers

13.1 No officer or employee of the STATE shall be personally liable for any acts or failure to act in connection with this Agreement, it being understood that in such matters they are acting solely as agents of the STATE.

14 Ethics

14.1 Code of Ethics. The RTPO agrees to maintain a written code or standard of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by state assistance. The code or standard shall provide that RTPO officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential contractors or subrecipients. The MPO/ RTPO may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. The code or standard shall prohibit RTPO officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local laws or regulations, such codes or standards shall include penalties, sanctions, or other disciplinary actions for violations by RTPO officers, employees, board members, agents, or by subcontractors, subrecipients, or their agents.

14.2 Personal Conflict of Interest. RTPO codes or standards shall prohibit RTPO employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:

a. The employee, officer, board member, or agent of the RTPO;

b. Any member of the immediate family, including any partner, of RTPO employees, officers,

c. board members, or agents; and

d. An organization that employs, or is about to employ, any of the above.

14.3 Organizational Conflict of Interest. The RTPO code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or impair its objectivity in performing the contract work.

14.4 Bonus or Commission. The RTPO affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for financial assistance.

14.5 Relationship with Employees and Officers of the STATE. The RTPO shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of the STATE, nor shall the RTPO rent or purchase any equipment and materials from any employee or officer of the STATE.

14.6 Restrictions on Lobbying. The RTPO agrees to refrain from using state assistance funds to support lobbying;

14.7 Employee Political Activity. To the extent applicable, the RTPO agrees to comply with the provisions of the Hatch Act of 1939, 5 U.S.C. §§ 1501 through 1508, 7324-7326, and Office of Personnel Management regulations, “Political Activity of State or Local Officers or Employees,” 5 C.F.R. pt. 151. The Hatch Act of 1939 limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with federal funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 23 U.S.C. § 142(g), the Hatch Act of 1939 does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act of 1939 does not otherwise apply.

14.8 False or Fraudulent Statements or Claims. The RTPO acknowledges and agrees that the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and USDOT regulations, Program Fraud Civil Remedies, 49 C.F.R. pt. 31, apply to its activities. Accordingly, by executing this Agreement the RTPO certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make in connection with the administration of the RTPO covered by this Agreement. In addition to other penalties that WSDOT reserves the right to impose on the RTPO, the RTPO also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to WSDOT or the Federal Government, WSDOT and the Federal Government, each, reserves the right to impose the penalties of the Fraud Civil Remedies Act of 1986, as amended, on the RTPO to the extent either deems appropriate.

15 Compliance with Laws and Regulations

15.1 The RPTO agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The RPTO will adhere to all

applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the RPTO to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the RPTO to violate state or local law, the RPTO agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the RPTO agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

16 Venue and Process

16.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

17 Legal Relations

17.1 Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

17.2 Further, the RTPO specifically assumes potential liability for actions brought by RTPO's own employees or agents against the STATE and, solely for the purpose of this indemnification and defense, the RTPO specifically waives any immunity under State industrial insurance laws, Title 51 RCW. The provisions of this Section shall survive the termination of this Agreement.

18 Independent Contractor

18.1 The RTPO shall be deemed an independent contractor for all purposes and the employees of the RTPO or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

19 Liability

19.1 No liability shall attach to the STATE by reasons of entering this Agreement except as expressly provided herein.

20 Severability

20.1 If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and this Agreement.

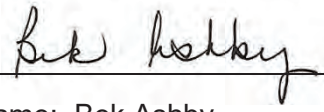
21 Public Records Act

21.1 The RTPO understands and agrees that the Public Records Act, RCW 42.56 applies to the information and documents, both paper and electronic, submitted to the STATE. The RTPO should therefore be aware that all applications and materials submitted will become agency records and are subject to public release through individual public disclosure requests.

22 Authority to Sign

22.1 The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed last by the Parties below.

REGIONAL TRANSPORTATION PLANNING ORGANIZATION	**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**
Signed: 	Signed:  Digitally signed by Kerri Woehler Date: 2021.06.28 09:48:12 -07'00'
Printed Name: Bek Ashby	Printed Name: Kerri Woehler
Title: Chair	Title: Director, Multimodal Planning and Data Division
Date: June 28, 2021	Date: June 28,2021

APPROVED AS TO FORM:
Signed: /s/
Printed Name: James “J” Nelson
Title: Assistant Attorney General
Date: June 21, 2021

PRTPO Resolutions

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 08-2021

Approving the SFY 2022-2027 Regional Transportation Improvement Program for the Peninsula Region

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the designated Regional Transportation Planning Organization (RTPO) for the Peninsula region and is in good standing with the Washington State Department of Transportation (WSDOT) in its agreements and certifications; and

WHEREAS, WSDOT requires a Regional Transportation Improvement Program (RTIP)developed by the PRTPO that describes projects that have planned or secured funding within the counties of Clallam, Jefferson and Mason, by WSDOT and any PRTPO member within the for mentioned three counties; and

WHEREAS, Kitsap County members develop their RTIP through the Puget Sound Regional Council (PSRC); and

WHEREAS, the SFY 2022-2027 Regional Transportation Improvement Program for the Peninsula Region addresses state and federal compliance requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Regional Transportation Improvement Program (RTIP) for SFY 2022-2027 be approved as per the attached report listing one-hundred and forty-five planned transportation projects from PRTPO members; and

THAT members may request amendments to the RTIP using the PRTPO approved RTIP Amendment process.

THAT PRTPO staff will submit projects with secured funds to the WSDOT for inclusion in the 2022 State Transportation Improvement Program (STIP) upon approval of the PRTPO 2022-2027 RTIP.

APPROVED, this 15th day of October, 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 07-2021

Approving an Agreement with Kitsap Transit regarding Administration and Performance of the 2021-2025 Coordinated Public Transit-Human Services Transportation Planning Award

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is a separate legal entity established in 1990 and re-established in 2019 by Interlocal Agreement, and encompasses the physical territory lying within the counties of Clallam, Jefferson, Kitsap, and Mason as authorized by chapter 47.80 RCW and chapter 468-86 WAC; and

WHEREAS, Kitsap Transit is the Lead Planning Agency and Jefferson Transit is the Fiscal Agent for the PRTPO as authorized by Interlocal Agreements; and

WHEREAS, PRTPO was awarded $80,000 in federal funds by the Washington State Department of Transportation (WSDOT) to support an update of the Human Services Transportation Plan (HSTP) and which is included in the adopted 2022-2023 Unified Planning Work Program; and

WHEREAS, the regular PRTPO Fiscal Agent accounting structure is not suitable for the administration of federal transportation funds; and

WHEREAS, Kitsap Transit regularly administers federal transportation funds for a variety of its projects and has capacity to administer this grant for PRTPO; and

WHEREAS, PRTPO Executive Board members agreed that allowing Kitsap Transit to administer the HSTP Grant is beneficial to the PRTPO and to carrying out the Unified Planning Work Program; and

WHEREAS, the PRTPO Chair directed the Washington State Department of Transportation (WSDOT) to assign the $80,000 grant award to Kitsap Transit for administration by letter dated August 27, 2021; and

WHEREAS, WSDOT has agreed with the assignment and has entered into, or will soon enter into, a grant agreement directly with Kitsap Transit where Kitsap Transit will administer the funds and the PRTPO will perform the work required under the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Agreement with Kitsap Transit regarding administration and performance of the 2021-2025 Coordinated Public Transit-Human Services Transportation Planning Award (attached hereto) be approved; and

THAT Kitsap Transit is authorized to submit necessary invoices and reports to the WSDOT on behalf of PRTPO.

APPROVED, this 15th day of October 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 06-2021

Approving PRTPO's UPWP Development Policy

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the designated Regional Transportation Planning Organization (RTPO) for the Peninsula region and is in good standing with the Washington State Department of Transportation (WSDOT) in its agreements and certifications; and

WHEREAS, the Unified Planning Work Program (UPWP) is the document that codifies the planning activities, budget, and revenue sources for RTPOs in Washington State; and

WHEREAS, the PRTPO is responsible for developing and approving a UPWP for the Peninsula region; and

WHEREAS, the UPWP is the framework used by the Lead Planning Agency and Fiscal Agent to fulfill their administrative responsibilities to the PRTPO and as such, is fundamental to the day-to-day and on-going PRTPO operations and planning activities; and

WHEREAS, the PRTPO Executive Board is the governing body responsible for developing the work program and budget on which the UPWP is based, and updating it periodically as needed to reflect changes in work, budget, or both; and

WHEREAS, the PRTPO bylaws specify the need for a policy to guide development and updates to the UPWP work program activities and budget over time to ensure public accountability and transparency.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the procedures described in the UPWP Development Policy are appropriate for timely and accountable management of PRTPO's work program and budget and will serve as the standard operating policy for developing and amending a UPWP for the Peninsula region.

APPROVED, this 15th day of October 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 05-2021

Approving the SFY 2022-2023 Fiscal Agent Agreement with Jefferson Transit

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the state-designated Regional Transportation Planning Organization (RTPO) for the Peninsula region, established through an Interlocal Agreement and Bylaws in 1990 that were updated and reaffirmed by its members in 2019 when the PRTPO became independent from the Washington State Department of Transportation; and

WHEREAS, the PRTPO desires to appoint a Fiscal Agent with certain administrative and financial duties as provided for in the PRTPO's Interlocal Agreement and Bylaws; and

WHEREAS, Jefferson Transit Authority possesses the necessary qualifications to serve as the Fiscal Agent and is willing to serve in this capacity to the PRTPO; and

WHEREAS, an Agreement for Fiscal Agent services for State Fiscal Years 2022-23 has been reviewed by both parties and found to be acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Fiscal Agent Agreement with Jefferson Transit be approved as per the attached document to provide authorized administrative and financial services to the PRTPO in delivering its State Fiscal Year 2022-23 Unified Planning Work Program; and

THAT the Fiscal Agent is authorized to submit necessary invoices and reports to the WSDOT and administer financial activities on behalf of PRTPO.

APPROVED, this 15th day of October 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 04-2021

Approving the SFY 2022-2023 Lead Planning Agency Agreement with Kitsap Transit

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the state-designated Regional Transportation Planning Organization (RTPO) for the Peninsula region, established through an Interlocal Agreement and Bylaws in 1990 that were updated and reaffirmed by its members in 2019 when the PRTPO became independent from the Washington State Department of Transportation; and

WHEREAS, the PRTPO desires to appoint a Lead Planning Agency with certain administrative and financial duties as provided for in the PRTPO's Interlocal Agreement and Bylaws; and

WHEREAS, Kitsap Transit possesses the necessary qualifications to serve as the Lead Planning Agency and is willing to serve in this capacity to the PRTPO; and

WHEREAS, an Agreement for Lead Planning Agency services for State Fiscal Years 2022-23 has been reviewed by both parties and found to be acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Lead Planning Agency Agreement with Kitsap Transit be approved as per the attached document to provide authorized planning and support services to the PRTPO in delivering its State Fiscal Year 2022-23 Unified Planning Work Program; and

THAT the Lead Planning Agency is authorized to submit necessary invoices and reports to the WSDOT and administer financial activities on behalf of PRTPO.

APPROVED, this 15th day of October 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 03-2021

Approving the SFY 2022-2023 Unified Planning Work Program for the Peninsula Region

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the designated Regional Transportation Planning Organization (RTPO) for the Peninsula region and is in good standing with the Washington State Department of Transportation (WSDOT) in its agreements and certifications; and

WHEREAS, WSDOT requires a Unified Planning Work Program (UPWP) that describes what work will be accomplished with designated state RTPO planning funds prior to use of those funds for regional planning purposes; and

WHEREAS, the PRTPO is responsible for developing and approving a UPWP for the Peninsula region; and

WHEREAS, the SFY 2022-2023 UPWP for the Peninsula Region addresses state and federal compliance requirements for PRTPO and other planning activities with the associated budget to support those activities.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the scope and budget of the Unified Planning Work Program for SFY 2022-2023 be approved as per the attached document with the understanding that minor changes in work activity or budget may be made with Board approval as long as it does not increase the work program budget; and

THAT the Lead Planning Agency and Lead Fiscal Agency are authorized to file the necessary agreements, execute contracts with the WSDOT, and administer the work program on behalf of PRTPO.

APPROVED, this 18th day of June 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

John Clauson, Lead Planning Agency

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 02-2021

Authorizing EV Inventory Services Agreement

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the designated Regional Transportation Planning Organization (RTPO) for the Peninsula Region and is in good standing with the Washington State Department of Transportation (WSDOT) in its agreements and certifications; and

WHEREAS, PRTPO is responsible for developing regional information for state and local processes; and

WHEREAS, PRTPO desires temporary technical assistance in establishing a regional inventory of materials to support upcoming planning for electric vehicle (EV) readiness, which was identified by the Executive Board as a regional strategy supporting the 2040 Regional Transportation Plan as called for in the Unified Planning Work Program (UPWP); and

WHEREAS, in assessing its remaining SFY 2021 budget PRTPO estimated an excess of $4,500 beyond what will be needed to deliver the remaining work program by June 30th and authorized its use to obtain technical assistance in developing a regional inventory of EV resources; and

WHEREAS, PRTPO completed its bid review process in compliance with its Procurement Policy and determined that DKS is the preferred consultant for the desired services.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Chair be authorized to execute the attached services agreement between PRTPO and DKS for $4,500 with the understanding that minor changes in final language may be made; and

THAT the Executive Board authorizes the Lead Planning Agency and Lead Fiscal Agency to manage and invoice this contract on behalf of PRTPO.

APPROVED, this 16th day of April, 2021.

ATTEST:

Bek Ashby

Bek Ashby, PRTPO Chair

ATTEST:

John Clauson, PRTPO Lead Planning Agency

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 01-2021

Authorizing One-Year AWC GIS Consortium Services Agreement

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the designated Regional Transportation Planning Organization (RTPO) for the Peninsula Region and is in good standing with the Washington State Department of Transportation (WSDOT) in its agreements and certifications; and

WHEREAS, PRTPO is responsible for developing regional information for state and local processes; and

WHEREAS, PRTPO desires temporary technical assistance in starting up a Geographic Information System (GIS) to support the region's information and communication needs; and

WHEREAS, in December 2020 the PRTPO Executive Board amended the SFY 2021 UPWP and approved a budget of $14,300 for the purpose of obtaining GIS technical support services; and

WHEREAS, PRTPO completed its bid review process in compliance with its Procurement Policy and determined that the Association of Washington Cities (AWC) GIS Consortium Program provides the best value to PRTPO for the desired services.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Chair be authorized to execute the attached services agreement between PRTPO and the AWC GIS Consortium Program for $14,300 with the understanding that minor changes in final language may be made; and

THAT the Executive Board will make a determination during its budget discussions in February 2022 whether to continue the GIS service contract for another year or cancel the agreement.

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APPROVED, this 19th day of February, 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

John Clauson, Lead Planning Agency

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 03-2020

Approving Amendment #1 to the SFY 2021 UPWP for the Peninsula Region

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the designated Regional Transportation Planning Organization (RTPO) for the Peninsula region and is in good standing with the Washington State Department of Transportation (WSDOT) in its agreements and certifications; and

WHEREAS, WSDOT requires a current Unified Planning Work Program (UPWP) that describes what work will be accomplished with designated state RTPO planning funds prior to use of those funds for regional planning purposes, to be amended if the budget changes or shifts between tasks; and

WHEREAS, the PRTPO is responsible for maintaining the UPWP for the Peninsula region throughout the year; and

WHEREAS, unused state fiscal year (SFY) 2020 funds in the amount of $11,873 remain and can be reprogrammed for use in SFY 2021 by amending them into the current UPWP; and

WHEREAS, adjustments needed to rebalance the budget between tasks mid-year are accomplished by amending the current UPWP.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the budget changes identified in Amendment #1 to the Unified Planning Work Program for SFY 2021 be approved as per the attached document; and

THAT the Lead Planning Agency and Lead Fiscal Agency are authorized to file the necessary revisions with the WSDOT and continue to administer the work program on behalf of PRTPO.

APPROVED, this 18th day of December, 2020.

ATTEST:

Bek Ashby, Chair

ATTEST:

John Clauson, Lead Planning Agency

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 02-2020

Approving the SFY 2021-2026 Regional Transportation Improvement Program for the Peninsula Region

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the designated Regional Transportation Planning Organization (RTPO) for the Peninsula region and is in good standing with the Washington State Department of Transportation (WSDOT) in its agreements and certifications; and

WHEREAS, WSDOT requires a Regional Transportation Improvement Program (RTIP)developed by the PRTPO that describes projects that have planned or secured funding within the counties of Clallam, Jefferson and Mason, by WSDOT and any PRTPO member within the for mentioned three counties; and

WHEREAS, Kitsap County members develop their RTIP through the Puget Sound Regional Council (PSRC); and

WHEREAS, the SFY 2021-2026 Regional Transportation Improvement Program for the Peninsula Region addresses state and federal compliance requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Regional Transportation Improvement Program (RTIP) for SFY 2021-2026 be approved as per the attached report listing one-hundred and forty-five planned transportation projects from PRTPO members; and

THAT members may request amendments to the RTIP using the PRTPO approved RTIP Amendment process.

THAT PRTPO staff will submit projects with secured funds to the WSDOT for inclusion in the 2021 State Transportation Improvement Program (STIP) upon approval of the PRTPO 2021-2026 RTIP.

APPROVED, this 16th day of October, 2020.

ATTEST:

Bek Ashby

Bek Ashby, Chair

ATTEST:

John Clauson

John Clauson, Lead Planning Agency

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 01-2020

Approving the SFY 2021 Unified Planning Work Program for the Peninsula Region

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the designated Regional Transportation Planning Organization (RTPO) for the Peninsula region and is in good standing with the Washington State Department of Transportation (WSDOT) in its agreements and certifications; and

WHEREAS, WSDOT requires a Unified Planning Work Program (UPWP) that describes what work will be accomplished with designated state RTPO planning funds prior to use of those funds for regional planning purposes; and

WHEREAS, the PRTPO is responsible for developing and approving a UPWP for the Peninsula region; and

WHEREAS, the SFY 2021 UPWP for the Peninsula Region addresses state and federal compliance requirements for PRTPO and other planning activities with the associated budget to support those activities.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the scope and budget of the Unified Planning Work Program for SFY 2021 be approved as per the attached document with the understanding that minor changes in work activity or budget may be made with Board approval as long as it does not increase the work program budget; and

THAT the Lead Planning Agency and Lead Fiscal Agency are authorized to file the necessary agreements, execute contracts with the WSDOT, and administer the work program on behalf of PRTPO.

APPROVED, this 19th day of June, 2020.

ATTEST:

Bek Ashby, Chair

ATTEST:

John Clauson, Lead Planning Agency

RESOLUTION 002 - 2019

for the

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

Designating Jefferson Transit Authority as the Fiscal Agent

RECITALS

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) was established through an Interlocal Agreement originally executed in 1990.

WHEREAS, the following entities are the voting members of the PRTPO and constitute the Executive Board, which is the decision-making body of the PRTPO:

- The Counties of Clallam, Jefferson, Kitsap and Mason;
- The Cities of Bremerton, Forks, Port Angeles, Port Orchard, Port Townsend, Sequim, and Shelton;
- The Ports of Allyn, Bremerton, Shelton and Port Angeles;
- Clallam Transit, Jefferson Transit Authority, Kitsap Transit and Mason Transit; and
- The Jamestown S'Klallam Tribe, Lower Elwha Klallam Tribe, Makah Tribe, Squaxin Island Tribe, and Skokomish Indian Tribe, and
- Washington State Department of Transportation Olympic Region.

WHEREAS, the PRTPO desires to appoint a fiscal agent for the PRTPO with certain administrative and financial duties identified in the Interlocal Agreement and the Bylaws.

WHEREAS, this Resolution is consistent with the provisions of the Interlocal Agreement that authorizes the designation of a Fiscal Agent and with the PRTPO Bylaws that provide for and explain the duties of the Fiscal Agent.

WHEREAS, the Jefferson Transit Authority possesses the necessary qualifications to serve as the Fiscal Agent.

NOW, THEREFORE, BE IT RESOLVED:

The PRTPO resolves to designate the Jefferson Transit Authority, a political subdivision of the State of Washington, as the Fiscal Agent to the PRTPO effective upon acceptance of the appointment.

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The PRTPO, upon a majority of the Executive Board approving of this Resolution after a motion and a second in favor of approval, the PRTPO hereby duly authorizes its Chair to sign on behalf of the PRTPO.

Signed this 21 day of May 2019.

PENINSULA REGIONAL TRANSPORTATION
PLANNING ORGANIZATION

Bek Ashby, Vice Chair

RESOLUTION 001 - 2019

for the

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

Designating Kitsap Transit as the Lead Agency

RECITALS

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) was established through an Interlocal Agreement originally executed in 1990.

WHEREAS, the following entities are the voting members of the PRTPO and constitute the Executive Board, which is the decision-making body of the PRTPO:

- The Counties of Clallam, Jefferson, Kitsap and Mason;
- The Cities of Bremerton, Forks, Port Angeles, Port Orchard, Port Townsend, Sequim, and Shelton;
- The Ports of Allyn, Bremerton, Shelton and Port Angeles;
- Clallam Transit, Jefferson Transit, Kitsap Transit and Mason Transit; and
- the Jamestown S'Klallam Tribe, Lower Elwha Klallam Tribe, Makah Tribe, Squaxin Island Tribe, and Skokomish Indian Tribe; and
- Washington State Department of Transportation Olympic Region.

WHEREAS, the PRTPO desires to appoint a lead agency for the PRTPO with certain administrative, financial and organizational duties and obligations, which is authorized and required by RCW 47.80.023(7).

WHEREAS, this Resolution is consistent with the provisions of the Interlocal Agreement that authorizes the designation of a Lead Planning Agency and with the PRTPO Bylaws that provide for and explain the duties of the Lead Planning Agency.

WHEREAS, Kitsap Transit possesses the necessary qualifications to serve as the Lead Planning Agency for the PRTPO including the ability to:

a. Perform its duties and obligations as set forth in the Interlocal Agreement and the Bylaws in good faith;

b. Administer contracts, budgeting, accounting and financial transactions, and all administrative, personnel and operational aspects of the PRTPO, as provided for in the Interlocal Agreement and Bylaws;

c. Conduct activities in accordance with the direction of the PRTPO's Executive Board and consistent with all applicable state and federal requirements;

d. Structure activities to perform the work plan as outlined within the PRTPO's Unified Planning Work Program, as adopted by the Executive Board;

e. Submit to the PRTPO's Executive Board for approval all contracts, grant applications, and planning documents and programs;

f. Coordinate activities between the PRTPO, its members, and any third parties.

NOW, THEREFORE, BE IT RESOLVED:

The PRTPO resolves to designate Kitsap Transit, a political subdivision of the State of Washington, as the lead agency to the PRTPO effective July 1, 2019. Upon acceptance of the appointment, this designation authorizes Kitsap Transit to execute the Regional Planning Organization Agreement (DOT Form, 224-091) with Washington State Department of Transportation.

The PRTPO, upon a majority of the Executive Board approving of this Resolution after a motion and a second in favor of approval, the PRTPO hereby duly authorizes its Chair to sign on behalf of the PRTPO.

Signed this 21 day of May 2019.

PENINSULA REGIONAL TRANSPORTATION
PLANNING ORGANIZATION

Bek Ashby

Bek Ashby, Vice Chair

Code of Ethics and Conflict of Interest Policy

Peninsula Regional Transportation Planning Organization

Policies and Procedures

1. Code of Ethics and Conflict of Interest

Purpose

The purpose of this policy is to establish ethical standards to promote the public good and preserve the public trust in all matters addressed by the PRTPO.

The standards herein shall not preclude more stringent standards required by law and nothing herein shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

Policy

All individuals acting for or on behalf of the PRTPO, whether through participation on the Executive Board, the Technical Advisory Committee, the Policy Board, any ad hoc committees of the PRTPO or otherwise, shall abide by the provisions of chapter 42.23 RCW. This includes but is not limited to the following restrictions:

1. No one may use his or her position to secure or attempt to secure special privileges or exemptions for himself, herself, or others, or take actions that would appear to do so.
2. No one may directly or indirectly give or receive, or agree to give or receive, any compensation, gift, reward, or gratuity from a source except the individual's employer, for a matter connected with or related to the PRTPO unless otherwise provided for by law.
3. No one may accept employment or engage in a business or professional activity that the individual might reasonably expect would require or induce him or her to disclose confidential information acquired by reason of his or her position with the PRTPO.
4. No one may disclose confidential information gained by reason of his or her position on the PRTPO, nor otherwise use such information for his or her personal gain or benefit.
5. No one may participate in the selection, award, or administration of a PRTPO contract if an actual, potential or perceived personal or organizational conflict of interest exists.
    a. A personal conflict of interest shall be defined according to chapter 42.23 RCW.
    b. An organizational conflict of interest exists when the nature of the work to be performed under contract may result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the work.

c. Where an actual or potential conflict exists, the individual must identify the conflict and excuse him or herself from voting or taking any other action on the matter.

Any individual who violates these policies will be subject to discipline as determined by a majority vote of the Executive Board. Potential discipline may include, in addition to penalties and actions in RCW 42.23, verbal admonition, written reprimand, public censure, or legal action.

Procedure

1. If at any time an individual acting for or on behalf of the PRTPO has a question about the above provisions or how they should be applied to a specific action of the PRTPO, the individual should contact the PRTPO's legal counsel for guidance.

2. If legal guidance has been requested, legal counsel will review the question or concern and provide written guidance to the individual and the Chair of the PRTPO.

3. Any allegations of violation of this policy will be jointly reviewed by the Executive Committee and legal counsel. If the Executive Committee finds there to have been a violation of policy, the Executive Committee shall refer the matter to the Executive Board to consider discipline. Alternatively, the Executive Committee may choose to form a separate subcommittee to review a complaint.

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Planning Invoice Reimbursement Policy

2. Planning Invoice Reimbursement Policy

Purpose
The purpose of this policy and procedure is to ensure timely reimbursement of Lead Planning Agency (LPA) and Fiscal Agent (FA) costs incurred on behalf of the PRTPO from the biennial appropriation of regional transportation planning funds. (RCW 47.80.050)

Policy
The PRTPO shall prepare an invoice for reimbursement of costs incurred for the PRTPO not less frequently than quarterly. All invoices will be in the format required by WSDOT and shall include the proper documentation to support requested reimbursement.

Procedure
1. The LPA will
    a. Prepare the RTPO Planning Invoice Voucher including the RTPO UPWP Activity Detail report following the instructions provided by WSDOT. (See Attachment A)
    b. Retain and file copies of back-up documentation such as payroll summaries and invoice expense allocation reports in the PRTPO Planning Grant Reimbursement File.
    c. Enter current expenditure amounts in the PRTPO Budget Expenditure Workbook.(See Attachment B)
    d. LPA will sign signature block on invoice.
    e. Transmit the Invoice Voucher and PRTPO Budget Expenditure Workbook to the FA.

2. The FA will:
    a. Transmit FA supplemental activity detail and costs incurred on behalf of the PRTPO to LPA to be included in the RTPO Planning Invoice. FA will retain and file copies of back-up documentation for all FA expenses in the PRTPO Grant Reimbursement File.
    b. Transmit the RTPO Planning Invoice Voucher and Budget Expenditure Report to the Executive Committee for approval via email. Two of the three Executive Committee members must send approval via email before proceeding to step c.
    c. FA will transmit the approved RTPO Planning Invoice Voucher to the WSDOT Tribal and Regional Coordination Office for payment (See Attachment A instructions).
    d. FA will compile all invoice documentation and monthly bank reconciliation report and forward to PRTPO Coordinator to be included on next Executive Board meeting consent agenda.

3. The Executive Board will receive a copy of the invoice at the next regularly scheduled Executive Board meeting for approval on the consent agenda. (see Attachment C Consent Agenda Cover Sheet)

Attachment A

RTPO Planning Invoice Voucher
(sample)

Adopted: August 16, 2019
Revised: October 18, 2020

RTPO PLANNING INVOICE VOUCHER

Peninsula RTPO / Jefferson Transit
63 4 Corners Road
Port Townsend, WA 98368
Vendor # 911124781

Agreement # GCB 3096

Invoice Date 7/15/2020

Billing Time Period
April 1, 2020 - June 30, 2020

RTPO's Certification: I certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age. I certify that I have authorized signature authority.

SIGNATURE DATE

7/15/2020

TITLE Peninsula RTPO / Kitsap Transit

TOTAL RTPO REIMBURSEMENT requested this invoice **$26,287.84**

Allocation Authorized	$304,143.00
Biennium-to-Date	$119,998.02
Allocation Balance	$184,144.98

WORK ELEMENT	DESCRIPTION	Prior Biennium-TO-DATE Expenditures	CURRENT PERIOD EXPENDITURES	Biennium - TO-DATE Expenditures
Program Administration	Salaries	$8,207.70	$4,992.71	$13,200.41
	Travel	$5,114.72	$0.00	$5,114.72
	Consultants	$46,986.20	$16,550.00	$63,536.20
	Miscellaneous	$11,321.27	$3,367.13	$14,688.40
	Total	$71,629.89	$24,909.84	$96,539.73
Transportation Planning	Salaries	$5,251.40	$306.00	$5,557.40
	Travel	$0.00	$0.00	$0.00
	Consultants	$10,400.00	$0.00	$10,400.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$15,651.40	$306.00	$15,957.40
Data Collection and Analysis	Salaries	$0.00	$0.00	$0.00
	Travel	$0.00	$0.00	$0.00
	Consultants	$0.00	$0.00	$0.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$0.00	$0.00	$0.00
Transportation Improvement Program	Salaries	$4,628.89	$1,072.00	$5,700.89
	Travel	$0.00	$0.00	$0.00
	Consultants	$1,800.00	$0.00	$1,800.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$6,428.89	$1,072.00	$7,500.89
RTPO Planning Duties	Salaries	$0.00	$0.00	$0.00
	Travel	$0.00	$0.00	$0.00
	Consultants	$0.00	$0.00	$0.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$0.00	$0.00	$0.00
	TOTAL RTPO Reimbursement	$93,710.18	$26,287.84	$119,998.02

RTPO	Peninsula RTPO / Jefferson Transit
Billing Time Period	April 1, 2020 - June 30, 2020

TPO Reviewer	Date
Edward Coviello	7/15/2020

RTPO UPWP ACTIVITY DETAIL

ELEMENT From Page 1

ACTIVITY Description - work completed during billing period - and STATUS to date

Program Administration

a. Meeting Support. Provided staff support for April Executive Board meeting, May TAC meeting, and June Executive Committee and Executive Board meetings. Support included agenda setting and coordination, development of staff reports and meeting materials, remote meeting hosting and logistics, participation in meetings, recaps, corresponence and follow-up as needed. (on-going)

b. Transportation Alternatives Program. Adapted original in-person format to remote format. Developed on-line multimedia support materials and conducted evaluation and prioritization process with the TAC. Executive Board reviewed proposals and TAC recommendation, and awarded funding to four projects. Award letters sent and files updated for next process in 2022. (complete)

c. SFY 2021 UPWP. Completed draft review with Executive Board and final review and approval in June. SFY 2021 UPWP sent to WSDOT and files set up for new fiscal year work. Scoped new work program rollout with Executive Committee and Board, and developed initial work plan for the year. Identified key initiatives for 1st and 2nd quarters. (complete)

d. Statewide Investment Strategy. Participated in phone interview with WSDOT and reviewed summary materials. Supported Executive Board discussions in April and June about regional values and interests in this statewide study effort. Talked with the Investment Group moderator about the study effort, in preparation for the first meeting in July. (on-going)

e. Member Correspondence. Responded to member inquiries on work program or regional transportation planning questions. Provided PRTPO introductions and overview of the RTPO process to member agency staff not familiar with the organization. Compiled and distributed bi-monthly Coordinator update to members. (on-going)

f. Engagement. Worked with Chair and Past-Chair on presentation for the Washington State Transportation Commission, which was rescheduled from March to July. Coordinated with WSTC staff on preparation and scheduling logistics. (on-going)

g. PRTPO website. Posted updated information on the website and performed routine maintenance and coordination activities. Acquired new Squarespace hosting platform and began converting the website to a modern web-hosting format. (on-going)

h. Lead Agency communication and coordination. Routine phone calls, emails, and in-person meetings as needed to ensure overall program coordination. Continued to monitor public health responses to Covid-19 and adapt programs as needed, such as extending the deadline for TAP applications by two weeks, and adopting a fully remote evaluation process format. (on-going)

i. Accounting. Completed monthly and quarterly invoicing, reporting, and accounting procedures. Updated software licenses. (on-going)

Please check the box if any activity was reimbursed from: STBG ☐ or HSTP ☐

Transportation Planning

b. Quarterly MPO/RTPO Coordinating Committee meeting. Prepared for and participated in the meeting, and followed up on coordinating committee questions regarding PRTPO representation. (complete, on-going)

c. Passenger-only Ferry Study RTPO group. Coordinated with other PSRC and other affected RTPOs to promote an area-wide passenger-only ferry study, review results, and provide input on evaluation factors. Reached out to various agencies to obtain economic impact analysis information needed for the study to assess benefits of new service for tourism and outdoor recreation in rural communities. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Data Collection and Analysis

No activity this quarter.

Please check the box if any activity was reimbursed from: ☐ **STBG** or ☐ **HSTP**

Transportation Improvement Program

a. OA policy review. Monitored renewed revisions to draft OA delivery policy. (on-going)

b. RTIP amendment policy. Presented draft RTIP amendment policy and new report format to the Executive Board and TAC for review and feedback. Adopted the new policy and report format in June. (complete)

c. RTIP amenment. Completed RTIP amendment for Clallam Transit. (complete)

Please check the box if any activity was reimbursed from: ☐ **STBG** or ☐ **HSTP**

RTPO Planning Duties

No activity this quarter.

Please check the box if any activity was reimbursed from: ☐ **STBG** or ☐ **HSTP**

OTHER COMMENTS - Additional information to explain approved deviations or delays from original UPWP task descriptions

The work noted in this form is provided by consultant and lead agency staff.

SIGNATURE	TITLE	DATE
	Transportation and Land Use Planner	7/15/2020

Attachment B

PRTPO Budget Expenditure Workbook (sample)

Adopted: August 16, 2019
Revised: October 18, 2020

Peninsuala Regional Transportation Planning Organization
SFY 2020 th uarter
UPWP Budget Report

PRTPO Work Program Element	SFY 2020 Actual	SFY 2021 Budget	Total 20-21 Biennium	Expenditures to Date	State RTPO Revenues	Other Revenues	Total Revenues	Remaining Budget
Program Administration	$ 96,540	$ 79,012	**$ 175,552**	$ 96,540	$ 96,540	$ -	$ 96,540	**$ 79,012**
Transportation Planning	$ 15,957	$ 46,200	**$ 62,157**	$ 15,957	$ 15,957	$ -	$ 15,957	**$ 46,200**
Data Collection and Analysis	$ -	$ -	**$ -**	$ -	$ -	$ -	$ -	**$ -**
Regional TIP	$ 7,501	$ 12,760	**$ 20,261**	$ 7,501	$ 7,501	$ -	$ 7,501	**$ 12,760**
Other RTPO Planning Duties	$ -	$ 34,300	**$ 34,300**	$ -	$ -	$ -	$ -	**$ 34,300**
Totals	**$ 119,998**	**$ 172,272**	**$ 292,270**	**$ 119,998**	**$ 119,998**	**$ -**	**$ 119,998**	**$ 172,272**

Acronyms:

RTPO	Regional Transportation Planning Organization
SFY	State Fiscal Year (July 1 - June 30)
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program

Attachment C

Consent Agenda Cover Sheet
(sample)

Adopted: August 16, 2019
Revised: October 18, 2020

ACTION ITEM

To: PRTPO Executive Board
From: Thera Black, PRTPO Coordinator
Date: October 9, 2020
Subject: **SFY 2021 1st Quarter Expense Voucher Approval**

REQUESTED ACTION:

Approve 1st quarter expenditures for the SFY 2021 Unified Planning Work Program in the amount of $40,509.

Overview

The PRTPO Executive Board is responsible for approving quarterly expenditures submitted to WSDOT for reimbursement. The attached invoice was prepared by the Fiscal Administrator, reviewed and authorized by the Executive Committee and approved for inclusion on the Executive Board consent calendar.

The budget summary report is below.

Attachment:

- *SFY 2021 1st Quarter Invoice Reimbursement Package*

Work Program Element	SFY 2020 Actual	SFY 2021 Budget	Total 20-21 Biennium	Previous Expenditures	Current Expenditures	State RTPO Revenues*	Remaining Budget
Program Administration	$ 96,540	$ 79,012	**$ 175,552**	$ 96,540	$ 21,985	$ 118,525	**$ 57,027**
Transportation Planning	$ 15,957	$ 46,200	**$ 62,157**	$ 15,957	$ 5,740	$ 21,697	**$ 40,460**
Regional TIP	$ 7,501	$ 12,760	**$ 20,261**	$ 7,501	$ 2,673	$ 10,174	**$ 10,087**
Other RTPO Planning Duties	$ -	$ 34,300	**$ 34,300**	$ -	$ 10,112	$ 10,112	**$ 24,188**
Totals	**$ 119,998**	**$ 172,272**	**$ 292,270**	**$ 119,998**	**$ 40,509**	**$ 160,507**	**$ 131,763**

**** PRTPO uses State RTPO revenue only.***

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Public Records Policy

4. PUBLIC RECORDS

The Peninsula Regional Transportation Planning Organization (Peninsula RTPO or PRTPO) seeks to conduct all of its work in an open and transparent nature. To help make sure the public has access to PRTPO records, the following Public Records Policy has been prepared as required by chapter 42.56 RCW.

Purpose
The purpose of this policy is to establish public records request and public record retention rules that ensure public access to information concerning the conduct of business by PRTPO. Chapter 42.56 RCW, the Public Records Act ("the act"), defines 'public records' to include any 'writing containing information relating to the conduct of government or the performance of any governmental or propriety function prepared, owned, used, or retained' by the organization, regardless of physical form or characteristics.

Policy
Public Records Requests
The Peninsula RTPO adopts the Public Records Act Rules of Procedure of Kitsap Transit, as the PRTPO lead planning agency. A copy of Kitsap Transit's Public Records Act Rules is found on PRTPO's "About Us" page, [insert document link when it is posted]. Kitsap Transit's Public Records Officer will respond to any public records requests made of PRTPO.

Public Records Retention
Peninsula RTPO records are subject to the Local Government Common Records Retention Schedule and the Transit Authorities Records Retention Schedule as provided by the Washington Secretary of State. Kitsap Transit, as the PRTPO lead planning agency, will maintain and retain PRTPO records in accordance with the most recent of these schedules, as well as any other schedule applicable to a particular document.

Public Records Act Request Procedure
Any person wishing to make a public records request of PRTPO should follow the current instructions for contacting Kitsap Transit's Public Records Officer, which is found on the Public Records Request page of Kitsap Transit's website at https://www.kitsaptransit.com/agency-resources/public-records-request . Alternatively, a person may call Kitsap Transit at 360.377.2877 and ask for the Public Records Officer.

Within five business days following receipt of the request, Kitsap Transit will either provide the requested PRTPO records, acknowledge receipt of the request along with

an expected date the materials will be available, or provide a reason for denying the request. PRTPO records will be made available for viewing at Kitsap Transit's Administrative Office at 60 Washington Avenue, Suite 200 in Bremerton. Public records will be available for inspection and viewing during the Kitsap Transit customary office hours: Monday through Friday, 8:00AM to 4:00PM, excluding legal holidays. Records may also be available as copies mailed or sent via email. The fee for providing PRTPO records shall be at the prevailing cost charged by Kitsap Transit at the time of the request, payable at the time records are provided as per state statute.

Exemptions
The Public Records Act provides for certain classifications of records to be exempted from disclosure. All requests for viewing or copying of public records will be reviewed for compliance with current state statutes.

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Procurement Policy

3. PROCUREMENT POLICY

Purpose

This policy is intended to direct PRTPO's purchases of goods and services. The procurement process is intended to be an open, fair, well documented, and competitive process.

Objectives

The objectives of PRTPO's procurement policy are as follows:

- Establish a uniform system to obtain supplies, materials, equipment and services in an efficient and timely manner;
- Maintain responsibility and accountability of public funds used by PRTPO;
- Ensure equal opportunity and competition among vendors and consultants;
- Support effective relationships and clear communication between PRTPO and its vendors and consultants; and
- Comply with the comprehensive state procurement statutes which govern expenditures of public funds.

Scope

This policy applies to purchases of:

- Supplies, materials and equipment that are not connected with a public work
- Non-professional services, including personal and purchased services
- Professional services

This policy does not apply to the acquisition, sale, lease, or other transfer or encumbrance of real property. This policy also does not apply to the procurement of a public work, as defined in RCW 39.04.010, or to those goods and services used in connection with a public work.

If grant funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than PRTPO's policy.

Policy

All purchases shall comply with applicable federal, state and local laws and regulations as well as with the following:

- PRTPO Bylaws;
- PRTPO Policies and Procedures;
- The Regional Transportation Planning Organization Agreement with the Washington State Department of Transportation (WSDOT);

- The applicable policies and procedures of the PRTPO Lead Planning Agency;
- The applicable policies and procedures of the PRTPO Lead Fiscal Agent.

Where any of the above differ or conflict, the more restrictive shall govern.

Code of Ethics

No employee, officer or agent of PRTPO shall participate in the selection, award or administration of a contract or authorization of a purchase if he or she would be beneficially interested, whether directly or indirectly or whether the interest is real or apparent, as provided in chapter 42.23 RCW.

Responsibilities

The Executive Board has primary responsibility and oversight for purchasing activities of PRTPO and has the authority to delegate purchasing responsibilities as appropriate. The Executive Committee will periodically review and evaluate the procurement procedures to ensure the best internal controls possible and will recommend changes as necessary.

Procedure

1. Determine Total Purchase

a. Use Anticipated Cost
The anticipated annual need for a good or service (when it can reasonably be projected) shall be used to determine the cost of that good or service, and thus which procurement method and related purchasing requirements shall apply.

b. No "Splitting"
Procurements shall not be divided to artificially create a lower total cost to avoid a particular procurement method or purchasing requirement. If one item being purchased requires another item to "make a whole", the total accumulated costs of the two items (when they can reasonably be projected) should be considered together to determine which procurement method is applicable. If the two items are not available from a single supplier, this prohibition shall not apply.

c. Costs to Include
The total cost shall include all taxes, freight, installation, and other similar charges when determining which cost threshold and related purchasing requirements apply.

d. Include Total Quantity Needed
The total quantity of a needed item (when it can reasonably be projected) shall be considered when determining which cost threshold and related purchasing requirements apply.

e. Multiphase Programs
If a project is to be completed in phases, the total accumulated cost for all

phases shall be considered when determining which cost threshold and related purchasing requirements apply.

2. Procurement Approval and Method

A PRTPO Purchase Request Form (Attachment A) must be completed for all purchases and included with invoice documentation. Procurements must be covered by budget appropriations approved by the PRTPO's Executive Board in the most current year Unified Planning Work Program (UPWP). Procurements requiring additional appropriations must also be approved by the Executive Board. All purchases shall be documented and invoiced in accordance with PRTPO's Planning Invoice Reimbursement policy.

One of the following methods of procurement must be used:

a. Micro Purchases - Less than $7,500

Micro purchases cover the acquisition of materials, supplies, or equipment, or the acquisition of non-professional services when the aggregate annual dollar amount is less than $7,500. Micro-purchases do not require any formal competitive solicitation, but reasonable efforts should be made to receive the best price possible by obtaining informal cost information from three potential vendors before making a final determination. Purchase approval may be made by the head of the Lead Planning Agency or by the head of the Lead Fiscal Agency for micro purchases that directly support their respective responsibilities in administering PRTPO, or by a majority of the Executive Board to support PRTPO program needs.

b. Small Material Purchases - $7,500 to $15,000

Small material purchases cover the acquisition of materials, supplies and equipment when the aggregate annual dollar amount is $7,500 or more up to and including $15,000. Small material purchases shall be processed through a competitive solicitation process whereby a minimum of three (3) price or rate quotes are solicited from vendors who can reasonably be expected to provide the required goods and/or services. The quotes must be documented on a Purchase Request Form and approved by a majority of Executive Board members prior to execution of the procurement. The procurement shall be awarded to the lowest responsive and responsible offeror, based on the responsibility criteria in RCW 39.04.350 or any supplemental criterial adopted pursuant thereto.

c. Small Service Purchases - $7,500 to $50,000

Small service purchases cover acquisition of non-professional services when the aggregate annual dollar amount is $7,500 or more up to and including $50,000. Small service purchases shall be processed through a competitive solicitation process whereby a minimum of three (3) price or rate quotes are solicited from vendors who can reasonably be expected to provide the required services. The quotes must be documented on a Purchase Request Form and approved by a

majority of the Executive Board members prior to execution of the procurement. The procurement shall be awarded to vendor who provides the best quality and price available.

d. Competitive Proposals – material purchases greater than $15,000 and service purchases greater than $50,000

Purchases of materials, supplies or equipment resulting in an aggregate annual dollar amount of greater than $15,000 and purchases of non-professional services greater than $50,000 shall be procured using one of the following methods:

Request for Proposals (RFP)

RFPs are to be used to solicit solutions for a defined scope of work or project presented by the PRTPO. An RFP should identify criteria to evaluate and rank proposals and ask for a description of how the scope of work is to be accomplished, past experience in providing similar work, the cost of providing the work, a schedule of providing the work and any deliverables, and the identification of key personnel to be used along with their qualifications and availability.

Responses to an RFP are to be evaluated by a review committee based upon the criteria identified in the RFP. Where not prohibited by law, this method can also provide for limited negotiation of terms and conditions of the proposal, including price, before the award. An award will be made to the vendor whose proposal is determined to be the most advantageous to PRTPO.

Request for Qualifications (RFQ)

RFQs are to be used when seeking non-professional services that warrant the consideration and evaluation of the vendor based on demonstrated competency and qualification rather than price. An RFQ should identify criteria to evaluate and rank qualifications and ask for a consultant's general capabilities, list of principals, previous projects, number of employees, and relevant licenses.

Responses to an RFQ are to be evaluated by a review committee based upon the criteria identified in the RFQ, which may include cost when allowed by law. Once a qualified consultant is selected, the PRTPO shall negotiate with the vendor on price and other terms and conditions. An award will be made to the consultant deemed to be the best qualified so long as an agreement is reached on all other terms, including cost, scope and schedule.

The following requirements apply to all competitive RFP and RFQ procurement methods:

- All RFP/Qs must be approved by a majority of the Executive Committee;
- The RFP/Q must be publicized in accordance with the applicable law that is the most restrictive;
- The RFP/Q must identify all evaluation factors and their relative

importance, and that only complete and timely submittals will be considered;
- Publication of the RFP/Q will be made in the paper of record, posted on the PRTPO website, and distributed to known groups that could respond in an effort to obtain proposals from multiple qualified resources;
- A method shall be established for conducting technical evaluations of the proposals and qualifications received as part of the development of the RFP/Q;
- WSDOT shall be afforded the opportunity to serve on any review committee for consultant services;
- For RFPs involving the procurement of services, the proposal most advantageous to the PRTPO will be selected, even when the preferred proposal is not the lowest-priced;
- For RFQs, competitors' qualifications will be evaluated, and the most qualified competitor will be selected, subject to negotiation of fair and reasonable compensation;
- Approval of all competitive awards will be made by a majority of the Executive Board; and
- Following approval by the Executive Board, the head of the Lead Planning Agency or the Chair of the PRTPO Executive Board are authorized to sign all contracts.

e. Noncompetitive Proposals

Procurement through solicitation without competitive requirements may be used when at least one of the following applies:

- The item is clearly and legitimately available only from a single source;
- An emergency exists, as defined herein, provided that the procedures in RCW 39.04.280 are followed for the purchase of materials, supplies or equipment, that the procedures in RCW 53.19.030 are followed for the purchase of non-professional services, and RCW 39.80.060 is followed for the purchase of professional services;
- Noncompetitive negotiations are specifically authorized in a grant; or
- After solicitation of at least two (2) sources, competition is determined to be infeasible.

For all noncompetitive proposals, purchase approval must be made by a majority of the Executive Board members.

f. Other Government or Cooperative Contracts

Competition is not required when purchases of supplies, services or equipment are made through competitively secured contracts executed by other government agencies or bona fide cooperative purchasing agreements, such as purchases of telephone service, software and computer equipment through vendor contracts negotiated by the State of Washington. Purchase approval is made by a majority of the Executive Board members.

g. Intergovernmental Purchasing
Services provided by qualified public sector agencies through intergovernmental agreements with any governmental entity, whether federal, state or local, shall be exempt from the competitive solicitation requirements. Purchase approval is made by a majority of the Executive Board members.

h. Architectural and Engineering Services
The requirements outlined in RCW 39.80 must be followed to procure professional architectural or engineering services. Purchase approval is made by a majority of the Executive Board members.

i. Electronic data processing and telecommunication systems
The competitive negotiation requirements outlined in RCW 39.04.270 may be used for the purchase and installation of electronic data processing (e.g., computer) and telecommunication equipment, software or services. Purchase approval is made by a majority of the Executive Board members.

3. Contracts

a. Templates
To the extent possible, contracts for the purchase of materials, supplies, equipment, or services, whether professional or non-professional, shall use PRTPO contract templates.

b. Mandatory terms
All contracts must comply with terms required by the most recent Regional Transportation Planning Organization Agreement with WSDOT. When state funds are used to secure consultant services, provisions substantially similar to those set forth in Attachment B must be incorporated into the contract. When federal funds are used to secure services or materials, provisions substantially similar to those set forth in Attachment C must be incorporated into the contract. These attachments shall be updated when modified by the Regional Transportation Planning Organization Agreement with WSDOT.

c. WSDOT Approval
WSDOT shall review and approve any consultant services agreement prior to execution.

d. PRTPO Authorization
The PRTPO Executive Board shall review the contract and supporting procurement documentation prior to authorizing the Chair to execute any contract for services.

4. Procurement limitations

a. Equipment

Any equipment to be purchased shall first be listed in the Unified Planning Work Program (UPWP) and must be purchased, managed and disposed of in accordance with all current federal and state laws and regulations. All purchased equipment may only be used for the sole purpose of regional transportation planning activities and upon completion of the work, the equipment shall become property of the state when using state funds.

b. Nondiscrimination

In all purchases, the PRTPO shall not discriminate on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Washington's Law Against Discrimination (RCW 49.60.030), Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all applicable requirements of any other nondiscrimination statute.

c. Federal Funding

When federal funds are used to procure materials or services, all purchasing shall comply with 2 CFR 200 et seq., including 2 CFR 1201 et seq., and Federal Transit Administration (FTA) Circular 4220.1F. This includes preferences for buying American made products in accordance with 49 USC 5323(j) and 49 CFR 6661, using U.S. Flag vessels for cargo under 49 CFR 381, and using U.S. Flag carriers under 49 USC 40118. It also includes refraining from using state or local preferences unless an exception is authorized (as described in FTA Circular 4220.1F).

Glossary

Relevant terms associated with this policy.

Appropriation

PRTPO Executive Board authorization to expend funds for a specific purpose.

Competitive Bidding

The submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services.

Emergency

A set of unforeseen circumstances beyond the control of PRTPO that either: present a real, immediate threat to the proper performance of essential functions; or may result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

Non-Professional Services
All services that are not otherwise governed by chapter 39.80 RCW. These include personal services as defined in RCW 53.19.010(6), which are services that provide professional or technical expertise to accomplish a specific study, project, task, or other work statement, and purchased services as defined in RCW 53.19.010(8), which are services that provide routine, continuing, and necessary functions.

Professional services
Services provided within the scope of the general definition of professional practice in chapter 18.08 RCW (architects), chapter 18.43 RCW (landscape architects), or chapter 18.86 RCW (engineers and land surveyors). Professional services are governed by the procurement requirements in chapter 39.80.

Quote
A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective purchaser for purchases below the amount requiring formal bidding. For professional service contracts not covered by chapter 39.80 RCW, quotes would typically include the qualifications of the provider and may or may not include pricing information depending upon the situation.

ATTACHMENT A

PRTPO Purchase Request Form

Important: Please refer to the PRTPO Procurement Policy for further instructions on purchasing and required documentation, and complete both sides of this Purchase Request Form. Approval is required as noted prior to purchase.

Complete ALL Non-Shaded Sections (type or print legibly)			
Simple Purchase Request Title:		Person Requesting Authorization:	
Detailed Purchase Description:			
Is this item or service included in the current year UPWP? *(select one)*		Submittal Date:	
UPWP Task Area *(select one)*	Subtask	Unit Cost	Total Cost
		Total Final Cost:	$0.00

Review and Approval

1. Micro Purchase Approval:

_____ _____

Authorizing Signature Date

(Print) _____

Name Title Agency

2. Approval of all other procurements requires a majority of the Executive Board.

_____

PRTPO Chair

Date Approved: _____

Purchase Date: _____ **Invoice Reimbursement Submittal Date:** _____

Select procurement method and complete vendor selection as appropriate:

☐ Micro Purchase (less than $7,500) Competition is not required. Describe basis for price:

- ☐ Catalog Price.
- ☐ Market price or price offered to general public.
- ☐ Price set by law or regulation.
- ☐ Price compared to recent purchases of similar goods and/or services.
- ☐ Other: _____

☐ Small Material Purchase ($7,500 - $15,000) Competition is required - document price rates or quotes from at least three (3) qualified vendors and/or an approved Vendor List. Attach documentation.

- ☐ This is a recurring purchase - price quotes will be obtained periodically as needed.
- ☐ Price quotes or RFP/Q were obtained to establish a competitive and reasonable price. Complete section below or reference RFP/Q if applicable:

Vendor 1 _____

Vendor 2 _____

Vendor 3 _____

Reason for final selection:

_____

☐ Small Service Purchases ($7,500 - $50,000) Competition is required - document price rates or quotes from at least three (3) qualified vendors. Attach documentation.

- ☐ This is a recurring purchase - price quotes will be obtained periodically as needed.
- ☐ Price quotes or RFP/Q were obtained to establish a competitive and reasonable price. Complete section below or reference RFP/Q if applicable:

Vendor 1 _____

Vendor 2 _____

Vendor 3 _____

Reason for final selection:

_____

☐ Competitive Proposal (Material purchases greater than $15,000 and service purchases greater than $50,000) Competition is required - document formal written bids, proposals, or qualifications from multiple qualified sources, if possible. RFP/Q's may be used. Select one:

- ☐ Approved RFP/Q was used to solicit proposals.
- ☐ Details of publication and technical review is in the RFP/Q file.
- ☐ Documentation of formal proposals or qualifications is attached.

Reason for final selection:

_____

☐ Noncompetitive Proposal Only possible when none of the above methods apply *and* one of the following applies (check all applicable boxes):

- ☐ The item or services are available from only one source.
- ☐ An emergency exists beyond the control of PRTPO
- ☐ The granting agency authorizes noncompetitive negotiations.
- ☐ After solicitation of at least two (2) sources, competition is determined to be infeasible.

Notes: _____

☐ Government Cooperative Contract

Name of Government or Purchasing Cooperative _____

☐ Intergovernmental Purchase

Name of other Government _____

Attachment B

Mandatory Terms When Using State Funds

1. Conservation. The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the most current Washington State Energy Strategy developed under chapter 43.21F RCW.

2. Requests for information. The Contractor shall provide all information requested by the PRTPO within five (5) business days of the request when such is necessary for a progress report to the state. When information requested is for a performance and expenditure report, the Contractor shall provide all information requested on or before the date as conveyed by the PRTPO. Failure to do so may result in delayed payments to the Contractor.

3. Records Retention and Access
   The Contractor shall retain all records relating to performance of the Contract for six (6) years after completion of the Contract or longer if requested. The PRTPO and WSDOT, or any agent thereof, shall have full access to all records retained under the Contract during normal business hours and as often as they deem necessary. The PRTPO and WSDOT, or any agent thereof, shall be permitted to audit, examine, and make copies, excerpts or transcripts from such records at no cost.

4. Audits. The Contractor shall cooperate with and promptly respond to any independent audit conducted.

5. Amendments. This Agreement may be amended only in writing and only by agreement by both parties following review and approval by WSDOT.

6. Purchases of Material.
   Only those purchases of equipment specifically identified in the Scope of Work shall be allowed to be purchased under this Contract. All equipment must be purchased, managed, and disposed of in accordance with state law and with Title VI of the Civil Rights Act. All purchased equipment shall only be used for the sole purpose of regional transportation planning activities. Any equipment on hand at the completion of the work shall become property of the state.

7. No obligation of the State
   The PRTPO and the Contractor acknowledge and agree that absent the express written consent by WSDOT, the state is not a party to this Contract and shall not be subject to any obligations or liabilities to the PRTPO or the Contractor or any other party pertaining to any matter resulting from this Contract.

   This provision is required to be included in any subcontract entered into by the Contractor or any subcontractor to carry out this Contract.

8. Non-Discrimination
   In all purchases, the PRTPO shall not discriminate on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Washington's Law Against Discrimination (RCW 49.60.030), Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all applicable requirements of any other nondiscrimination statute.

9. Compliance
   The Contractor agrees to comply with all applicable federal, state, and local laws in the performance of this Contract.

10. Equal Employment Opportunity
    The Contractor agrees to abide by all state and federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records.

Attachment C

Mandatory Terms When Using Federal Funds

1. Uniform Administrative Requirements
   Any purchases for services or supplies under this Contract must be purchased, managed, and disposed of in accordance with 2 CFR 200 et seq., including 2 CFR 1201 et seq., and Federal Transit Administration (FTA) Circular 4220.1F when federal funds are used. This includes preferences for buying American made products in accordance with 49 USC 5323(j) and 49 CFR 6661, using U.S. Flag vessels for cargo under 49 CFR 381, and using U.S. Flag carriers under 49 USC 40118. It also includes refraining from using state or local preferences unless an exception is authorized (as described in FTA Circular 4220.1F).

2. Incorporation of Federal Terms
   All applicable provisions required by the Federal Transit Administration are incorporated herein by this reference when federal funds are used. Further, when any Federal Transit Administration regulation, policy, procedure or directive is amended, such amendment shall automatically be incorporated into this Contract.

3. No obligation by the Federal Government
   The PRTPO and the Contractor acknowledge and agree that absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the PRTPO or the Contractor or any other party pertaining to any matter resulting from this Contract.

   This provision is required to be included in any subcontract entered into by the Contractor or any subcontractor to carry out this Contract.

4. Records Retention and Access
   The Contractor shall retain all records relating to performance of the Contract for six (6) years after completion of the Contract or longer if requested. The PRTPO and WSDOT, or any agent thereof, shall have full access to all records retained under the Contract during normal business hours and as often as they deem necessary. The PRTPO and WSDOT, or any agent thereof, shall be permitted to audit, examine, and make copies, excerpts or transcripts from such records at no cost.

5. Use of Disadvantaged Business Enterprises
   The Contractor agrees to take measures to facilitate participation by disadvantaged business enterprises (DBE) and comply with all federal requirements to do so, including 49 USC § 5332 and 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.”

6. Non-Discrimination
   The Contractor agrees that it shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and the Americans with Disabilities Act of 1990 in the performance of the Contract. The provisions of 49 CFR 26 and 49 CFR 21 are incorporated by reference and made a part of this contract.

7. Compliance
   The Contractor agrees to comply with all applicable federal, state, and local laws in the performance of this Contract.

8. Interest of Members of or Delegates to Congress
   No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

9. Equal Employment Opportunity
   The Contractor agrees to abide by all state and federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records.

UPWP Development Policy

5. UPWP Development Policy

Purpose
This policy outlines how PRTPO will develop and amend its annual work program and budget, hereinafter referred to as its Unified Planning Work Program (UPWP). Developing and managing a UPWP is a requirement of Regional Transportation Planning Organizations (RTPO) to fulfill terms of their Regional Transportation Planning Organization Agreement, also known as the funding agreement, with the Washington State Department of Transportation (WSDOT). The UPWP is the framework the Executive Board uses to conduct its regional transportation planning process.

Objectives
Objectives of PRTPO's UPWP Development Policy are to:

- Maintain responsible and transparent use of public funds awarded to PRTPO for the purposes of regional transportation planning
- Articulate how PRTPO will develop and amend its UPWP
- Establish clear direction and budget guidance for Lead Planning Agency (LPA) and Fiscal Agency (FA) representatives in carrying out PRTPO's approved work program
- Ensure effective and accountable program management that achieves PRTPO's policy objectives within its existing resources while fulfilling all state requirements

Policy
PRTPO will develop and maintain a Unified Planning Work Program (UPWP) that satisfies all requirements of its funding agreement with WSDOT, as directed by WSDOT's Tribal and Integrated Regional Planning Office.

It is PRTPO's policy to adopt a two-year UPWP at the start of a new biennium and to manage it on an on-going basis. At a minimum, PRTPO will conduct a review and Annual Amendment of the UPWP midway through the biennium.

All funds received by PRTPO for regional planning, regardless of source, will be included in the UPWP with a description of the work to be accomplished. PRTPO will only undertake work included in its adopted UPWP. It will amend the UPWP if necessary to reflect approved changes to the adopted work program.

Procedures
These procedures describe how PRTPO will develop a two-year UPWP and Annual Amendment.

1. The PRTPO Executive Committee, in consultation with the LPA and FA, will review UPWP guidance distributed by WSDOT in December of even numbered years as well as the funds

available for purposes of regional planning during the next biennium. This review extends to any other funds secured by PRTPO for specific work. The purpose of the review is to establish a general framework for UPWP development for the Executive Board to consider at its first meeting of the calendar year.

2. The Executive Board will receive an overview in February from the PRTPO Coordinator outlining work program requirements and revenue resources for the ensuing biennium or funding period. The Board will identify potential opportunities for other regional planning activities in the event resources are available during the biennium. The Executive Board will provide direction to the PRTPO Coordinator in the development of a draft UPWP for review.

3. The PRTPO Coordinator will develop a draft UPWP incorporating Executive Board direction and that satisfies requirements of WSDOT's RTPO funding agreement and reflects its annual guidance. The draft UPWP will document the proposed scope of work and associated budget and revenues for the Executive Board to review in April.

4. To the extent practicable, the Executive Board will review and refine the draft UPWP prior to its submittal to WSDOT for review. Representatives of the Executive Committee, the LPA, and/or the FA will participate in an annual review of the draft UPWP with WSDOT.

5. The Executive Board will receive a final draft UPWP for review and adoption by resolution in June. The final adopted UPWP will be transmitted to WSDOT by the LPA. Adoption of the UPWP authorizes the PRTPO Chair, LPA, and FA to execute all necessary funding agreements and reimbursements with WSDOT necessary to carry out the adopted UPWP.

6. PRTPO will repeat Procedures 1-5 during alternate years to produce an Annual Amendment to the UPWP adjusted to the needs and budget of Year 2 of the biennium.

From time to time, PRTPO will need to amend the UPWP outside of the development and Annual Amendment process. This may be to address changes in work program priorities, to reallocate funds between tasks, or to add additional work and revenue to the UPWP. These procedures describe how PRTPO will amend the UPWP on an as-needed basis.

7. The Executive Board will receive a briefing from the PRTPO Coordinator on the need for an amendment and will review the proposed changes, making any revisions deemed necessary.

8. To the extent practicable, the Executive Board will receive a draft of the proposed amendment at its subsequent meeting for adoption by resolution. The final amended UPWP will be transmitted to WSDOT by the LPA. Adoption of the amended UPWP authorizes the PRTPO Chair, LPA, and FA to execute all necessary funding agreements and reimbursements with WSDOT necessary to carry out the amended UPWP.

9. In the event of unforeseen circumstances that necessitate a faster amendment process, the PRTPO Coordinator will work with the Executive Committee to review the proposed changes and obtain its recommendation that the Executive Board take action upon its first reading of the proposed amendment instead of deferring action to a second meeting.

Statutory Requirements

Chapter Listing | RCW Dispositions

Chapter 47.80 RCW

REGIONAL TRANSPORTATION PLANNING ORGANIZATIONS

Sections

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RCW 47.80.010

Findings—Declaration.

The legislature finds that while the transportation system in Washington is owned and operated by numerous public jurisdictions, it should function as one interconnected and coordinated system. Transportation planning, at all jurisdictional levels, should be coordinated with local comprehensive plans. Further, local jurisdictions and the state should cooperate to achieve both statewide and local transportation goals. To facilitate this coordination and cooperation among state and local jurisdictions, the legislature declares it to be in the state's interest to establish a coordinated planning program for regional transportation systems and facilities throughout the state.

[1990 1st ex.s. c 17 § 53.]

RCW 47.80.011

Legislative intent.

The legislature recognizes that recent legislative enactments have significantly added to the complexity of and to the potential for benefits from integrated transportation and comprehensive planning and that there is currently a unique opportunity for integration of local comprehensive plans and regional goals with state and local transportation programs. Further, approaches to transportation demand

management initiatives and local and state transportation funding can be better coordinated to insure an efficient, effective transportation system that insures mobility and accessibility, and addresses community needs.

The legislature further finds that transportation and land use share a critical relationship that policymakers can better utilize to address regional strategies.

Prudent and cost-effective investment by the state and by local governments in highway facilities, local streets and arterials, rail facilities, marine facilities, nonmotorized transportation facilities and systems, public transit systems, transportation system management, transportation demand management, and the development of high capacity transit systems can help to effectively address mobility needs. Such investment can also enhance local and state objectives for effective comprehensive planning, economic development strategies, and clean air policies.

The legislature finds that addressing public initiatives regarding transportation and comprehensive planning necessitates an innovative approach. Improved integration between transportation and comprehensive planning among public institutions, particularly in the state's largest metropolitan areas is considered by the state to be imperative, and to have significant benefit to the citizens of Washington.

[**1994 c 158 § 1.**]

RCW 47.80.020

Regional transportation planning organizations authorized.

The legislature hereby authorizes creation of regional transportation planning organizations within the state. Each regional transportation planning organization shall be formed through the voluntary association of local governments within a county, or within geographically contiguous counties. Each organization shall:

(1) Encompass at least one complete county;

(2)(a) Have a population of at least one hundred thousand, (b) have a population of at least seventy-five thousand and contain a Washington state ferries terminal, (c) have a population of at least forty thousand and cover a geographic area of at least five thousand square miles, or (d) contain a minimum of three counties; and

(3) Have as members all counties within the region, and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population.

The state department of transportation must verify that each regional transportation planning organization conforms with the requirements of this section.

In urbanized areas, the regional transportation planning organization is the same as the metropolitan planning organization designated for federal transportation planning purposes.

[**2017 c 68 § 1; 2016 c 27 § 1; 1990 1st ex.s. c 17 § 54.**]

NOTES:

Effective date—2016 c 27: "This act takes effect July 1, 2016." [**2016 c 27 § 2.**]

RCW 47.80.023

Duties.

Each regional transportation planning organization shall have the following duties:

(1) Prepare and periodically update a transportation strategy for the region. The strategy shall address alternative transportation modes and transportation demand management measures in regional corridors and shall recommend preferred transportation policies to implement adopted growth strategies. The strategy shall serve as a guide in preparation of the regional transportation plan.

(2) Prepare a regional transportation plan as set forth in RCW **47.80.030** that is consistent with countywide planning policies if such have been adopted pursuant to chapter **36.70A** RCW, with county, city, and town comprehensive plans, and state transportation plans.

(3) Certify by December 31, 1996, that the transportation elements of comprehensive plans adopted by counties, cities, and towns within the region reflect the guidelines and principles developed pursuant to RCW **47.80.026**, are consistent with the adopted regional transportation plan, and, where appropriate, conform with the requirements of RCW **36.70A.070**.

(4) Where appropriate, certify that countywide planning policies adopted under RCW **36.70A.210** and the adopted regional transportation plan are consistent.

(5) Develop, in cooperation with the department of transportation, operators of public transportation services and local governments within the region, a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs and transportation demand management measures. The regional transportation improvement program shall be based on the programs, projects, and transportation demand management measures of regional significance as identified by transit agencies, cities, and counties pursuant to RCW **35.58.2795**, **35.77.010**, and **36.81.121**, respectively, and any recommended programs or projects identified by the agency council on coordinated transportation, as provided in *chapter **47.06B** RCW, that advance special needs coordinated transportation as defined in *RCW **47.06B.012**. The program shall include a priority list of projects and programs, project segments and programs, transportation demand management measures, and a specific financial plan that demonstrates how the transportation improvement program can be funded. The program shall be updated at least every two years for the ensuing six-year period.

(6) Include specific opportunities and projects to advance special needs coordinated transportation, as defined in *RCW **47.06B.012**, in the coordinated transit-human services transportation plan, after providing opportunity for public comment.

(7) Designate a lead planning agency to coordinate preparation of the regional transportation plan and carry out the other responsibilities of the organization. The lead planning agency may be a regional organization, a component county, city, or town agency, or the appropriate Washington state department of transportation district office.

(8) Review level of service methodologies used by cities and counties planning under chapter **36.70A** RCW to promote a consistent regional evaluation of transportation facilities and corridors.

(9) Work with cities, counties, transit agencies, the department of transportation, and others to develop level of service standards or alternative transportation performance measures.

(10) Submit to the agency council on coordinated transportation, as provided in *chapter **47.06B** RCW, beginning on July 1, 2007, and every four years thereafter, an updated plan that includes the elements identified by the council. Each regional transportation planning organization must submit to the council every two years a prioritized regional human service and transportation project list.

[**2009 c 515 § 15; 2007 c 421 § 5; 1998 c 171 § 8; 1994 c 158 § 2.**]

NOTES:

***Reviser's note:** Chapter **47.06B** RCW was repealed by **2011 c 60 § 51.**

RCW 47.80.026

Comprehensive plans, transportation guidelines, and principles.

Each regional transportation planning organization, with cooperation from component cities, towns, and counties, shall establish guidelines and principles by July 1, 1995, that provide specific direction for the development and evaluation of the transportation elements of comprehensive plans, where such plans exist, and to assure that state, regional, and local goals for the development of transportation systems are met. These guidelines and principles shall address at a minimum the relationship between transportation systems and the following factors: Concentration of economic activity, residential density, development corridors and urban design that, where appropriate, supports high capacity transit, freight transportation and port access, development patterns that promote pedestrian and nonmotorized transportation, circulation systems, access to regional systems, effective and efficient highway systems, the ability of transportation facilities and programs to retain existing and attract new jobs and private investment and to accommodate growth in demand, transportation demand management, joint and mixed use developments, present and future railroad right-of-way corridor utilization, and intermodal connections.

Examples shall be published by the organization to assist local governments in interpreting and explaining the requirements of this section.

[**1994 c 158 § 3.**]

RCW 47.80.030

Regional transportation plan—Contents, review, use.

(1) Each regional transportation planning organization shall develop in cooperation with the department of transportation, providers of public transportation and high capacity transportation, ports, and local governments within the region, adopt, and periodically update a regional transportation plan that:

(a) Is based on a least cost planning methodology that identifies the most cost-effective facilities, services, and programs;

(b) Identifies existing or planned transportation facilities, services, and programs, including but not limited to major roadways including state highways and regional arterials, transit and nonmotorized services and facilities, multimodal and intermodal facilities, marine ports and airports, railroads, and noncapital programs including transportation demand management that should function as an integrated regional transportation system, giving emphasis to those facilities, services, and programs that exhibit one or more of the following characteristics:

(i) Crosses member county lines;

(ii) Is or will be used by a significant number of people who live or work outside the county in which the facility, service, or project is located;

(iii) Significant impacts are expected to be felt in more than one county;

(iv) Potentially adverse impacts of the facility, service, program, or project can be better avoided or mitigated through adherence to regional policies;

(v) Transportation needs addressed by a project have been identified by the regional transportation planning process and the remedy is deemed to have regional significance; and

(vi) Provides for system continuity;

(c) Establishes level of service standards for state highways and state ferry routes, with the exception of transportation facilities of statewide significance as defined in RCW **47.06.140**. These regionally established level of service standards for state highways and state ferries shall be developed jointly with the department of transportation, to encourage consistency across jurisdictions. In establishing level of service standards for state highways and state ferries, consideration shall be given for the necessary balance between providing for the free interjurisdictional movement of people and goods and the needs of local commuters using state facilities;

(d) Includes a financial plan demonstrating how the regional transportation plan can be implemented, indicating resources from public and private sources that are reasonably expected to be made available to carry out the plan, and recommending any innovative financing techniques to finance needed facilities, services, and programs;

(e) Assesses regional development patterns, capital investment and other measures necessary to:

(i) Ensure the preservation of the existing regional transportation system, including requirements for operational improvements, resurfacing, restoration, and rehabilitation of existing and future major roadways, as well as operations, maintenance, modernization, and rehabilitation of existing and future transit, railroad systems and corridors, and nonmotorized facilities; and

(ii) Make the most efficient use of existing transportation facilities to relieve vehicular congestion and maximize the mobility of people and goods;

(f) Sets forth a proposed regional transportation approach, including capital investments, service improvements, programs, and transportation demand management measures to guide the development of the integrated, multimodal regional transportation system. For regional growth centers, the approach must address transportation concurrency strategies required under RCW **36.70A.070** and include a measurement of vehicle level of service for off-peak periods and total multimodal capacity for peak periods; and

(g) Where appropriate, sets forth the relationship of high capacity transportation providers and other public transit providers with regard to responsibility for, and the coordination between, services and facilities.

(2) The organization shall review the regional transportation plan biennially for currency and forward the adopted plan along with documentation of the biennial review to the state department of transportation.

(3) All transportation projects, programs, and transportation demand management measures within the region that have an impact upon regional facilities or services must be consistent with the plan and with the adopted regional growth and transportation strategies.

[**2005 c 328 § 2; 1998 c 171 § 9; 1994 c 158 § 4; 1990 1st ex.s. c 17 § 55.**]

RCW 47.80.040

Transportation policy boards.

Each regional transportation planning organization shall create a transportation policy board. Transportation policy boards shall provide policy advice to the regional transportation planning organization and shall allow representatives of major employers within the region, the department of transportation, transit districts, port districts, and member cities, towns, and counties within the region to participate in policy making. Any members of the house of representatives or the state senate whose districts are wholly or partly within the boundaries of the regional transportation planning organization are

considered ex officio, nonvoting policy board members of the regional transportation planning organization. This does not preclude legislators from becoming full-time, voting board members.

[**2003 c 351 § 1; 1990 1st ex.s. c 17 § 56.**]

RCW 47.80.050

Allocation of regional transportation planning funds—Eligibility—Federally recognized tribes, voting membership.

(1) Biennial appropriations to the department of transportation to carry out the regional transportation planning program shall set forth the amounts to be allocated as follows:

(a) A base amount per county for each county within each regional transportation planning organization, to be distributed to the lead planning agency;

(b) An amount to be distributed to each lead planning agency on a per capita basis; and

(c) An amount to be administered by the department of transportation as a discretionary grant program for special regional planning projects, including grants to allow counties which have significant transportation interests in common with an adjoining region to also participate in that region's planning efforts.

(2) In order for a regional transportation planning organization to be eligible to receive state funds that are appropriated for regional transportation planning organizations, a regional transportation planning organization must provide a reasonable opportunity for voting membership to federally recognized tribes that hold reservation or trust lands within the planning area of the regional transportation planning organization. Any federally recognized tribe that holds reservation or trust land within the planning area of a regional transportation planning organization and does not have voting membership in the regional transportation planning organization must be offered voting membership in the regional transportation planning organization every two years or when the composition of the board of the regional transportation planning organization is modified in an interlocal agreement.

[**2019 c 118 § 1; 1990 1st ex.s. c 17 § 57.**]

NOTES:

Effective date—2019 c 118: "This act takes effect August 1, 2019." [**2019 c 118 § 2.**]

RCW 47.80.060

Executive board membership.

In order to qualify for state planning funds available to regional transportation planning organizations, the regional transportation planning organizations containing any county with a population in excess of one million shall provide voting membership on its executive board to the state transportation commission, the state department of transportation, the four largest public port districts within the region as determined by gross operating revenues, any incorporated principal city of a metropolitan statistical area within the region, as designated by the United States census bureau, and any incorporated city within the region with a population in excess of eighty thousand. It shall further

assure that at least fifty percent of the county and city local elected officials who serve on the executive board also serve on transit agency boards or on a regional transit authority.

[**2007 c 511 § 1; 2005 c 334 § 1; 1992 c 101 § 31.**]

NOTES:

Section headings not part of law—Severability—Effective date—1992 c 101: See RCW **81.112.900** through **81.112.902**.

RCW 47.80.070

Statewide consistency.

In order to ensure statewide consistency in the regional transportation planning process, the state department of transportation, in conformance with chapter **34.05** RCW, shall:

(1) In cooperation with regional transportation planning organizations, establish minimum standards for development of a regional transportation plan;

(2) Facilitate coordination between regional transportation planning organizations; and

(3) Through the regional transportation planning process, and through state planning efforts as required by RCW **47.01.071**, identify and jointly plan improvements and strategies within those corridors important to moving people and goods on a regional or statewide basis.

[**1994 c 158 § 5.**]

RCW 47.80.080

Majority vote on state matters.

When voting on matters solely affecting Washington state, a regional transportation planning organization must obtain a majority vote of the Washington residents serving as members of the regional transportation planning organization before a matter may be adopted.

[**2003 c 351 § 2.**]

RCW 47.80.090

Regional transportation planning organizations—Electric vehicle infrastructure.

(1) A regional transportation planning organization containing any county with a population in excess of one million in collaboration with representatives from the department of ecology, the department of commerce, local governments, and the office of regulatory assistance must seek federal or private funding for the planning for, deployment of, or regulations concerning electric vehicle infrastructure. These efforts should include:

(a) Development of short-term and long-term plans outlining how state, regional, and local government construction may include electric vehicle infrastructure in publicly available off-street parking and government fleet vehicle parking, including what ratios of charge spots to parking may be appropriate based on location or type of facility or building;

(b) Consultations with the state building code council and the department of labor and industries to coordinate the plans with state standards for new residential, commercial, and industrial buildings to ensure that the appropriate electric circuitry is installed to support electric vehicle infrastructure;

(c) Consultation with the workforce development council and the student achievement council to ensure the development of appropriate educational and training opportunities for citizens of the state in support of the transition of some portion of vehicular transportation from combustion to electric vehicles;

(d) Development of an implementation plan for counties with a population greater than five hundred thousand with the goal of having public and private parking spaces, in the aggregate, be ten percent electric vehicle ready by December 31, 2018; and

(e) Development of model ordinances and guidance for local governments for siting and installing electric vehicle infrastructure, in particular battery charging stations, and appropriate handling, recycling, and storage of electric vehicle batteries and equipment.

(2) These plans and any recommendations developed as a result of the consultations required by this section must be submitted to the legislature by December 31, 2010, or as soon as reasonably practicable after the securing of any federal or private funding. Priority will be given to the activities in subsection (1)(e) of this section and any ordinances or guidance that is developed will be submitted to the legislature, the department of commerce, and affected local governments prior to December 31, 2010, if completed.

(3) The definitions in this subsection apply throughout this section unless the context clearly requires otherwise.

(a) "Battery charging station" means an electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed any standards, codes, and regulations set forth by chapter **19.28** RCW and consistent with rules adopted under RCW **19.27.540**.

(b) "Battery exchange station" means a fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by chapter **19.28** RCW and consistent with rules adopted under RCW **19.27.540**.

(c) "Electric vehicle infrastructure" means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

(d) "Rapid charging station" means an industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels, which meets or exceeds any standards, codes, and regulations set forth by chapter **19.28** RCW and consistent with rules adopted under RCW **19.27.540**.

[**2012 c 229 § 592; 2009 c 459 § 2.**]

NOTES:

Effective date—2012 c 229 §§ 101, 117, 401, 402, 501 through 594, 601 through 609, 701 through 708, 801 through 821, 902, and 904: See note following RCW **28B.77.005**.

Finding—Purpose—2009 c 459: "The legislature finds the development of electric vehicle infrastructure to be a critical step in creating jobs, fostering economic growth, reducing greenhouse gas emissions, reducing our reliance on foreign fuels, and reducing the pollution of Puget Sound attributable

to the operation of petroleum-based vehicles on streets and highways. Limited driving distance between battery charges is a fundamental disadvantage and obstacle to broad consumer adoption of vehicles powered by electricity. In order to eliminate this fundamental disadvantage and dramatically increase consumer acceptance and usage of electric vehicles, it is essential that an infrastructure of convenient electric vehicle charging opportunities be developed. The purpose of this act is to encourage the transition to electric vehicle use and to expedite the establishment of a convenient, cost-effective, electric vehicle infrastructure that such a transition necessitates. The state's success in encouraging this transition will serve as an economic stimulus to the creation of short-term and long-term jobs as the entire automobile industry and its associated direct and indirect jobs transform over time from combustion to electric vehicles." [**2009 c 459 § 1.**]

RCW 47.80.902

Captions not part of law—1994 c 158.

Captions used in this act do not constitute any part of the law.

[**1994 c 158 § 11.**]

RCW 47.80.904

Effective date—1994 c 158.

This act shall take effect July 1, 1994.

[**1994 c 158 § 13.**]

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Chapter 468-86 WAC

Last Update: 4/15/97

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468-86-010
Authority.

The regional transportation planning program was authorized by the 1990 legislature as part of the state's Growth Management Act. The program is contained in chapter 47.80 RCW, with funding appropriations made as part of the Department of Transportation Appropriations Act.

[Statutory Authority: RCW 47.80.070 and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-010, filed 4/15/97, effective 5/16/97.]

468-86-020
Purpose/intent.

(1) The regional transportation planning program creates a formal mechanism for local governments and the state to coordinate transportation planning for regional transportation facilities. The act authorized the creation of regional transportation planning organizations (RTPO) by local governments to coordinate transportation planning among jurisdictions and develop a regional transportation plan. The regional transportation planning program is available to all counties and cities statewide (RCW **47.80.020**).

(2) The legislature has authorized a grant program to fund this work. The department has the authority to administer this grant program, and to develop in cooperation with the RTPOs:

(a) Minimum planning standards for the development of a regional transportation plan;

(b) The RTPO regional transportation improvement program;

(c) Planning guidelines and principles;

(d) Certification standards for the transportation portion of local comprehensive plans and county-wide planning policies;

(e) The adoption of LOS standards on state transportation facilities; and

(f) RTPO regional transportation strategies.

(3) The purpose of the minimum planning standards is to guide RTPOs in the use of the regional transportation planning grants, and in the development of planning products under the program. Work proposed by each regional transportation planning organization shall be included in a work program that demonstrates adherence to the planning standards within this chapter. The intent of the department is to provide guidance that is sufficient to ensure a minimum level of consistency across the state, while providing flexibility for regions to meet specific mobility needs.

(4) The department will achieve this purpose through the establishment of these rules and through the cooperative development and maintenance of a set of RTPO planning standards and guidelines. Copies of these standards and guidelines will be available through the department's transportation planning office.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-020, filed 4/15/97, effective 5/16/97.]

468-86-030
Definitions.

"Consistency" means that no feature of a plan or regulation is incompatible with any other feature of a plan or regulation. Consistency is indicative of a capacity for orderly integration or operation with other elements in a system.

"Department" means the department of transportation (WSDOT).

"Least cost planning" means a process of comparing direct and indirect costs of demand and supply options to meet transportation goals and/or policies where the intent of the process is to identify the most cost-effective mix of options.

"Level of service" means an established minimum capacity for both transit and regional arterials that must be provided per unit of demand or other appropriate measure of need.

"Organization" means regional transportation planning organization (RTPO).

"Region" means the area that includes the local jurisdictions that comprise the regional transportation planning organization.

"Urbanized area" means those areas designated as such by the U.S. Bureau of the Census.

"Urban growth areas" means those areas designated by a county pursuant to RCW **36.70A.110**.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-030, filed 4/15/97, effective 5/16/97.]

468-86-040
Determining the region.

Local governments should decide the geographic extent and composition of their region. The region should reflect common transportation concerns and a willingness among the local governments to work together in a cooperative planning process.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-040, filed 4/15/97, effective 5/16/97.]

468-86-050
Establishing the organization.

(1) A regional transportation planning organization is a voluntary association of local governments within the region. It shall be a formal organization formed through an interlocal agreement that establishes the organization, defines duties and relationships, and includes a transportation policy board. The establishment of a technical advisory committee (TAC) is recommended. The RTPO must determine its own structure to ensure equitable and acceptable representation by member governments. Regions are encouraged to seek Native American tribal involvement.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-050, filed 4/15/97, effective 5/16/97.]

468-86-060
Relationship to MPOs.

The federal government requires a regional transportation planning process in urbanized areas with over fifty thousand population. This process is carried out by metropolitan planning organizations (MPOs) that have been jointly designated by local governments and the state. The intent is that the regional transportation planning program be integrated with the metropolitan planning organization program in these urbanized areas. RCW **47.80.020** requires that RTPOs shall be the same organization as that designated as the MPO. The regional transportation planning program provides the opportunity for transportation planning in rural areas within the RTPO. The department intends to jointly administer these two programs.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-060, filed 4/15/97, effective 5/16/97.]

468-86-070
Designation procedures.

(1) Local governments desiring participation in the regional transportation planning program must submit an RTPO designation package to WSDOT. This information is necessary for WSDOT to verify that the RTPO meets the requirements of RCW **47.80.020**. This package shall contain the following items:

(a) A description of the region;

(b) A formal designation of the RTPO, in the form of a resolution or other legal declaration;

(c) A list of all RTPO member local governments;

(d) A copy of the interlocal agreement that will govern RTPO operations;

(e) A formal designation by the RTPO of the lead planning agency; and

(f) A description of the RTPO's transportation policy board.

(2) WSDOT has the responsibility of verifying that RTPOs designated by local governments meet the state requirements. The most recent annual OFM population data will be used to verify population figures. WSDOT will review the RTPO designation package, make a finding of verification, and concur with or deny the local designation. Once verified, the RTPO may proceed in carrying out its duties and may receive regional transportation planning formula grants. If significant changes are made in the structure of the RTPO, WSDOT may request that another designation package be submitted for verification review.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-070, filed 4/15/97, effective 5/16/97.]

468-86-080
Least-cost planning methodology.

The methodology shall consider direct and indirect costs and benefits for all reasonable options to meet planning goals and objectives. The methodology shall treat demand and supply resources on a consistent and integrated basis. The regional transportation planning organizations shall consult the guidelines set forth by the department for implementing a least-cost planning methodology. Regional transportation plans should incrementally incorporate least-cost planning methodologies as these concepts are developed. The regional transportation plan adopted after July 1, 2000, shall be based on a least-cost planning methodology appropriate to the region.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-080, filed 4/15/97, effective 5/16/97.]

468-86-090
Regional transportation goals and objectives.

The regional transportation planning program is meant to foster an ongoing transportation planning and decision-making process that actively plans for the improvement of regional transportation systems and coordinates this process among jurisdictions. The goals and objectives of the regional transportation plan should incorporate existing transportation related county-wide planning policies or multicounty transportation related planning policies where adopted and adhere to the following principles:

(1) Build upon applicable portions of the existing local comprehensive plan and process and promote the establishment of a regional perspective into the local comprehensive plan;

(2) Encourage partnerships between federal, state, local and tribal governments, special districts, the private sector, the general public, and other interest groups during conception, technical analysis, policy development, and decision processes in developing, updating, and maintaining the regional transportation plan;

(3) Ensure early and continuous public involvement from conceptual planning through decision making;

(4) Shall be ongoing, and incorporate short and long range multimodal planning activities to address major capacity expansion and operational improvements to the regional transportation system;

(5) Use regionally coordinated, valid and consistent technical methods and data should be used in identifying and analyzing needs;

(6) Consider environmental impacts related to the development of regional transportation policies and facilities and;

(7) Address the policies regarding the coordination of transportation planning among regional jurisdictions, including the relationship between regional transportation planning, local comprehensive planning and state transportation planning.

Within these principles, regions shall develop their own ongoing planning process for the development and refinement of the regional transportation plan, and provide a forum for the discussion of regional transportation planning issues.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-090, filed 4/15/97, effective 5/16/97.]

468-86-100
Regional transportation strategy.

Each regional transportation planning organization shall develop a regional transportation strategy. The strategy should identify alternative transportation modes within the region and recommend policies to:

(1) Address each transportation mode;

(2) Address intermodal connections between modes; and

(3) Address transportation demand management where required.

The regional transportation strategy is intended to guide development of the regional transportation plan and any periodic updates.

Adopted multicounty and county-wide planning policies and policies from local comprehensive plans that are regional in scope and regionally consistent should provide the basis for the regional transportation strategy. The regional transportation strategy should be periodically reviewed and updated as necessary to reflect changing priorities or to maintain regional consistency.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-100, filed 4/15/97, effective 5/16/97.]

468-86-110
Needs, deficiencies, data requirements, and coordinated regional transportation and land use assumptions.

(1) The following components shall be developed and incorporated in the RTP:

(a) An inventory of existing regional transportation facilities and services, including physical, operational, and usage characteristics of the regional transportation system;

(b) An evaluation of current facilities and services, comparing current usage, and operational characteristics to level of service standards, and identification of regional transportation needs;

(c) Forecasts of future travel demand, based on the regional transportation strategy and local comprehensive plans;

(d) Identification of future regional transportation system deficiencies, comparing future travel needs for movement of people and goods to available facilities and services; and

(e) Coordinated common regional assumptions (growth, population, employment, mode split, etc.,) among local jurisdictions for the development of all transportation models to ensure consistency within the RTPO, and:

(i) These common regional assumptions shall recognize the planning requirements of the state's Growth Management Act, and;

(ii) Be consistent with population forecasts prepared by the office of financial management.

(2) **Performance monitoring.** An integral part of the regional transportation plan is monitoring the performance of the regional transportation system over time. This information is necessary to determine the success of plan implementation and the effect of the desired improvements on the performance of the regional transportation system. Each RTPO shall describe their performance monitoring system in the regional transportation plan. The performance monitoring measures shall include traffic volumes and vehicle miles of travel (VMT) at a minimum and can include, but are not limited to, travel time, speed, safety standards and other measures. Performance monitoring measures should be coordinated and measurable on a consistent basis throughout the RTPO.

(3) **Regional development patterns and investments.** The regional transportation plan shall include a general assessment of regional development patterns and investments. This analysis is intended to provide

direction and background information for updates of the regional transportation plan. The RTP updates shall be based upon a general retrospective discussion of current land use and transportation patterns and their relationship to the region's goals and objectives and elsewhere in the regional transportation plan. Current and projected development patterns and the expected magnitudes and time frame in which these developments are expected to occur should be reviewed and evaluated against the regional growth and transportation strategies. If the regional growth and transportation strategies have changed or current and projected development can be shown to be inconsistent, the plan should be updated to reflect these changes, or development policies should be updated to assure consistency and continuity of transportation and land use issues within the region. The region’s interrelationships between growth and transportation should be discussed along with strategies such as access control, development of heritage corridors, and other measures designed to maintain current and proposed development patterns consistent with the regional transportation plan and the transportation and land use elements of local comprehensive plans.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-110, filed 4/15/97, effective 5/16/97.]

468-86-120
Financial component.

The financial component shall include the following:

(1) An analysis of funding capacity including an inventory of revenue sources for regional transportation improvements, and probable funding levels available for regional transportation improvements from each source;

(2) Probable funding comparisons with identified current and future needs, including identified funding shortfalls; and

(3) If funding shortfalls are identified, an analysis of additional funding resources to make up the shortfall, or a reassessment of the regional transportation strategies, at a minimum, to ensure that transportation needs fall within probable funding levels.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-120, filed 4/15/97, effective 5/16/97.]

468-86-130
Proposed future transportation network.

Based upon the identified needs and probable funding levels within the region, the proposed future transportation network defines specific facility or service improvements, transportation system management strategies, and demand management strategies proposed for implementation on the regional transportation system. The plan shall identify priority levels for these improvements to guide local jurisdictions and the state in implementation and development of the regional transportation improvement program.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-130, filed 4/15/97, effective 5/16/97.]

468-86-140
High capacity transit and public transportation interrelationships.

Within those RTPOs where there is an existing or proposed high capacity transit system, the regional transportation plan shall discuss the relationship between the high capacity transit system and conventional

public transit system. This could include policies to maintain coordinated arrivals and departures of interconnecting routes, coordination with other multimodal transportation centers, and other strategies targeted at improving these intermodal relationships over time.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-140, filed 4/15/97, effective 5/16/97.]

468-86-150
Certification.

(1) By December 31, 1996, each RTPO shall certify, that the transportation element of all comprehensive plans for cities and counties planning under the Growth Management Act:

(a) Reflect the transportation guidelines and principles established in the regional transportation plan;

(b) Are consistent with the adopted regional transportation plan; and

(c) Conform with the requirements of RCW **36.70A.070**.

(2) Each RTPO shall also certify that county-wide planning policies adopted under RCW **36.70A.210** and the adopted regional transportation plan are consistent.

(3) Regions shall cooperatively define and establish measures and processes to determine regional consistency with the adopted regional transportation plan.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-150, filed 4/15/97, effective 5/16/97.]

468-86-160
Regional transportation improvement program.

(1) Each RTPO shall compile a regional transportation improvement program (TIP) at least once every two years. The regional TIP shall:

(a) Be developed on a cooperative basis by local government agencies, public transit agencies, and the department of transportation within each region;

(b) Consist of a list of regionally significant transportation projects and programs including projects proposed for construction and transportation demand management measures proposed to be implemented during each year for the next six-year period;

(c) Consist of regionally significant projects included in the local six-year transit development plans and six-year comprehensive transportation programs required by RCW **35.58.2795**, **35.77.010**, and **36.81.121** for transit agencies, cities, towns, and counties;

(d) Include all proposed WSDOT projects in the region;

(e) Include only projects consistent with the regional transportation plan;

(f) Include a financial section outlining:

(i) Sources of funding reasonably expected to be received for each year of the ensuing three-year period; and

(ii) All assumptions and explanations supporting the expected levels of funding consistent with information included in the financial component of the regional transportation plan.

(2) The six-year regional TIP developed by each RTPO is intended for use as a planning document and shall be available at the lead planning agency office of the RTPO.

[Statutory Authority: RCW **47.80.070** and SHB 1928, Section 5. WSR 97-09-046 (Order 169), § 468-86-160, filed 4/15/97, effective 5/16/97.]

SFY 2022-2023
Unified Planning Work Program

PENINSULA RTPO UNIFIED PLANNING WORK PROGRAM

STATE FISCAL YEAR 2022-2023
(July 1, 2021 – June 30, 2023)

APPROVED BY PRTPO EXECUTIVE BOARD
June 18, 2021

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 03-2021

Approving the SFY 2022-2023 Unified Planning Work Program for the Peninsula Region

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the designated Regional Transportation Planning Organization (RTPO) for the Peninsula region and is in good standing with the Washington State Department of Transportation (WSDOT) in its agreements and certifications; and

WHEREAS, WSDOT requires a Unified Planning Work Program (UPWP) that describes what work will be accomplished with designated state RTPO planning funds prior to use of those funds for regional planning purposes; and

WHEREAS, the PRTPO is responsible for developing and approving a UPWP for the Peninsula region; and

WHEREAS, the SFY 2022-2023 UPWP for the Peninsula Region addresses state and federal compliance requirements for PRTPO and other planning activities with the associated budget to support those activities.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the scope and budget of the Unified Planning Work Program for SFY 2022-2023 be approved as per the attached document with the understanding that minor changes in work activity or budget may be made with Board approval as long as it does not increase the work program budget; and

THAT the Lead Planning Agency and Lead Fiscal Agency are authorized to file the necessary agreements, execute contracts with the WSDOT, and administer the work program on behalf of PRTPO.

APPROVED, this 18th day of June 2021.

ATTEST:

Bek Ashby, Chair

ATTEST:

John Clauson, Lead Planning Agency

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PRTPO 2021 Officers

Bek Ashby, Chair
City of Port Orchard

Randy Neatherlin, Vice-Chair
Mason County

Tammi Rubert, Secretary
Jefferson Transit

www.PRTPO.org

BACKGROUND

The Unified Planning Work Program (UPWP) describes how state funds will be used for regional transportation planning purposes. As the Regional Transportation Planning Organization (RTPO), Peninsula RTPO receives state funds to support a continuous, cooperative, and comprehensive regional transportation planning process across the four-county Peninsula region. This section describes state laws that govern the activities of RTPOs and provides a brief overview of the region. The next section describes the work PRTPO intends to accomplish in SFY 2022 and 2023.

Regional Transportation Planning Organization Responsibilities

RTPOs were established in 1990 as part of a new statewide focus at that time on coordinated planning and growth management. Regional transportation planning coordinated with local land use and transportation planning and decision-making is an important tenet of the Growth Management Act. The Legislature directly appropriates funding for RTPOs to carry out the regional transportation planning program.

Statutory requirements for RTPOs are found in RCW 47.80 and WAC 468.86. Those provisions establish clear roles for Regional Transportation Planning Organizations which are carried out in the work programs they conduct:

- Develop and maintain a minimum 20-year regional transportation plan that reflects locally adopted land use plans and growth strategies, and which considers all modes of travel and all system users. The long-range plan must be consistent with statewide transportation goals in RCW 47.04.280. It must include strategies for achieving the plan's vision and goals and identify funding resources to carry out the recommended strategies.

- Develop and maintain a Coordinated Human Services Transportation Plan that supports mobility needs of the region's population that have special transportation needs. This is updated every four years and serves as the foundation for Consolidated Grants funding recommendations.

- Maintain consistency between local comprehensive plans and the regional transportation plan, and between the regional plan and countywide planning policies. This includes consistency between local, regional, and state level system performance or other level of service standards. It builds on and strengthens on-going coordination and collaboration between the region's transportation partners.

- Produce a six-year Regional Transportation Improvement Program (RTIP) based on those developed by local jurisdictions, transit agencies, and WSDOT.

- Identify projects to receive Transportation Alternatives program funding, and prioritize Consolidated Grants funding candidates that support coordinated human transportation services.

- Collaborate with local, regional, state, federal, and tribal partners as appropriate to support efforts that benefit the regional and statewide multimodal transportation system.

- Create opportunities for public education and engagement in developing and carrying out a regional transportation program.

- Ensure coordination and consultation with Indian tribes.

It is up to each RTPO to determine the right approach and balance of activities to fulfill its requirements in ways that make sense for their region and circumstances.

State Emphasis Areas

In addition to statutory requirements, PRTPO's work program also includes annual emphasis areas identified by WSDOT. These include opportunities to participate in statewide planning activities WSDOT will undertake over this next year that are likely to be of interest to PRTPO and with benefit to the region and its members.

Planning activities WSDOT will undertake in SFY 2022 and 2023 include:

☐ Highway System Plan Update
☐ Multimodal Investment Strategy

More planning activities are likely to be added during this work program horizon.

Additionally, WSDOT recommends a review and update if warranted of the Federal Functional Classification (FFC) of the region's roadway system.

UPWP Development Process

The UPWP development process begins in the 3rd quarter of the state fiscal year with published guidance from WSDOT. PRTPO then develops its UPWP through a collaborative process involving its Executive Committee and Executive Board, Lead Planning Agency and Lead Fiscal Agency, the WSDOT Tribal and Regional Integrated Planning Office, and WSDOT Olympic Region.

Schedule and major milestones for PRTPO's SFY 2022-2023 UPWP development:

Task or Milestone	Date
Executive Board Kick-off of SFY 2022-2023 UPWP	February 19, 2021
Executive Committee Review of Draft UPWP	April 1, 2021
Executive Board Review of Draft UPWP	April 16, 2021
WSDOT Review of Draft UPWP	April 27, 2021
Executive Board Adoption of SFY 2022-2023 UPWP	June 18, 2021

UPWP Amendment Process: An amendment to the adopted UPWP is warranted when there is a substantive change to the budgeted work to be accomplished. There are two principal reasons why the UPWP may need to be amended.

a. A substantial redirection of the work program within the existing budget in response to factors that were not anticipated in the current work program and which should not wait for a subsequent UPWP.
b. An increase in work program funding for additional activities within the current SFY.

In either case, the Executive Board would consider the need for an amendment and take formal action to approve any substantive change before forwarding the amended UPWP to WSDOT for approval.

Description of the Region

Regional transportation planning activities described in this UPWP are for the four-county Peninsula region that includes all of Clallam, Jefferson, Kitsap, and Mason Counties. The map in Figure 1 illustrates the Peninsula region with its geographic complexities and significant proximities.

Figure 1: Map of the Peninsula Region



The Peninsula region had a 2020 population of 446,810 people. About 32 percent of the region's population lives in incorporated jurisdictions, with the other 68 percent living in unincorporated rural areas. The region's largest city is Bremerton (pop. 41,750); the smallest is Forks (pop. 3,680).

Ten Indian Tribes have lands in the Peninsula region. Five of those tribes have an active Interlocal Agreement with PRTPO: Jamestown S'Klallam Tribe, Lower Elwha Klallam Tribe, Makah Nation, Skokomish Tribe, and Squaxin Island Tribe.

Large parts of the region are in national lands. Olympic National Park and Olympic National Forest, combined, account for 37 percent of the entire land area of the Peninsula region. Naval Base Kitsap and its numerous facilities are also located throughout Kitsap and Jefferson County.

Kitsap County is the only county in Washington formally located within two different RTPOs: the highly rural Peninsula RTPO and the highly urban Puget Sound Regional Council. This reflects the important gateway role of Kitsap County in linking the Olympic and Kitsap Peninsulas with the Seattle metropolitan area and I-5 corridor. Kitsap County connects rural communities and businesses to metropolitan opportunities and connects people in those highly urban areas to rural recreational, cultural, tourism, and environmental opportunities throughout the region.

Regional Transportation Planning Organization Structure

PRTPO is governed by a 27-member intergovernmental body comprised of four counties, nine cities, four transit agencies, four port districts, and five Indian Tribes plus WSDOT Olympic Region. PRTPO was reconstituted as an independent organization on July 1, 2019 after 29 years of administration by WSDOT Olympic Region. Appendix B lists the PRTPO member organizations with active Interlocal Agreements.

PRTPO's Executive Board is the decision-making body and is comprised of elected officials and senior staff from member organizations. It is advised on a wide range of topics by a Technical Advisory Committee. If needed it may convene an advisory Transportation Policy Board. An Executive Committee made up of the Chair, Vice-Chair, and Secretary provides direction and coordination in collaboration with the Lead Planning Agency and Lead Fiscal Agency between the Board's bi-monthly meetings.

Kitsap Transit is the designated Lead Planning Agency for PRTPO and is responsible for delivering the regional work program as directed by the Executive Board and established in the UPWP. Kitsap Transit staff are supported in this effort by contracted staff providing PRTPO Coordinator services.

Jefferson Transit is the Lead Fiscal Agency for PRTPO and is responsible for accounting and invoicing functions for the organization.

Lobbying Activities

PRTPO work program activities do not include lobbying. However, if any lobbying activities were to occur outside of those eligible activities conducted as a part of regular activities as described in Title 23 and Title 49 and in RCW 42.17A.635, PRTPO would file a certification and disclosure form as required by federal and state law and use local funds.

PRTPO SFY 2022-2023 WORK PROGRAM

PRTPO's Unified Planning Work Program supports an on-going and open process of collaboration and coordination that advances regional objectives. The SFY 2022-2023 UPWP is organized into four Work Elements:

1. Program Administration
2. Transportation Planning
3. Regional TIP
4. Other PRTPO Activities

Each Work Element includes one or more activities, described in detail in the section that follows. A summary of the Work Elements and associated funding is summarized in the table below.

At this time, the budget is fully funded by state RTPO revenue and additional state financial support for coordinated human services transportation planning.

SFY 2022-2023 UPWP Financial Summary

Funding Source: WSDOT
Funding Amount: $274,322 SFY 2022-2023 RTPO Funds
$80,000 State Funds for Human Services Transportation Planning
Work Performed by: PRTPO Lead Planning Agency with contracted staff and Lead Fiscal Agency, as directed by the PTPO Executive Board, and with engagement support from the region's four transit agencies

SFY 2022-2023 UPWP Budget and Funding by Work Element

PRTPO Work Element	STATE 2022 RTPO Funds	STATE 2023 RTPO Funds	STATE Human Svcs Trans Planning Funds	TOTAL 2022-2023 UPWP BUDGET
1. Program Administration	$79,161	$79,161		$158,322
2. Transportation Planning	$49,900	$49,900	$80,000	$179,800
3. Regional TIP	$8,100	$8,10		$16,200
4. Other PRTPO Activities	$0	$0		$0
TOTAL	**$137,161**	**$137,161**	**$80,000**	**$354,322**

Work Element 1 - Program Administration

Program Administration activities provide the on-going administrative services, accounting, and program management functions that support the overall regional transportation planning program. All work is directed by the Executive Board and administered by the Executive Committee.

Program Administration Summary:

Estimated Cost:	$79,171/year [$158,342 total]
Funding Source:	SFY 2022-2023 RTPO Funds
Work Performed By:	PRTPO Executive Committee PRTPO Executive Board PRTPO Technical Advisory Committee Lead Planning Agency with Contract Staff Lead Fiscal Agency

Program Administration Activities:

1.1 Meeting Support

- All administrative, logistical, and communications aspects of meeting support for the Executive Committee, the Executive Board, and the Technical Advisory Committee *(on-going)*

Deliverables:

- Meeting agenda packets and presentation materials, meeting records

1.2 Public Information and Communications

- General public involvement and education, response to inquiries (project specific engagement listed separately) *(on-going)*
- Respond to inquiries from the public and media *(as needed)*
- Website updates *(on-going)*
- Website maintenance and security *(on-going)*
- Maintenance of communications lists *(on-going)*
- Legal notices *(on-going)*

Deliverables:

- Website platform for communications
- Correspondence

1.3 Title VI Compliance

- Title VI monitoring and compliance *(on-going)*
- Annual Title VI report *(September)*

Deliverable:

- Title VI Annual Report

1.4 PRTPO Support

- Biennial by-laws review *(biennial)*
- Maintain policies and procedures *(on-going)*
- Annual appointments *(annual, January-February)*
- Executive Board support – Resource Manual, new member orientations *(on-going)*
- Monitoring state and federal legislation affecting PRTPO and the RTPO process *(on-going)*

Deliverables:

- Updated by-laws (if needed)
- Updated policies and procedures (if needed)
- Updated PRTPO Resource Manual

1.5 Work Program Management

- UPWP development and budget monitoring *(3rd quarter, with on-going monitoring)*
- UPWP Annual Report of performance and expenditure *(September)*
- Work Program coordination *(on-going)*

Deliverables:

- UPWP amendments (if needed)
- SFY 2021 and SFY 2022 UPWP Annual Report of Performance and Expenditure
- SFY 2024-2025 UPWP

1.6 Accounting

- Accounting and invoicing *(on-going)*
- Audit preparation and participation *(as needed)*

Deliverables:

- Monthly invoices
- Quarterly WSDOT invoice and progress reports
- Annual program audits

1.7 PRTPO Administrative Expenses

- Insurance, legal services, legal notices, licenses, membership fees, web platform, cost recovery, audits *(annual on-going)*

Deliverables:

- Varies by expense item

Estimated Level of Effort:

	SFY 2022	SFY 2023	2-Yr Total
1. Program Administration	**$ 79,171**	**$ 79,171**	**$158,342**
1.1 Meeting Support	*$ 22,500*	*$ 22,500*	*$ 45,000*
1.2 Public Information and Communications	*$ 5,000*	*$ 5,000*	*$ 10,000*
1.3 Title VI	*$ 3,520*	*$ 3,520*	*$ 7,040*
1.4 PRTPO Support	*$ 20,000*	*$ 20,000*	*$ 40,000*
1.5 UPWP Management	*$ 5,500*	*$ 5,500*	*$ 11,000*
1.6 Accounting	*$ 2,500*	*$ 2,500*	*$ 5,000*
1.7 PRTPO Administrative Expenses	*$ 20,141*	*$ 20,141*	*$ 40,282*

Work Element 2 – Transportation Planning

Transportation planning activities encompass the planning and on-going coordination, collaboration, and consultation that identifies issues and opportunities, works to implement regionally determined strategies, and which produces periodic updates to plans or guiding documents. This UPWP reflects the planning priorities on the PRTPO agenda for the next biennium. All work is directed by the PRTPO Executive Board. Implementation details for activities are developed by the Board as a part of its work program delivery process and will reflect budget constraints, other activities underway, and circumstances or opportunities available at that time.

Transportation Planning Summary:

Estimated Cost:	$89,900/year [$179,800 total]
Funding Source:	SFY 2022-2023 RTPO Funds ($99,800) State Human Services Transportation Planning Funds ($80,000)
Work Performed By:	PRTPO Executive Committee PRTPO Executive Board PRTPO Technical Advisory Committee Lead Planning Agency with Contract Staff PRTPO's Four Transit Agencies

Transportation Planning Activities:

2.1 Long-range Regional Planning

- 2040 RTP Supporting Activities
  - Increase EV readiness across the region *(on-going)*
  - Enhance regional resilience *(on-going)*
  - Conduct biennial review of 2040 RTP *(SFY 2022)*
  - Monitor and respond to emerging regional planning issues *(as warranted)*

Deliverables:

- Meeting materials, communication pieces, maps and data sets
- Biennial RTP review findings

2.2 Regional Coordination and Collaboration

- Participate in MPO/RTPO Coordinating Committee meetings *(quarterly)*
- Participate in inter-regional studies *(as warranted)*
- Participate in WSDOT SFY 2022-23 planning initiatives relevant to the Peninsula region including updates to the Highway System Plan, and as appropriate, the Multimodal Strategic Investment process *(as warranted)*
- Coordination with local agencies to ensure consistency between local and regional plans and strategies *(on-going)*
- Review with local and state agencies and amend as necessary the Federal Functional Classification of the region's roadway system *(SFY 2022)*

Deliverables:

- Correspondence and materials

2.3 Tribal Consultation

- Support consistency between tribal TIPs and long-range plans and PRTPO RTIP and long-range plan (*on-going)*
- Monitor state and federal policies that affect tribal coordination and planning considerations *(on-going)*
- Maintain communications with tribal partners and identify areas of potential collaboration and partnership *(on-going)*

Deliverables:

- Correspondence and materials

2.4 Human Services Transportation Planning

- Engage transportation service providers *(SFY 2022-2023)*
- Update data and equity profile *(SFY 2022)*
- Assess and update strategies *(SFY 2022-2023)*
- Identify and prioritize mobility needs *(SFY 2023)*
- Prepare, review, and adopt an updated Coordinated Human Services Transportation Plan *(SFY 2023)*

Deliverables:

- Communication and presentation materials
- Data sets and mapping products
- Coordinated Human Services Transportation Plan and project list

2.5 PRTPO Transportation Outlook 2022 and 2023

- Produce annual briefing paper of PRTPO transportation priorities *(2nd quarter)*
- Respond to legislative and other inquiries on the briefing paper and its priorities *(on-going)*

Deliverables:

- PRTPO Transportation Outlook 2022 and 2023 materials

2.6 Regional Grants Administration

- Conduct a Transportation Alternatives Program call for projects *(SFY 2022)*
- Conduct a Consolidated Grants prioritization process *(SFY 2023)*
- Complete annual Transportation Alternatives program status report for WSDOT *(December)*

Deliverables:

- Transportation Alternatives Program grant process and awards
- Prioritized list of candidates for the Consolidated Grants process
- Transportation Alternatives status reports

Estimated Level of Effort:

	SFY 2022	SFY 2023	2-YrTotal
2. Transportation Planning	**$ 89,900**	**$ 89,900**	**$179,800**
2.1 Long-range Planning	*$ 14,000*	*$ 14,000*	*$ 28,000*
2.2 Regional Coordination and Collaboration	*$ 8,900*	*$ 8,900*	*$ 17,800*
2.3 Tribal Consultation	*$ 2,000*	*$ 2,000*	*$ 4,000*
2.4 Human Services Transportation Planning	*$ 50,000*	*$ 50,000*	*$100,000*
2.5 PRTPO Transportation Outlook	*$ 5,000*	*$ 5,000*	*$ 10,000*
2.6 Regional Grants Administration	*$ 10,000*	*$ 10,000*	*$ 20,000*

Work Element 3 – Regional TIP

PRTPO must compile a six-year Regional Transportation Improvement Program (TIP) based on the six-year TIPs developed by cities, counties, tribes, and WSDOT. Amendments may be needed throughout the year to add new projects or make changes to existing projects.

Regional TIP Summary:

Estimated Cost:	$8,100/year [$16,200 total]
Funding Source:	SFY 2022-2023 RTPO Funds
Work Performed By:	PRTPO Executive Committee PRTPO Executive Board PRTPO Technical Advisory Committee Lead Planning Agency with Contract Staff

Regional TIP Activities:

3.1 Develop and Maintain Regional TIP

- Work with local agencies to develop a six-year Regional TIP in the required format *(1st quarter)*
- Develop the Regional TIP documentation including financial plan and other report requirements *(1st quarter)*
- Advertise the draft Regional TIP for public review and comment *(1st quarter)*
- Prepare draft and final versions of the Regional TIP and meeting materials to support TAC review and recommendation, and Executive Board approval *(1st quarter)*
- Develop amendment package materials for the TAC, Executive Board, and WSDOT *(as needed)*

Deliverables:

- Draft and Final 2022-2027 and Draft 2023-2028 Regional TIP
- Amendments as needed to the 2022-2027 Regional TIP
- Meeting materials and other products to support the TAC and Executive Board review and approval process

3.2 Monitor Obligation Authority for Federally Funded Projects

- Review OA reports from WSDOT *(quarterly)*
- Follow-up with project sponsors and PRTPO Executive Board *(as needed)*

Deliverables:

- Correspondence and meeting materials if needed

Estimated Level of Effort:

	SFY 2022	SFY 2023	2-Yr Total
3. Regional TIP	**$8,100**	**$8,100**	**$16,200**
3.1 Develop and Maintain Regional TIP	$8,000	$8,000	$16,000
3.2. Monitor OA for Federally Funded Projects	$ 100	$ 100	$ 200

Work Element 4 – Other PRTPO Activities in SFY 2022-2023

In addition to the core work program activities described in Work Elements 1-3, PRTPO will undertake additional activities in SFY 2022-2023 as funds allow to address specific outstanding needs for the region. These are one-time or occasional activities, separate from the on-going core functions. Specific activities will be identified by the Executive Board and amended into the UPWP as funds are identified.

Other PRTPO Activities in SFY 2022-2023 Summary:

Estimated Cost:	TBD
Funding Source:	SFY 2022-2023 RTPO Funds
Work Performed By:	PRTPO Executive Committee PRTPO Executive Board PRTPO Technical Advisory Committee Lead Planning Agency with Contract Staff Others TBD

Other PRTPO Activities in SFY 2022-2023:

4.1 To Be Determined

Estimated Level of Effort:

A budget for Other PRTPO Activities will be established at the time work is identified.

	SFY 2022	SFY 2023	2-Yr Total
4. Other PRTPO Activities in SFY 2022-2023			
4.1 TBD			

Other Planning Activities within the Peninsula Region

WSDOT Olympic Region Planning

Funding Source: State and Federal
Work performed by: WSDOT Olympic Region staff in partnership with local, regional, and federal staff.

WSDOT is involved in three primary areas of planning that are federally funded. These activities are Corridor and Network Planning, Tribal and Regional Coordination, and Enhanced Local Collaboration.

Corridor and Network Planning includes involvement in system planning efforts such as development and evaluation of strategies and projects that meet state system plan policies and service objectives that lead to the development and completion of the Corridor Sketches. Efforts are conducted in cooperation with local, regional, state agencies, and tribes and include determination of existing and long-range deficiencies in the system, development and refinement of strategies for inclusion in the Corridor Sketches.

Tribal and regional coordination efforts consist of WSDOT participation in the planning activities of PRTPO, local jurisdictions, and the federally recognized tribes within the region. Efforts include technical assistance and participation in local and regional planning efforts. Efforts also include statewide planning activities such as updates to the Highway System Plan, Statewide Public Transportation Plan, and other coordinated planning activities.

Enhanced Local Collaboration involves working closely with local jurisdictions to offer early reviews and assistance on their comprehensive plans. This reduces the number of comments on the completed comprehensive plans. In addition, efforts include assisting in the development and review of subarea plans and other comprehensive plan updates or revisions.

WSDOT Olympic Region prepares and adopts its own UPWP. It has identified the following studies for the 2022-2023 biennium:

- US 101 / East Sequim Pre-design Study
- SR 302 / Victor Area Study

Other planning activities of possible interest to PRTPO or its members:

Many different entities conduct planning processes around the region, and some are of possible interest to PRTPO and its members. Board members are active on these studies and report out to other members during Board meetings when those studies are relevant to the region. Potentially relevant regionally significant study efforts known at the time this UPWP was drafted include:

- Gorst Area Coalition (SR 3/SR 16 Gorst/Belfair area mobility concerns)
- North Olympic Development Council (Climate Action Planning for North Olympic Peninsula)

Appendix A: SFY 2022-2023 Unfunded Needs

PRTPO's Unified Planning Work Program is financially constrained by the state RTPO planning funds available each biennium to conduct this work. Additional regional transportation planning activities would benefit the region and its members if funds were available. These are listed here.

A. Regional EV Readiness Strategies

Comments received on the 2040 Regional Transportation Plan revealed public interest in electrification of the region's transportation system and its capacity to accommodate emerging vehicle technologies. In SFY 2021, the PRTPO Board allocated funding for a small end-of-biennium services contract to establish an inventory of known EV resources for use by PRTPO and its members. When complete, that inventory will provide a starting point for regional efforts to increase "EV readiness" across the Peninsula Region.

While process details will be informed by results of the EV inventory and other factors identified by the Executive Board, EV readiness strategies may focus on the siting of charging infrastructure for a regional network, funding opportunities for local agency planning and implementation, regulatory mechanisms and model codes, workforce and educational opportunities, or other strategic activities or plans that support regional objectives. Wherever possible, we will strive to coordinate with and leverage other efforts underway by PRTPO members and EV system stakeholders across the region. EV readiness strategies should support inclusion of the Peninsula region's EV network into the West Coast Electric Highway Program and advance local, regional, and state implementation activities.

Estimated cost - Work can be scaled according to resources, from $10,000 - $75,000

B. Strategies to Increase Rural Intercity Bus Service in the Peninsula Region

The Region's four transit agencies voluntarily provide an array of coordinated, connecting services that result in important but limited regional intercity transit service. PRTPO members support expansion of this coordinated regional intercity service over time, making it easier and more convenient to complete a loop of the Olympic Peninsula. Of particular interest is making reliable connections between every local and tribal community on the Olympic Peninsula to urban transit services on the Kitsap Peninsula that connect to Puget Sound systems.

This planning study is the first step in that process. It would convene the region's key transit and tribal partners along with stakeholders in adjacent Grays Harbor County to assess the challenges and opportunities for greater coordination between service providers, and any measures suitable for follow-up in the near- , medium- , and long-term. This will provide the foundation for future follow-up by PRTPO or its partners to expand that coordination and improve long-distance intercity service in the Peninsula Region.

Estimated cost - $7,500

C. Peninsula Region Safety Planning

Safety considerations are integral to most infrastructure designs and service plans. In recent years transportation agencies have started to conduct systemic safety analysis that provides a more comprehensive assessment of risks and potential mitigation strategies than reacting to individual crashes with spot improvements. This helps guide investments to where they will have the greatest safety benefits for the traveling public using any mode of travel as well as for system operators and workers. Implementation of a local safety assessment plan is increasingly an eligibility criterion or competitive factor in statewide grant programs.

This planning effort would build on existing and current work to create an inventory of resources and expertise around the region for dissemination among local agencies. Particular attention will be paid to tribes and the unique challenges they face in integrating multiple data sets, as well as to the transit and non-motorized assessments that may be generated by organizations other than cities and counties. Notable practices will be highlighted and data gaps identified.

The resulting safety planning inventory will be the foundation for a focused assessment by PRTPO with the TAC as to what information, resources, training, or other help, if any, PRTPO might incorporate into its work program to support system safety strategies across the region. It will not duplicate local, state, or tribal efforts but instead will leverage them to generate regional benefit for all. PRTPO will work to align its inventory and follow-up work program considerations with recommendations from the Washington Traffic Safety Commission and the range of strategies included in *Target Zero,* and with funding opportunities and safety initiatives from WSDOT.

Estimated cost - $10,000

D. Innovations in Rural Transit Service Delivery

New technologies and innovative service models have emerged in urban settings that may be transferable to rural systems, increasing transit access generally as well as opportunities for more coordinated services in the future. Examples include micro-mobility technologies like e-bikes that can address first-mile/last-mile barriers to transit access for many, and the application of real-time travel data generated by smart phones and vehicles to increase transit reliability and system operating efficiency for agencies and improve transit accessibility for passengers. It is difficult for on-demand service models like Uber and Lyft to work in typical rural settings, but what about in connection with regularly scheduled ferry service in those rural settings? Which of the emerging technologies and innovative service delivery models have potential to support rural system needs of the Peninsula Region?

This planning study would result in a synopsis of new and emerging opportunities with promise for rural systems in the Peninsula Region and key implementation considerations for transit agencies and their local, state, and tribal partners. It would include strategies suitable for PRTPO to pursue in its capacity as a regional partner.

Estimated cost = $15,000

E. Transportation Strategies that Reduce GHG Emissions in Rural and Small Urban Settings

The nature of existing land use patterns and long-term trends in rural and small urban settings constrain the ability to reduce vehicle miles traveled and corresponding greenhouse gas emissions. Achieving compact urban growth is harder here than in metropolitan areas, leaving these communities with fewer opportunities than big urban places to make system investments that increase walking, biking, and transit trip-making in lieu of car trips. Broadband access is not yet universal, meaning many people have no choice but to travel. And electric vehicle technology is harder and more expensive per capita to implement in rural communities than in urban ones. Rural communities must work harder and smarter to achieve emissions reduction benefits that come more easily in urban communities.

This work element will evaluate reductions in greenhouse gas emissions associated with regionally identified transportation system components like Clallam Transit's Strait Shot service, Kitsap Transit's passenger-only ferries, and the Worker-Driver Program serving the Navy Shipyard as compared to those same trips made by private vehicle. It will assess the effects of greater adoption of electric vehicles by public sector fleets and by households. To the extent practical it will leverage and/or align with other climate planning efforts underway in the region.

The aim is to better understand which strategies are most effective in the Peninsula Region in reducing carbon emissions and the conditions under which they are successful. This lays the groundwork for potential future work on incentives, investments, and other strategies targeted to those activities generating the most benefit.

Estimated cost - Work can be scaled according to resources, from $15,000 - $50,000

Appendix B: PRTPO Members



PRTPO Members

Clallam County
Jefferson County
Kitsap County
Mason County

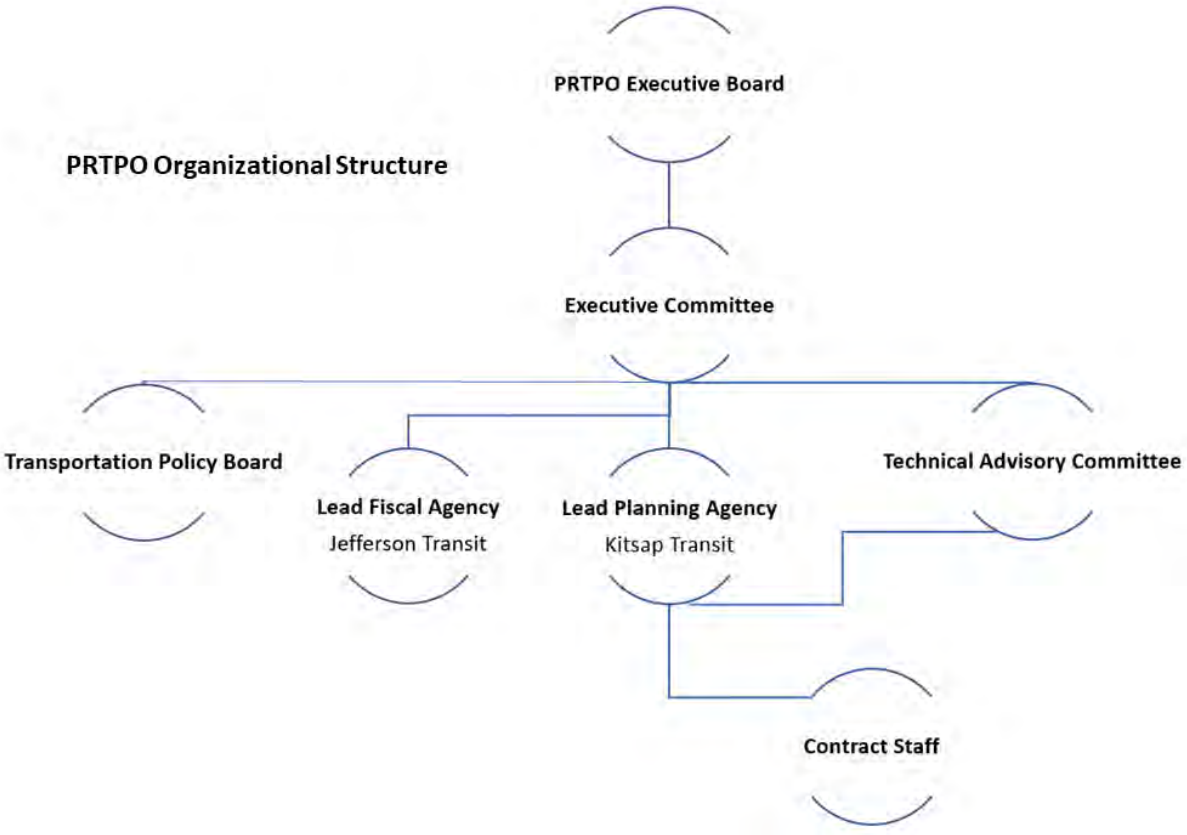
Bainbridge Island
Bremerton
Forks
Port Angeles
Port Orchard
Port Townsend
Poulsbo
Sequim
Shelton

Port of Allyn
Port of Bremerton
Port of Port Angeles
Port of Shelton

Clallam Transit
Jefferson Transit
Kitsap Transit
Mason Transit

Jamestown S'Klallam Tribe
Lower Elwha Klallam Tribe
Makah Tribe
Squaxin Island Tribe
Skokomish Tribe

WSDOT Olympic Region



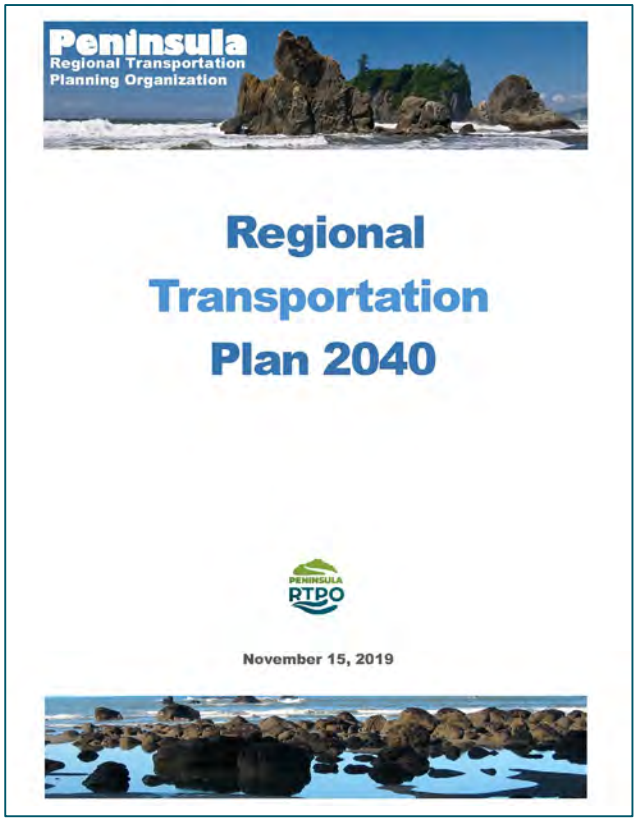
2040 Regional Transportation Plan

PRTPO Core Documents

Regional Transportation Plan 2040

PRTPO's Regional Transportation Plan 2040 describes existing and future conditions of the regional transportation system. Its goals and policies support coordinated efforts among the region's partners and provide a framework for identifying and pursuing regional objectives. It is periodically updated to reflect current or emerging needs and to comply with state requirements.

The full plan can be viewed and downloaded from the **Documents page** of the PRTPO website.



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Regional Transportation Improvement Program



FFY 2022-2027

Peninsula Regional Transportation Planning Organization

Regional Transportation Improvement Program (RTIP)

Executive Board Adopted: 15 October 2021

PREPARED BY:

KITSAP TRANSIT

60 WASHINGTON AVE, SUITE 200

BREMERTON, WA 98337

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INTRODUCTION

The Regional Transportation Improvement Program (RTIP) is a presentation of transportation projects proposed for implementation during a six-year period for the years 2022 through 2027. The PRTPO RTIP is made up of projects with federal funding, State of Washington funding and local funding from around the PRTPO Region. The RTIP describes the project, provides its projected costs, schedule for completion and associated funding sources. Importantly, The RTIP is consistent with the adopted Regional Transportation Plan (RTP) which can be located under the PRTPO Plan & Studies at: https://www.prtpo.org/documents

The PRTPO Region is made up of a four county area (Clallam, Kitsap, Jefferson and Mason Counties) and members include cities, counties, tribal nations, ports, and transit agencies. The projects listed in this document reflect members who choose to submit projects for review at the PRTPO Region. Kitsap County Members submit their RTIP projects to the Puget Sound Regional Council (PSRC). The RTIP is not a complete list of projects for each member jurisdiction.

DEVELOPMENT OF THE RTIP

The RTIP is an annual process that is brought to the PRTPO Executive Board for consideration in September of each year. The RTIP is required by RCW 47.80.023. Specifically, the RCW requires the RTPO to: *"develop, in cooperation with the department of transportation, operators of public transportation services and local governments within the region, a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs and transportation demand management measures. The regional transportation improvement program shall be based on the programs, projects, and transportation demand management measures of *regional significance as identified by transit agencies, cities, and counties pursuant to RCW 35.58.2795, 35.77.010, and 36.81.121, respectively, and any recommended programs or projects identified by the agency council on coordinated transportation, as provided in chapter 47.06B RCW, that advance special needs coordinated transportation as defined in RCW 47.06B.012. The program shall include a priority list of projects and programs, project segments and programs, transportation demand management measures, and a specific financial plan that demonstrates how the transportation improvement program can be funded. The program shall be updated at least every two years for the ensuing six-year period."*

**Regionally significant project means a transportation project (other than projects that may be grouped in the TIP and/or STIP or exempt projects as defined in EPA's transportation conformity regulations (40 CFR part 93, subpart A)) that is on a facility that serves regional transportation needs (such as access to and from the area outside the region; major activity centers in the region; major planned developments such as new retail malls, sports complexes, or employment centers; or transportation terminals) and would normally be included in the modeling of the metropolitan area's transportation network. At a minimum, this includes all principal arterial highways and all fixed guideway transit facilities that offer an alternative to regional highway travel.*

The RTIP is presented to the WSDOT after Executive Board approval for inclusion in the Statewide Transportation Improvement Plan (STIP). Only projects with secure funding are included in the STIP. Projects with planned funds are left in the RTIP until they are ready to move from planned to secure. In

the project descriptions a letter “P” is found on the left side of the funding description for planned funding while an “S” is for secure funding.

Once funds are secured, the RTPO forwards the projects to WSDOT for inclusion into the Statewide Transportation Improvement Program (STIP). The STIP has a public review period similar to the RTIP. The latest STIP can found at: https://www.wsdot.wa.gov/LocalPrograms/ProgramMgmt/STIP.htm

A summary table is provided on page 4 detailing the funding totals by categories of federal, state and local funds by jurisdiction.

POLICY FOR AMENDMENTS

New projects or those requiring amendment beyond the WSDOT administrative thresholds are brought before the Executive Committee for discussion and forwarding to the Executive Board agenda. Projects needing an expedited approval process are brought before the Executive Board without Executive Committee review for consideration no later than 14 calendar days of the next scheduled Executive Board meeting. Projects submitted less than calendar 14 days prior to the Executive Board meeting will be forwarded to the next scheduled Executive Committee meeting for consideration.

PRTPO coordinators track projects by the date of Executive Board approval.

Existing projects may continue to be amended using WSDOT amendment guidelines.

PRTPO coordinators will update the RTIP once the Executive Board has approved the project.

FISCAL SUMMARY 2022-2027

Member	Federal Funds	State Funds	Local Funds	Total
Clallam County	$18,924,756	$905,456	$2,079,284	$21,909,496
Clallam Transit	$9,261,200	$0	$2,572,300	$11,833,500
City of Forks	$384,500	$1,414,000	$60,063	$1,858,563
Jamestown S'Klallam Tribe	$3,567,168	$266,310	$223,015	$4,056,493
Jefferson County	$5,567,636	$0	$56,228	$5,623,864
Jefferson Transit	$12,892,000	$0	$3,223,000	$16,115,000
Mason County	$6,186,017	$0	$647,379	$6,833,396
Mason Transit	$5,488,189	$40,000	$1,461,391	$6,989,580
City of Port Angeles	$7,972,500	$14,054,100	$6,634,700	$28,661,300
City of Port Townsend	$0	$32,854,671	$24,520,000	$57,374,671
WSDOT	$90,647,231	$562,216,840	$11,191,383	$664,055,454
Total	**$160,891,197**	**$611,751,377**	**$52,668,743**	**$825,311,317**

2022-2027 RTIP PROJECTS

The remaining pages of this document are RTIP Projects submitted by PRTPO member agencies listed in alphabetical order. This document can be found at: **https://www.prtpo.org/documents**

For more information contact:
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2022-2025 FUNDING SECURED PROJECTS - FINANCIAL CONSTRAINT

Funding Type	Year	Carry Over	Allocations	Available Revenue	TIP Programmed	Remaining Funds
HSIP	2022	$0	$9,040,851	$9,040,851	$1,348,566	$7,692,285
	2023	$7,692,285	$0	$7,692,285	$6,373,111	$1,319,174
	2024	$1,319,174	$0	$1,319,174	$1,196,731	$122,443
	2025	$122,443	$0	$122,443	$122,443	$0
STP - G/TAP	2022	$0	$4,516,506	$4,516,506	$511,677	$4,004,829
	2023	$4,004,829	$0	$4,004,829	$2,950,694	$1,054,135
	2024	$1,054,135	$0	$1,054,135	$460,649	$593,486
	2025	$593,486	$0	$593,486	$593,486	$0
STP(BR)	2022	$0	$3,623,842	$3,623,842	$3,623,842	$0
	2023	$0	$4,917,288	$4,917,288	$4,917,288	$0
	2024	$0	$7,577,364	$7,577,364	$7,577,364	$0
	2025	$0	$0	$0	$0	$0
State	2022	$0	$46,302,056	$46,302,056	$46,302,056	$0
	2023	$0	$20,809,916	$20,809,916	$20,809,916	$0
	2024	$0	$14,471,214	$14,471,217	$14,471,217	$0
	2025	$0	$15,240,266	$15,240,266	$15,240,266	$0
Local	2022	$0	$4,085,174	$4,085,174	$4,085,174	$0
	2023	$0	$1,400,993	$1,400,993	$1,400,993	$0
	2024	$0	$432,364	$432,364	$432,364	$0
	2025	$0	$314,852	$314,852	$314,852	$0
NHPP	2022	$0	$28,721,843	$28,721,843	$28,721,843	$0
	2023	$0	$15,566,306	$15,566,306	$15,566,306	$0
	2024	$0	$13,525,596	$13,525,596	$13,525,596	$0
	2025	$0	$13,592,227	$13,592,227	$13,592,227	$0
STP (R) , (US), TTP, WFL	2022	$0	$3,346,432	$3,346,432	$3,346,432	$0
	2023	$0	$8,623,867	$8,623,867	$8,623,867	$0
	2024	$0	$0	$0	$0	$0
	2025	$0	$0	$0	$0	$0
Totals		$14,786,352	$216,108,957	$230,895,312	$216,108,960	

End Notes:

PRTPO's 2022-2027 Regional Transportation Improvement Program (RTIP) includes the six-year Transportation Improvement Programs (TIP) of members in Clallam, Jefferson, and Mason Counties, and WSDOT Olympic Region. Current project details can be found on the Documents page of PRTPO's website here.

TIPs from Kitsap County agencies are incorporated into the Puget Sound Regional Council's RTIP. That RTIP can be found here: https://www.psrc.org/our-work/funding/transportation-improvement-program

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2019 Human Services Transportation Plan

Coordinated Public Transit-Human Services Transportation Plan

PRTPO's Coordinated Public Transit-Human Services Transportation Plan, 2021 Amendment, provides a framework for coordinating and determining eligibility for federal grants that support mobility for people who depend on transit and improve coordination of services between transit agencies and human service transportation providers. The plan meets state guidelines and federal planning requirements and makes PRTPO partners eligible for Federal Transit Administration grants.

It was amended in February 2021 to include the Consolidated Grants projects PRTPO reviewed and ranked for competitive statewide ranking.

The full plan can be viewed and downloaded from the **Documents page** of the PRTPO website.



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Transportation Outlook 2021

PRTPO Members
Clallam County
Jefferson County
Kitsap County
Mason County
Bainbridge Island
Bremerton
Forks
Port Angeles
Port Orchard
Port Townsend
Poulsbo
Sequim
Shelton
Clallam Transit
Jefferson Transit
Kitsap Transit
Mason Transit
Port of Allyn
Port of Bremerton
Port of Port Angeles
Port of Shelton
WSDOT Olympic Region
Hoh Tribe
Jamestown S'Klallam Tribe
Lower Elwha Klallam Tribe
Makah Tribe
Port Gamble S'Klallam Tribe
Quileute Tribe
Squaxin Island Tribe
Skokomish Tribe
Suquamish Tribe

Bek Ashby
PRTPO Chair
Port Orchard City Council

Randy Neatherlin
Vice-Chair
Mason County Commission

Tammi Rubert
Secretary
Jefferson Transit Authority

To our legislators in the 23rd, 24th, 26th, and 35th Districts,

Thank you for the support you've offered our local, state, and tribal transportation partners. As ex-officio members of Peninsula RTPO and valued state partners, your support helps ensure projects and policy objectives that benefit passenger and freight mobility on the Olympic and Kitsap Peninsulas get fair consideration at the state level. Regional collaboration and cooperation make us strong. Our partnership with you is important to our success.

The pandemic's harmful impact on the safety, health and vitality of communities will be aggravated by significant cuts to funding for programs that serve transportation needs. Here's why:

The transportation revenue shortfall is too big for local agencies to overcome. Transportation revenue was hit hard by I-976 and by COVID-19. That's on top of long-standing deficits in core preservation program funding. Agencies have no reserve capacity to absorb these new losses.

Unpredictable, volatile funding makes up a big part of local revenues. Local agencies haven't had an increase in their share of direct gas tax revenue since 2005-06. Agencies must compete for useful but unpredictable grants to tackle major improvements and retrofits.

Resources for rural and intercity bus service for the most vulnerable are limited. Transit continues to be an essential service through the pandemic, transporting our most vulnerable at low or no cost to riders. This is an expensive but vital service, and demand is increasing.

We can meet this moment with hope and renewed commitment to our communities in several ways.

Construction projects generate jobs. Connecting Washington projects are ready to go, as are several other important projects on our local and state systems. Honor those commitments which have already been made. These projects will start generating much needed economic recovery.

New funding mechanisms need to ensure revenue flexibility. Restrictions on gas tax revenues defined in the 18th Amendment exacerbate funding shortfalls for multimodal projects. Additional revenue sources with more flexibility are necessary to build and maintain a multimodal system that supports transit, biking, walking, and remote access.

Federal funding swaps would stretch existing resources further. Our counties receive only a small amount of federal funds to award to priority projects. Small amounts of federal funds drive up project costs and slow delivery. Swapping federal funds with state funds for small local projects is smart and efficient.

A more resilient transportation system is good for the region and the state. Our geography offers us only a few critical lifeline routes - US 101, SR 112, Hood Canal bridge, the SR 16/SR 3 intersection in Gorst, SR 104, SR 305, our state and local ferries – and any disruptions are felt far beyond the region. We need to focus on resiliency measures and ensure our infrastructure can withstand the demand when the next disaster hits.

The time for universal broadband access is now. COVID-19 underscores the urgency of extending rural broadband access to all parts of the region. Many parts of our region are not served. This is a resiliency issue, too. People cannot “stay home, stay safe” without broadband access for telecommuting, online schooling, e-commerce, telehealth, and more.

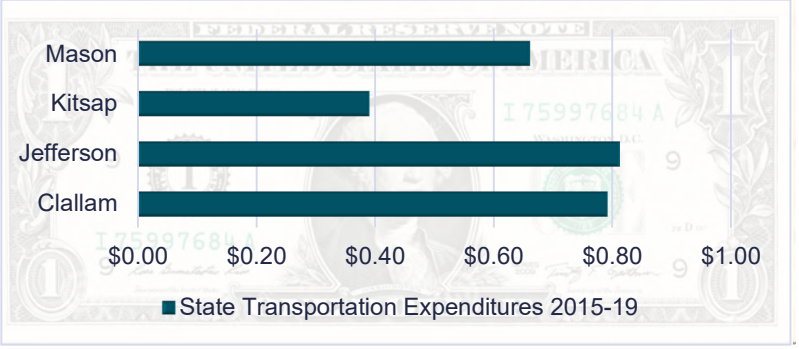
The work before us is daunting but doable, with your support. We look forward to working with you to improve mobility for residents and businesses throughout the Peninsula region.

Peninsula RTPO Key Contacts
www.PRTPO.org

Chair	Bek Ashby	bashby@cityofportorchard.us	360.731.0778
Vice-Chair	Randy Neatherlin	randyn@co.mason.wa.us	360.427.9670 x419
Secretary	Tammi Rubert	trubert@jeffersontransit.com	360.385.3020 x107
Lead Planning Agency	John Clauson	JohnC@kitsaptransit.com	360.478.6223
PRTPO Coordinator	Thera Black	TheraB@PeninsulaRTPO.org	360.878.0353
PRTPO Coordinator, LPA	Edward Coviello	EdwardC@KitsapTransit.com	360.824.4919

Residents Pay More than Their Fair Share

For every dollar residents paid in state transportation taxes and fees from 2015-2019, they only got back anywhere from 81¢ to just 39¢ in state transportation investments.

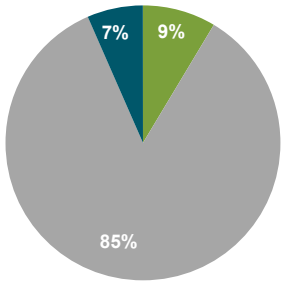


Source: WSDOT 2019 County by County Analysis, 2015-2019 Historical Analysis

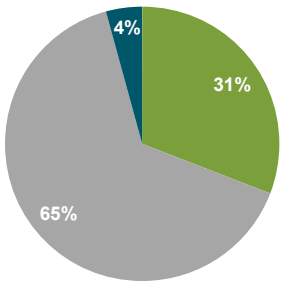
Lifeline Services Expensive to Provide

Demand-response services are a lifeline for our most vulnerable residents and, on a pre-trip basis, are also the most expensive service provided by transit. **Reliable funding for rural mobility and intercity bus travel ensures people with special mobility needs can access essential services.**

Share of Transit Trips



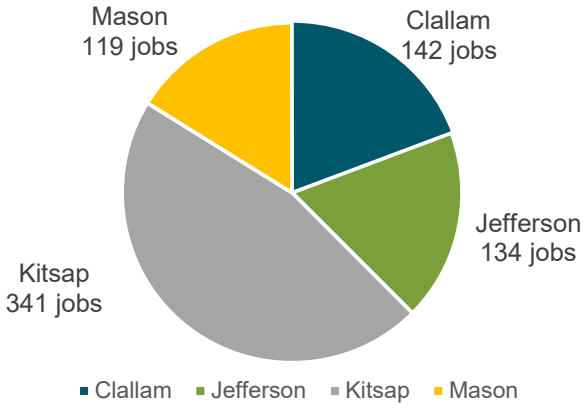
Share of Operating Expense



Source: National Transit Database, 2017 data for Clallam, Jefferson, Kitsap, and Mason Transit.

Transportation Projects = Jobs

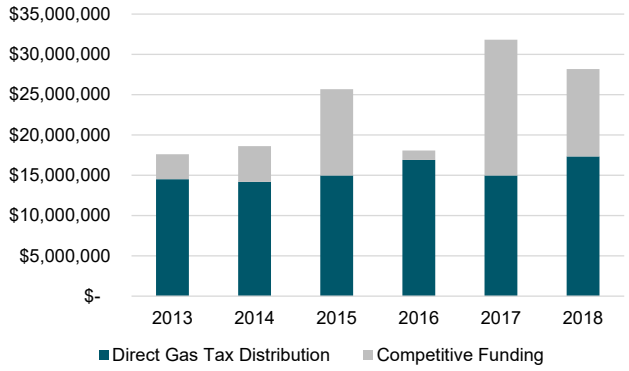
This chart shows the estimated growth in 2018-19 jobs, by county, attributed to WSDOT transportation investments.



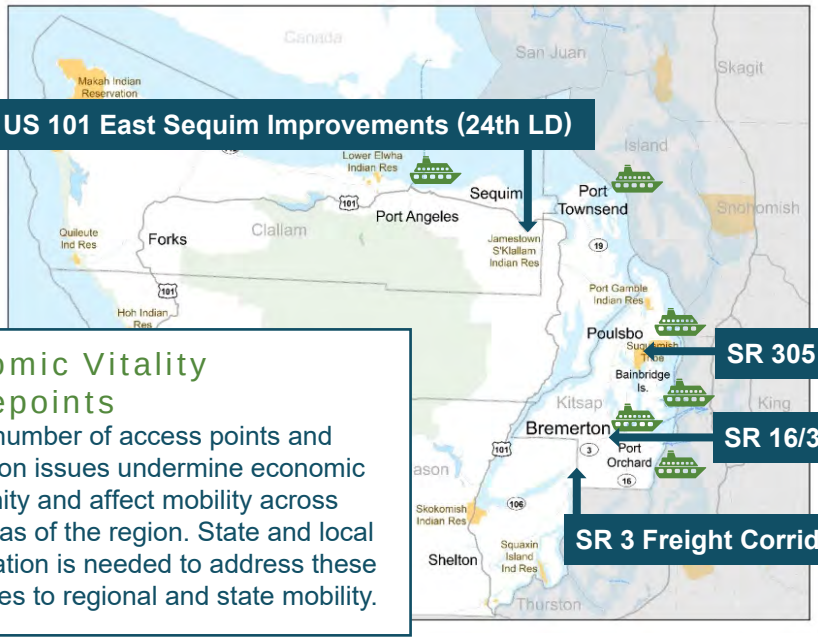
Source: WSDOT 2019 County by County Analysis - Return per dollar contributed by citizens within each county, state and federal transportation funds – 2019 analysis

Roller Coaster Budgets for Locals

Local agencies must rely on competitive grants for a large share of their transportation revenue. Agencies need more funding discretion. **Local agency shares of gas tax distribution haven't increased since 2005-06.**



Source: County Road and City Street Revenues and Expenditures, for Clallam, Jefferson, Kitsap, and Mason Counties and their respective cities.



Essential Marine Highway System

The majority of ferry trips in Washington begin or end in our region and the Coho is an international gateway for the State. This marine highway system is essential to our regional mobility and economic health.

Economic Vitality Chokepoints

A small number of access points and congestion issues undermine economic opportunity and affect mobility across wide areas of the region. State and local collaboration is needed to address these challenges to regional and state mobility.

PRTPO.org

Transportation Outlook 2021

Peninsula RTPO Investment Priorities

Project	Agency	LD#	PRTPO Priority Project Characteristics: Multiple Modes	Shovel-ready	Economic Chokepoint	System Preservation	Improve Safety	Special Needs Mobility	Increase Resiliency	Connecting WA	Local TIP	Total Cost	Already
SR 104 Kingston Congestion Mitigation *Realign and create north couple for inbound ferry traffic, add remote holding capacity, and manage ferry traffic within Kingston*	Kitsap County	23	*	*	*		*	*			*	$20 M	$2.76 M
SR 305/Johnson Parkway - South Segment Noll Rd Construction *Complete roundabout and pedestrian tunnel at SR 305/Johnson Road, other elements of Noll Road Corridor Improvements, Ph. 1*	Poulsbo	23	*				*		*	*	*	$18.7 M	$18.7 M
Elwha River Bridge Replacement *Replace deficient 1926 bridge with new structure designed to current standards*	Clallam County	24	*	*		*			*		*	$30.3 M	$30.3 M
Olympic Discovery Trail - Forks to La Push *Construct 13 mile segment of the ODT connecting Forks to La Push (West Olympic Peninsula)*	Clallam County	24	*	*			*	*	*		*	$8.8 M	$6.1 M
Olympic Discovery Trail - Larry Scott Trail to US 101/SR 20 Junction *Construct accessible multi-use 9.6 mile segment of the ODT and Pacific NW Scenic Trail systems (East Olympic Peninsula)*	Jefferson County	24	*	*			*	*	*		*	$13 M	$2.5 M
Peabody Creek/Lincoln Street Culvert Repair *Complete critical culvert repair to to avoid collapse and minimize property damage, and improve fish passage*	Port Angeles	24		*		*	*		*		*	$3.5 M	$0.3 M
SR 20 Intersection Improvements at Mill Road & Kearny Road *City participation in WSDOT intersection safety project on SR 20 at Mill Road and Kearny Road, replacing outdated signals with roundabouts*	Port Townsend	24	*				*				*	$2.7 M	$1.0 M
US 101 East Sequim Corridor *Complete Simdars Rd/US 101 interchange and build frontage road connecting Palo Alto and Happy Valley Roads to interchange*	Sequim	24	*		*		*		*		*	$37 M	$1.9 M
Bay Street Pedestrian Pathway *Complete pathway construction between Port Orchard and Annapolis ferry terminals for 1.2 mile waterfront path*	Port Orchard	26	*	*			*	*		*	*	$3.0 M	$3.0 M
Sedgwick Rd/SR 160 Corridor Improvements *Design and construct improvements described in WSDOT's 2018 SR 16 Corridor Congestion Relief Study, listed as a near-term priority project*	Port Orchard	26	*		*		*		*		*	$6.0 M	$6.0 M
SR 3/16 Gorst Project - Resiliency, Mainline Capacity, & Non-Motorized Connectivity *Improve multimodal safety and efficiency of SR 3 and SR 16 in Gorst*	Kitsap County	26, 35	*		*		*		*			$425 M	
Park and Ride Development Project *Construct two new park & rides, one of which includes a transit building, and upgrade three existing park & rides*	Mason Transit Authority	35	*	*	*		*	*		*		$10.2 M	$10.2 M
SR 3 Freight Corridor *Construct new corridor parallel to SR 3 in Belfair, providing alternate route and improved freight access*	Mason County	35	*		*		*		*	*		$66.9 M	$66.9 M

Pavement Preservation and State of Good Repair

PRTPO stands with its local, state, and tribal partners in emphasizing the need for adequate funding to preserve and maintain the existing transportation system - streets and highways, bridges, ferry terminals and vessels, transit infrastructure, trails and pathways, sidewalks, and technology. Existing revenues are insufficient to maintain a State of Good Repair which increases the funding deficit.

Peninsula RTPO
TRANSPORTATION OUTLOOK 2021

Issues and Opportunities Facing the Olympic and Kitsap Peninsulas

Bek Ashby, City of Port Orchard

Chair

Randy Neatherlin, Mason County

Vice-Chair

Tammi Rubert, Jefferson Transit

Secretary

PRTPO Key Influences

Kitsap & Olympic Peninsulas

Pacific Ocean & Salish Sea

Marine highway is essential system

Olympic Mountains

Unique barriers, key partnerships

US Navy facilities, National security

Remote, limited access

International border crossing

Central Puget Sound gateway



PRTPO Members

Clallam County
Jefferson County
Kitsap County
Mason County

Hoh Tribe
Jamestown S'Klallam Tribe
Lower Elwha Klallam Tribe
Makah Tribe
Port Gamble S'Klallam Tribe
Quileute Tribe
Squaxin Island Tribe
Skokomish Tribe
Suquamish Tribe

Port of Allyn
Port of Bremerton
Port of Port Angeles
Port of Shelton

Bainbridge Island
Bremerton
Forks
Port Angeles
Port Orchard
Port Townsend
Poulsbo
Sequim
Shelton

Clallam Transit
Jefferson Transit
Kitsap Transit
Mason Transit

WSDOT Olympic Region



PRTPO Members

- 4 Counties and 9 Cities
- 4 Transit Agencies and 4 Port Districts
- 9 Indian Tribes
- WSDOT Olympic Region

30 Year History of Collaboration and Partnership

SFY 2021 – PRTPO's First Self-Determined Annual Work Program:

- Finalize **transition activities** to independent RTPO status
- Establish and communicate **near-term PRTPO transportation priorities**
- **Administer Consolidated Grants** prioritization process
- Support **federal funding flexibilities** for local partners
- Update **Public Engagement and Title VI Plans** and strategies
- Develop **GIS mapping tools** to support analysis and communications
- Participate in **statewide and inter-regional coordination** efforts

ISSUES AND OPPORTUNITIES FACING THE PENINSULA REGION

Revenue Shortfalls

Sustaining Rural Transit

Unpredictable, Competitive Funding

Need for Funding Flexibility, Reliability

Protect Connecting WA Projects

System Resiliency

Universal Rural Broadband


Port Angeles


Hood Canal Bridge


Olympic Discovery Trail


Port Orchard


Port Townsend/Coupeville Ferry


Shelton


Kingston


Elwha River Bridge



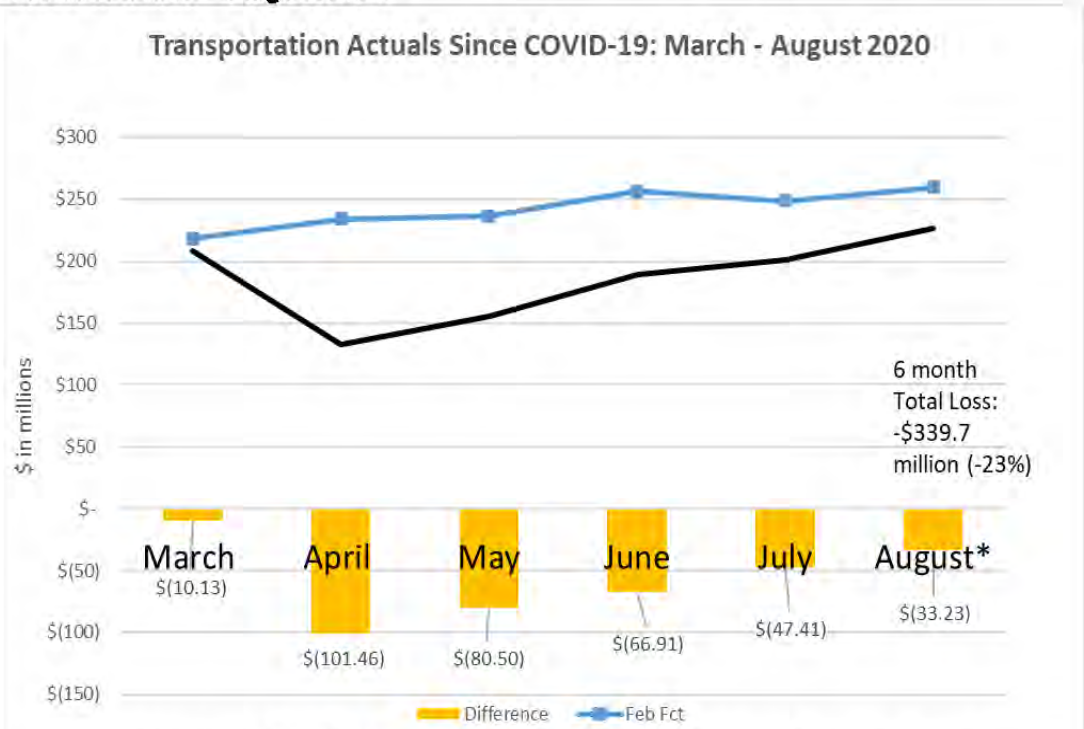
Clallam Transit Strait Shot

Long-standing revenue shortfalls impact ability to maintain local streets

- Local roadway preservation and maintenance needs are paid for out of the General Fund
- No increase in local gas tax share since 2005-06
- Local funding options generate limited revenue in small cities
- Collapse in 2020 gas tax revenues compounds our deficiencies
- Local agencies have no capacity to absorb shortfalls for core transportation programs

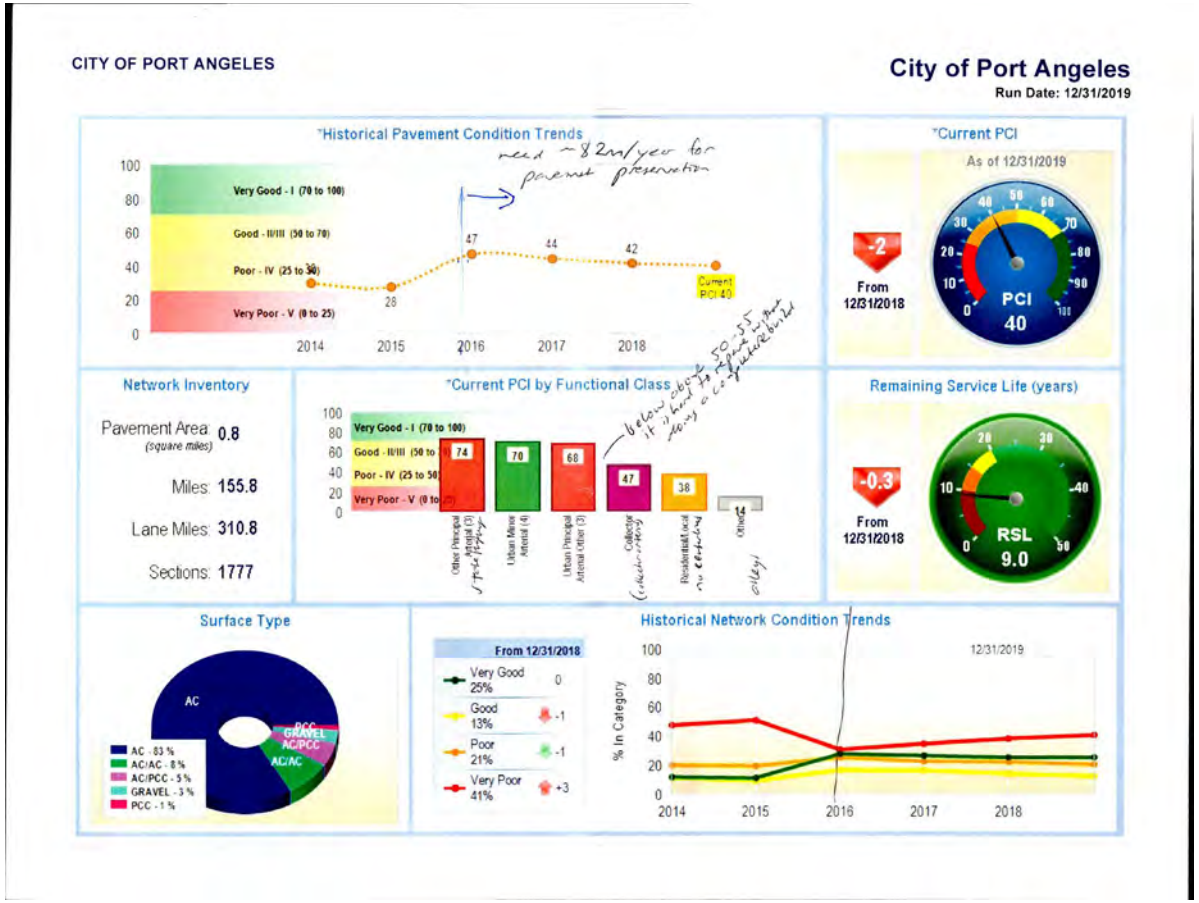
Quick Insight:

Figure 6: Transportation Revenue Actuals Compared to the February 2020 (Baseline) Forecast: March – August 2020



Source: Transportation Revenue Forecast Council – September 2020 Transportation Economic and Revenue Forecasts.

Spotlight: Port Angeles Preservation Issues



Excerpt from Port Angeles 2019 Citywide Pavement Condition Index Dashboard

Great Recession "recovery" required deferring maintenance for 10 years

"Catching up" is one year of entire General Fund for whole city – police, fire, parks, services, etc

Balanced budget audits don't consider costs of deferred maintenance

Spotlight: Impacts of The Coho on Area Economy


The Economic Impacts of Black Ball Ferry Line – A Destination Hub In The Tourism Industry of Clallam County

OLYMPUS CONSULTING

Daniel A. Underwood, Ph.D.
olympusconsulting@olypen.com
(360) 775-0507
11/15/2019

Abstract

A MV Coho passenger survey was used to estimate what people spent where during their visit to the Port Angeles area in July, 2019. It revealed the 148,384 traveling parties believe the services provided by Black Ball Ferry Line were very important to their travel plans, making Black Ball Ferry Line a destination hub integrating a variety of local businesses. Each of those traveling parties injected an average of $433 into the local economy. The study finds that the 91 people employed by Black Ball Ferry Line support the direct employment of 627 people in businesses ranging from motels/hotels, food and beverages, to retail shopping. The employment and labor income created in those sectors in turn support an additional 100 people in the supply chain and another 156 people in the general economy. Every person employed by Black Ball Ferry Line supports employment of 9.7 additional people locally.

November 2019 economic impacts analysis of Black Ball Ferry operations on the local Port Angeles / Clallam County economies.

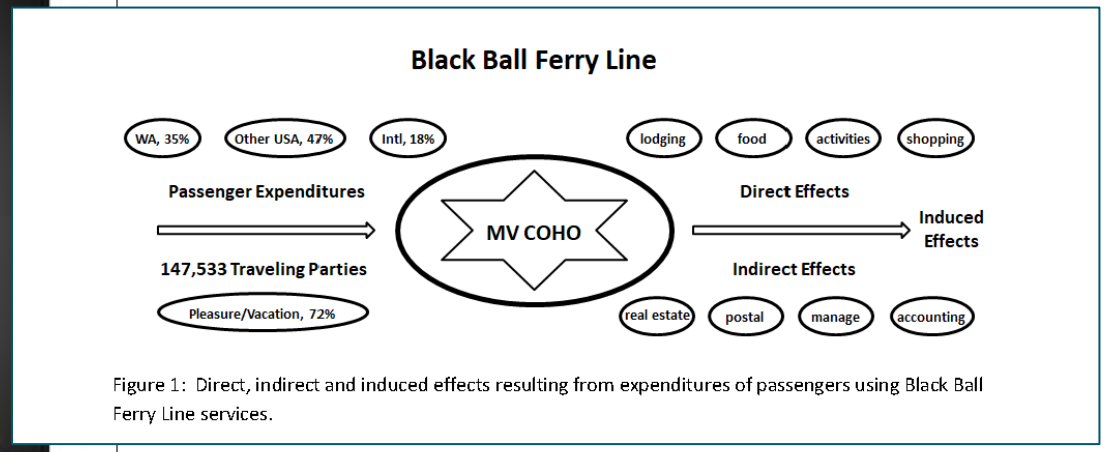


Figure 1: Direct, indirect and induced effects resulting from expenditures of passengers using Black Ball Ferry Line services.

Black Ball Ferry employed 91 people in 2019. Each job supported an additional 9.7 jobs in the local economy, generating $27.8 million in wages and $10.9 million in state and local taxes. Black Ball operations ceased in March and have yet to resume.

Cancellation of all Black Ball Ferry operations due to closure of the international border has created widespread economic impacts in the region.

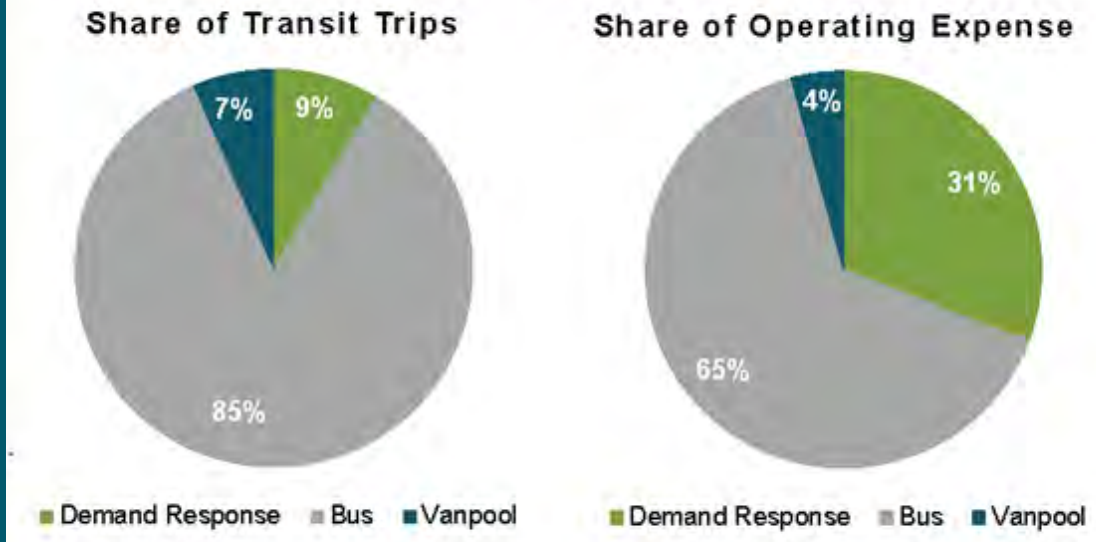
Rural and intercity transit is essential part of regional transportation system

- Cross-system coordination between agencies established critical regional intercity network
- Close cooperation between public transit and tribal transit agencies supports rural mobility
- Providing critical lifeline services for vulnerable residents in a highly rural region is expensive
- Local revenue sources for transit generate little revenue in rural communities

Quick Insight:

Lifeline Services Expensive to Provide

Demand-response services are a lifeline for our most vulnerable residents and, on a pre-trip basis, are also the most expensive service provided by transit. **Reliable funding for rural mobility and intercity bus travel ensures people with special mobility needs can access essential services.**



Source: National Transit Database, 2017 data for Clallam, Jefferson, Kitsap, and Mason Transit.

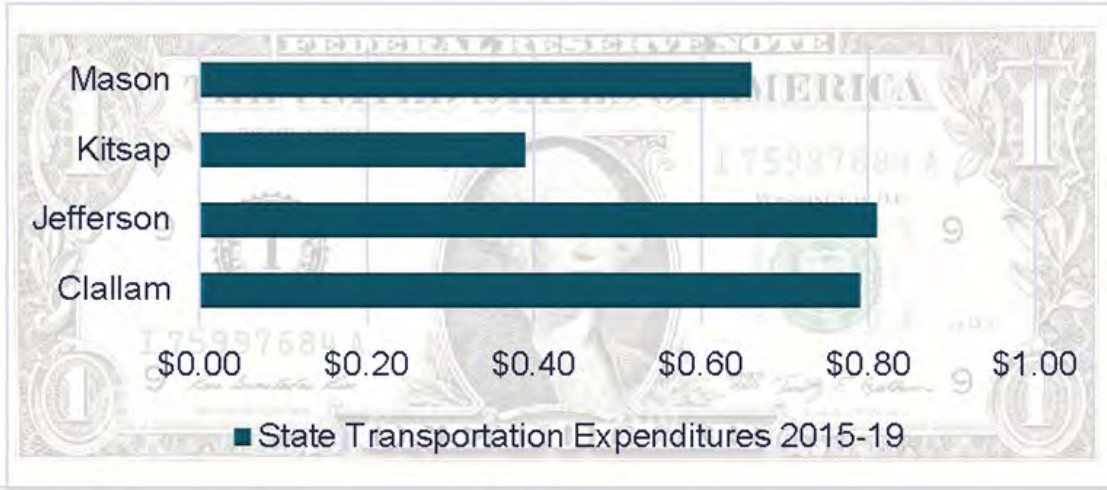
Capital projects rely on unpredictable, competitive funding sources

- Nature of funding is unpredictable and hard to plan for in local plans and budgets
- TIB and CRAB have had same level of gas tax revenue for competitive programs for years
- Local impact fees are supplemental, not a solution for capital funding needs
- Project funding is a return on taxpayer investments they pay through taxes and fees

Quick Insight:

Residents Pay More than Their Fair Share

For every dollar residents paid in state transportation taxes and fees from 2015-2019, they only got back anywhere from 81¢ to just 39¢ in state transportation investments.



Source: WSDOT 2019 County by County Analysis, 2015-2019 Historical Analysis

Spotlight: Sequim Funding Realities

It takes a village…and seven long years
Funding sources for a recent city street reconstruction including utilities

- Federal
  - Federal Highway Administration (STP)
- State
  - Transportation Improvement Board
  - Safe Routes to School
  - Clean Water Standard Loan
  - Clean Water Centennial Grant
- Local
  - Transportation Benefit District
  - Transportation Impact Fees
  - Sewer Utility
  - Water Utility

Quick Insight:

Unexpected Consequences-
City of Sequim received $550,000 in federal STBG funds for the US 101 East Sequim Improvements (a priority PRTPO project). WSDOT declined to obligate these funds for design because of the required commitment to construct the project within 10 years or pay back the money, putting the project funds at risk. A federal/state funding swap could remove that consideration from local projects, allowing agencies to move forward with design and right of way while continuing to look for construction funding.

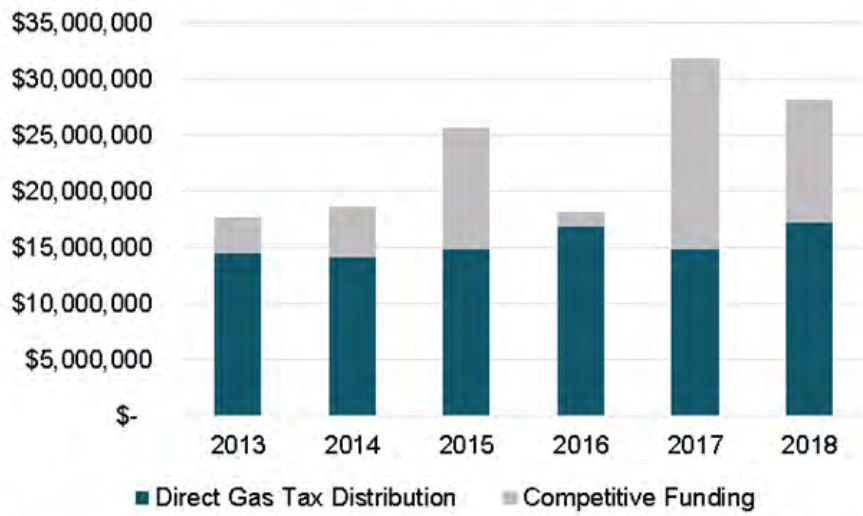
New funding mechanisms need to be flexible, predictable, and efficient to use

- New mechanisms need to ensure revenue flexibility to support multimodal system needs
- Federal funds, another primary source of grant revenue, are costly to use on many projects

Quick Insight:

Roller Coaster Budgets for Locals

Local agencies must rely on competitive grants for a large share of their transportation revenue. Agencies need more funding discretion. **Local agency shares of gas tax distribution haven't increased since 2005-06.**



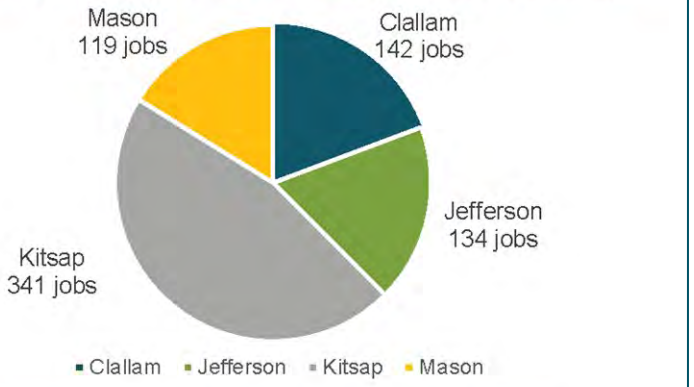
Source: County Road and City Street Revenues and Expenditures, for Clallam, Jefferson, Kitsap, and Mason Counties and their respective cities.

Protect *Connecting Washington* projects and stimulate economic recovery

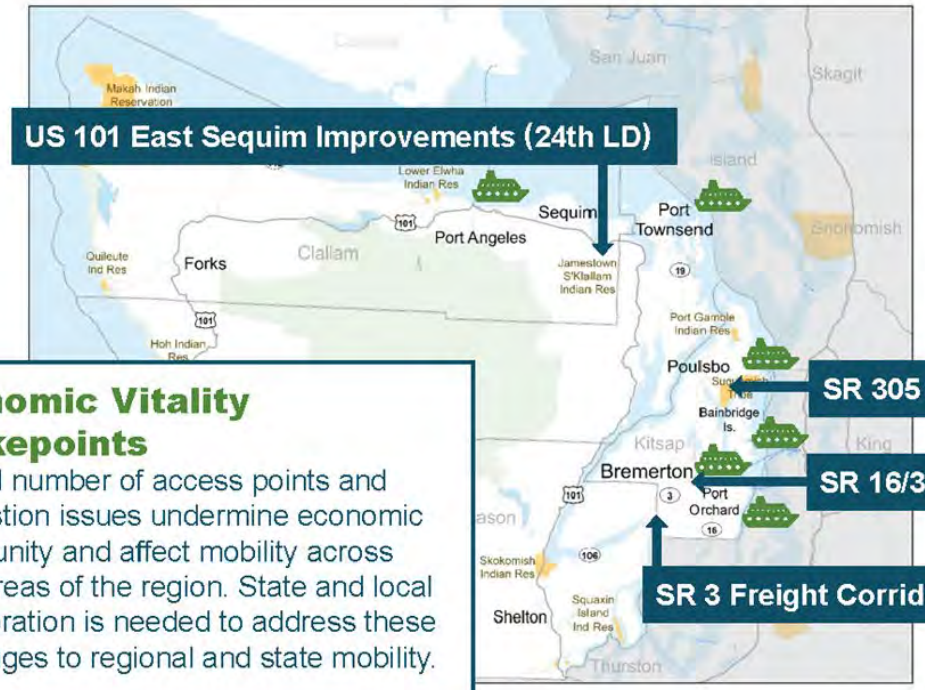
- *Connecting Washington* projects benefit our communities and need to be completed
- Other system chokepoints impede long-term economic vitality and need to be addressed

Transportation Projects = Jobs

This chart shows the estimated growth in 2018-19 jobs, by county, attributed to WSDOT transportation investments.



Source: WSDOT 2019 County by County Analysis - Return per dollar contributed by citizens within each county, state and federal transportation funds – 2019 analysis



Economic Vitality Chokepoints

A small number of access points and congestion issues undermine economic opportunity and affect mobility across wide areas of the region. State and local collaboration is needed to address these challenges to regional and state mobility.

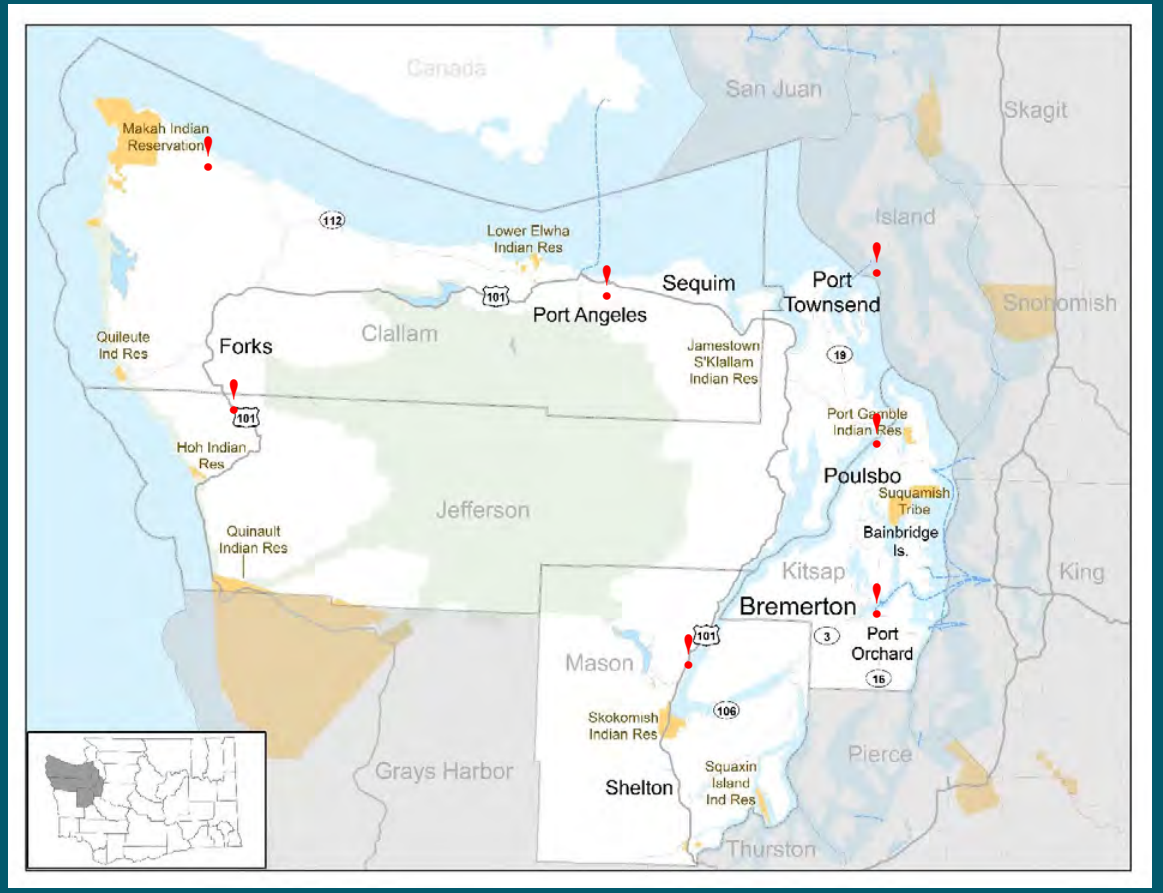
Essential Marine Highway System

The majority of ferry trips in Washington begin or end in our region and the Coho is an international gateway for the State. This marine highway system is essential to our regional mobility and economic health.

Long-term system resiliency is a pressing concern for communities across the region

- Geography limits route redundancy for much of the region
- Existing highways are prone to washouts, disrupting freight and stranding communities
- 27 bridges on the state system alone need seismic retrofits in addition to local retrofits
- Essential marine highway facilities and funding resources are in jeopardy

Quick Insight:

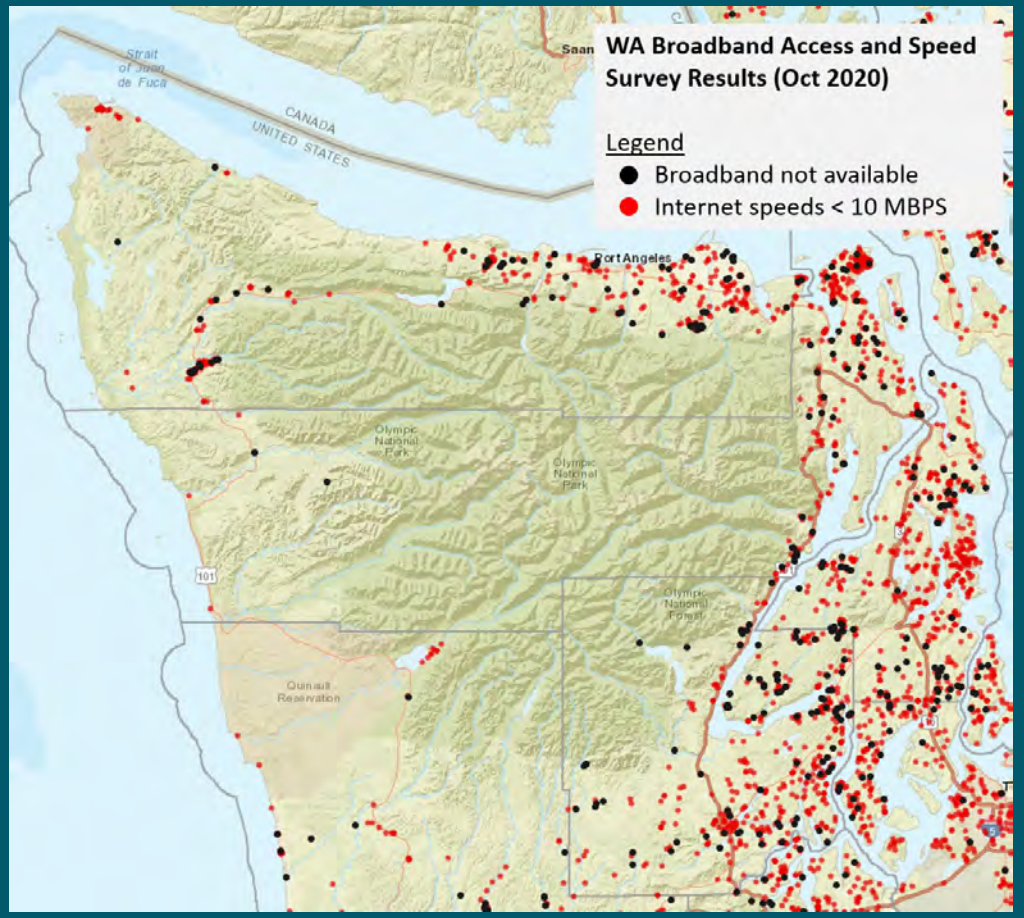


System failures will have widespread implications for regional and state mobility. There are no viable alternate routes for much of the region.

Universal broadband access is an integral part of regional and statewide mobility

- COVID-19 underscores the imperative of expanding broadband access across the region
- People cannot “stay safe, stay home” without access to daily needs via the internet
- Much of the Peninsula Region does not have reliable, high speed internet service
- Remote access enables participation in PRTPO activities by members across the region

Quick Insight:



Source: WA State Department of Commerce, Statewide Broadband Office.

Stronger together.

- PRTPO members create opportunity through regional partnerships and collaboration

What transportation opportunities do you see in the 2021 and beyond?

How can we work together to improve mobility for all?



PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION
PRTPO.ORG

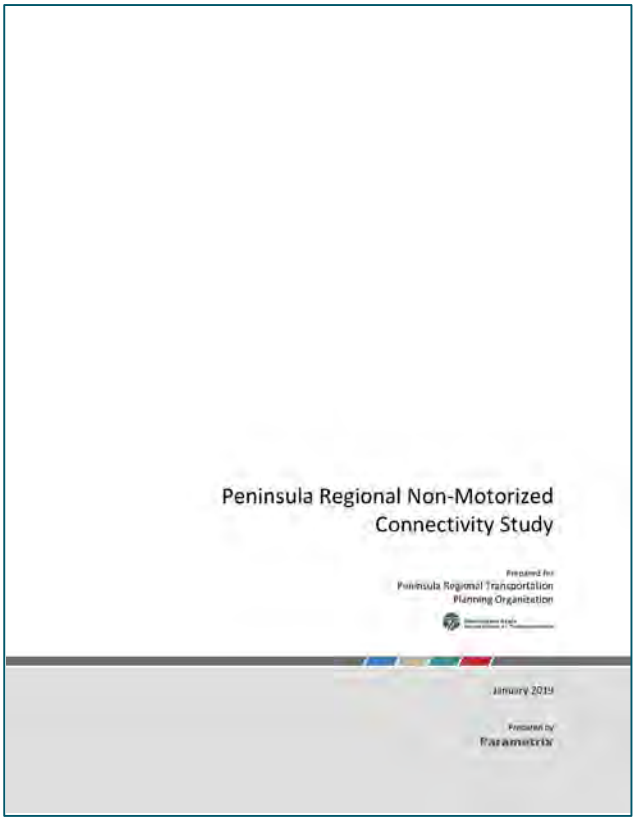
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Peninsula Regional Non-Motorized Connectivity Study

Peninsula Regional Non-Motorized Connectivity Study

PRTPO's Peninsula Regional Non-Motorized Connectivity Study, adopted in early 2019, provides an overview of the existing facilities that serve as building blocks to better connect non-motorized facilities regionally. It offers a gap analysis to assist PRTPO and its partners in identifying and prioritizing future opportunities to create a more complete and well-connected non-motorized network for the region.

The full plan can be viewed and downloaded here from the **Documents page** of the PRTPO website.



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Title VI Plan

Other Required Documents

Title VI Plan

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

TITLE VI PLAN

Bek Ashby, Chair

Peninsula RTPO

20 August 2021

Adoption Date

Peninsula RTPO

60 Washington Avenue, Ste 200

Bremerton, WA 98337

360.824.4919

EdwardC@kitsaptransit.com

TITLE VI NOTICE

Peninsula Regional Transportation Planning Organization (PRTPO) hereby gives public notice that it is the organization's policy 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 shall, on the grounds of race, color, sex, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or other activity for which PRTPO receives federal finance 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 PRTPO. Any such complaint must be in writing and filed with PRTPO's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence.

Aviso de Título VI

Peninsula Regional Transportation Planning Organization (PRTPO) da aviso público de que es política de la organización asegurar el pleno cumplimiento del Título VI de la Ley de Derechos Civiles de 1964, la Ley de Restauración de los Derechos Civiles de 1987 y los estatutos y reglamentos relacionados en todos los programas y actividades. El Título VI requiere que ninguna persona, por motivos de raza, color, sexo u origen nacional, sea excluida de la participación, se le nieguen los beneficios o sea objeto de discriminación bajo cualquier programa para la cual PRTPO reciba asistencia financiera federal. Toda persona que considere que ha sido agraviada por una práctica discriminatoria ilegal en virtud del Título VI tiene derecho a presentar una queja formal ante la PRTPO. Cualquier queja de este tipo debe ser por escrito y presentada ante el Coordinador del Título VI de la PRTPO dentro de los ciento ochenta (180) días siguientes a la fecha de la supuesta ocurrencia discriminatoria.

Pamagat VI Seguro

Peninsula Regional Transportation Planning Organization (PRTPO) sa pamamagitan nito ay nagbibigay ng paunawa sa publiko na patakaran ng samahan na tiyakin ang ganap na pagsunod sa Pamagat VI ng Batas sa Karapatang Sibil ng 1964, ang Batas sa Pagpapanumbalik ng Mga Karapatan sa Sibil ng 1987, at mga kaugnay na batas at regulasyon sa lahat ng mga programa at mga aktibidad. Kinakailangan ng Pamagat VI na walang sinumang dapat, sa batayan ng lahi, kulay, kasarian, o pambansang pinagmulan, ay maibukod mula sa pakikilahok, tanggihan ang mga benepisyo, o mapailalim sa diskriminasyon sa ilalim ng anumang aktibidad na kung saan ang PRTPO ay tumatanggap ng pederal na pananalapi tulong. Ang sinumang tao na naniniwala na sila ay naapi ng isang labag sa batas na diskriminasyon na kasanayan sa ilalim ng Pamagat VI ay may karapatang maghain ng pormal na reklamo sa PRTPO. Anumang naturang reklamo ay dapat na nakasulat at isampa sa PRTPO's Title VI Coordinator sa loob ng isang daan at walumpung (180) araw kasunod ng petsa ng hinihinalang paglitaw ng diskriminasyon.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION

Materials can be provided in alternate formats by contacting PRTPO's Title VI Coordinator at 360.824.4919 or by email at EdwardC@kitsaptransit.com.

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Title VI Policy Statement 1

Authorities 1

Organization, Staffing, and Title VI Responsibilities 2

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Staffing 3

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APPENDIX

A. USDOT 1050.2A, Standard Assurances with Appendices
B. PRTPO Complaint Form
C. LEP Plan

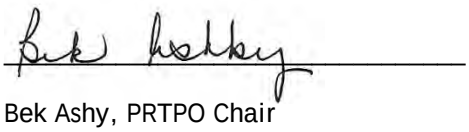
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TITLE VI POLICY STATEMENT AND AUTHORITIES

TITLE VI POLICY STATEMENT

Peninsula Regional Transportation Planning Organization (PRTPO) assures that no person shall on the grounds of race, color, national origin, or sex 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 PRTPO-sponsored program or activity, whether those programs are federally funded or not. In the event PRTPO distributes federal funds to another entity, it will include Title VI language in all written agreements and will monitor for compliance.

PRTPO's Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports, and other PRTPO responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.



Bek Ashy, PRTPO Chair

August 20, 2021

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 sex 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.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs and activities" to include all programs or activities of federal aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (*Public Law 100-249 [S. 557]* March 22, 1988).

Additional Citations include:

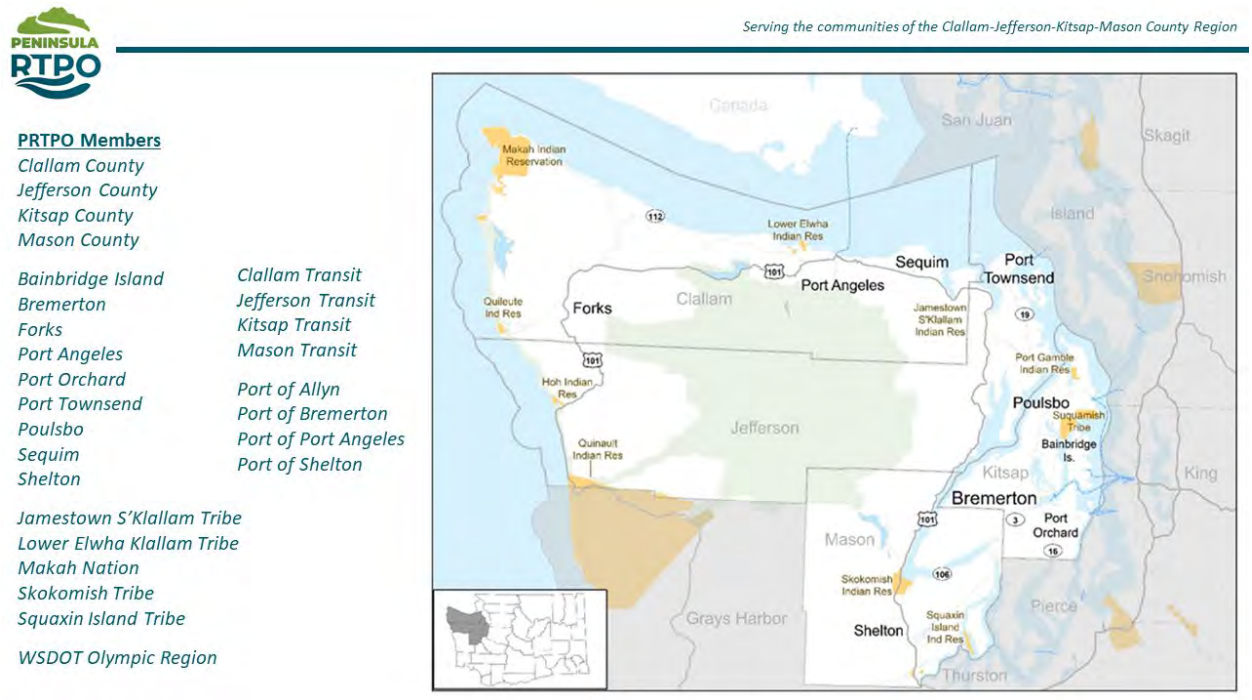
Title VI of the Civil Rights Act of 1964; 42 USC 20000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3.

ORGANIZATION, STAFFING, AND TITLE VI RESPONSIBILITIES

ORGANIZATIONAL OVERVIEW

PRTPO is a non-metropolitan Regional Transportation Planning Organization established pursuant to Chapter 47.80 of the Revised Code of Washington (RCW). It is a special-purpose planning organization providing coordinated regional transportation planning for the four county Clallam-Jefferson-Kitsap-Mason County region. *(Figure 1)* PRTPO was established in 1991 and administered by the Olympic Region of the Washington State Department of Transportation (WSDOT) until July 1, 2019, at which time it was restructured as an independent, stand-alone organization.

Figure 1: Map of Peninsula Region and 2021 PRTPO Members



Membership in the PRTPO is voluntary and governed by terms of its adopted Bylaws and Interlocal Agreements. In 2021, PRTPO has 27 members. Members include local government cities, counties, port districts, and transit agencies, Native American tribes, and WSDOT Olympic Region.

PRTPO receives $137,160 a year in state funds from WSDOT's Office of Multimodal Planning to support a continuous, cooperative, and comprehensive regional transportation planning program across the four-county region, as well as periodic supplemental funds for other planning needs directed by and under contract to WSDOT. Statutory planning requirements are defined in RCW 47.80 and Chapter 468.86 of the Washington Administrative Code. PRTPO's work program and budget are spelled out in an adopted Unified Planning Work Program reviewed and approved by WSDOT, and the basis for RTPO Agreements between PRTPO and WSDOT.

PRTPO is a state-designated regional planning organization for a non-metropolitan region. It provides no mobility services or support, nor does it acquire or hold real property or construct projects. While it prioritizes projects submitted by others to receive funding through various WSDOT funding programs, PRTPO has no funds to award to transportation projects. PRTPO has minimal statutory authority.

A copy of the organization's Bylaws, signed Interlocal Agreements, current representatives, and adopted work program and budget can be found in the **PRTPO Resource Manual** published on PRTPO's website at PRTPO.org.

ORGANIZATIONAL STRUCTURE

The Executive Board is PRTPO's decision-making body and is comprised of elected officials and senior staff appointed by member organizations. The Executive Board is advised on a wide range of topics by a Technical Advisory Committee (TAC). The TAC is comprised of staff and some elected officials appointed by member organizations. If needed, PRTPO may convene an advisory Transportation Policy Board that includes representatives from other organizations besides PRTPO members; no such Policy Board body currently exists. An Executive Committee made up of the Chair, Vice-Chair, and Secretary of the Board provides direction and coordination in collaboration with the Lead Planning Agency and Lead Fiscal Agency between the Board's bi-monthly meetings.

PRTPO has no other standing advisory boards or committees.

STAFFING

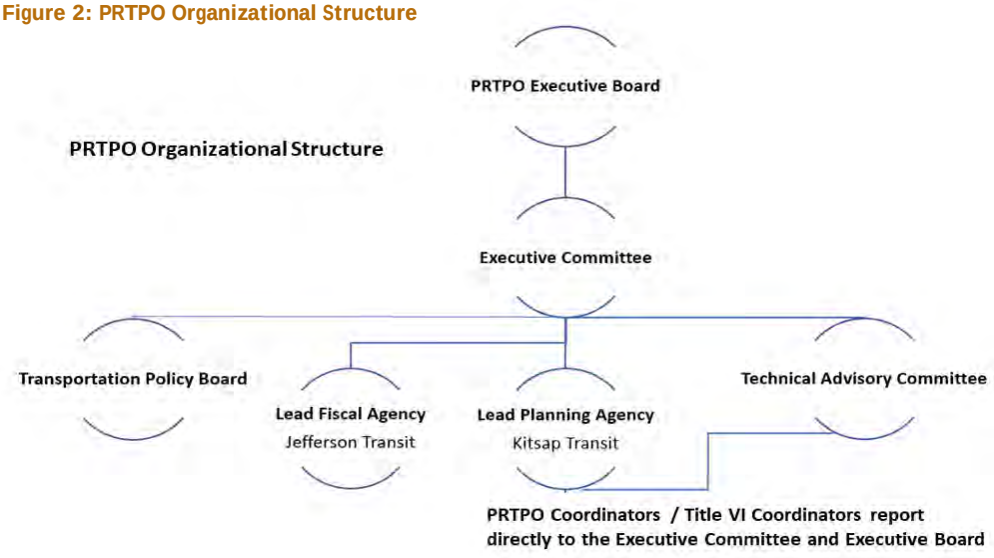
Kitsap Transit is contracted by PRTPO to serve as the designated Lead Planning Agency and is responsible for delivering the regional work program as directed by the Executive Board and established in the adopted UPWP. Kitsap Transit assigns two staff part-time as PRTPO Coordinators to deliver the work program for the Executive Board in coordination with the Executive Committee. PRTPO Coordinator staffing between the two positions totals about 0.4 FTE (Full-Time Equivalent). Both staff received Title VI training from WSDOT's Title VI Training Coordinator in December 2019 and carry out PRTPO's Title VI coordination and compliance activities.

Jefferson Transit is contracted by PRTPO to serve as the Lead Fiscal Agency and is responsible for accounting and invoicing functions for the organization. Jefferson Transit assigns one staff part-time to provide accounting functions, totaling less than 0.1 FTE.

PRTPO maintains an on-call contract with Kitsap County for legal support services.

Figure 2 depicts PRTPO's organizational structure. It shows the direct line of reporting from the PRTPO Coordinators to the Executive Committee and Executive Board.

Figure 2: PRTPO Organizational Structure



TITLE VI RESPONSIBILITIES

The PRTPO Executive Board is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all PRTPO staff, contractors, and agents pursuant to 49 CFR Part 21.

PRTPO tasked its PRTPO Coordinators to perform the duties of the Title VI Coordinator and ensure implementation of its Title VI program.

Title VI Coordinator responsibilities include:

- Submitting a Title VI plan and annual reports on PRTPO's behalf
- Developing procedures for the prompt processing and disposition of complaints
- Receiving, reviewing, and routing complaints, compiling a complaint log, and reporting to WSDOT
- Developing procedures for the collection and analysis of statistical data
- Developing a program to conduct Title VI reviews of program areas
- Conducting annual Title VI assessments of pertinent program areas
- Developing and posting Title VI information for dissemination
- Providing written and/or verbal information in languages other than English or in alternate formats where appropriate
- Resolving deficiency or remedial actions necessary for Title VI compliance
- Obtaining training as needed to remain current about Title VI requirements

PRTPO's Title VI Coordinators have other responsibilities for the organization and are not solely dedicated to Title VI compliance.

PRIMARY PROGRAM AREA DESCRIPTIONS & TITLE VI REVIEW PROCEDURES

PRTPO is a regional planning organization. Its work and budget is outlined in its adopted Unified Planning Work Program (UPWP) which is reviewed and approved by WSDOT's office of Multimodal Planning. The UPWP is organized around four program areas. The Title VI Coordinator is responsible for initiating, monitoring, and ensuring PRTPO's compliance with Title VI requirements for each of those areas.

PRTPO strives to ensure non-discrimination in all its work program activities and products. This section describes those four program areas, the primary Title VI responsibilities associated with each, and procedures for how each area will be monitored and reviewed for Title VI compliance.

PROGRAM AREA	General Description	Title VI Responsibilities	Title VI Review Process
Work Program Administration	This program area provides for PRTPO's organizational support: meetings of the Executive Board, TAC, and Executive Committee; work program development and management; budget, accounting, and audit functions; website development and maintenance; general public communications; Title VI compliance; fixed expenses like insurance and fees	This program area is responsible for Title VI compliance for the whole work program including disseminating Title VI information to the public, monitoring and responding to complaints, obtaining needed remedial training, analyzing data and submitting annual reports, and maintaining and updating PRTPO's Title VI Plan. Self-reporting forms will be used to collect Title VI reporting data from participants in PRTPO activities for use in reviewing other work program activities.	PRTPO will monitor Title VI complaints received, the nature of complaints and their findings as a means of assessing its efforts. Based on the findings of any complaints received, PRTPO will determine if remedial training is needed and if so, ensure such training is obtained. PRTPO will notify the WSDOT OEO of any remedial actions taken.
Transportation Planning	This program area accounts for most of the regional planning and required RTPO activities: maintain a long-range regional transportation plan; develop a Human Services Transportation Plan; conduct tribal consultation; maintain regional coordination with other agencies and organizations; provide legislative information; prioritize Transportation Alternatives and Consolidated Grants projects for funding by WSDOT	Title VI responsibilities will vary by task. Some planning efforts will have their own public participation plans that identify targeted interests. Demographic and four-factor analysis will be used to identify appropriate resources and engagement techniques. In addition to maintaining an active relationship with its five tribal members, PRTPO is responsible for regular consultation with all ten tribes in the region.	Title VI Coordinator will collect data and evaluate demographic and socio-economic characteristics using four-factor analysis to ensure work program and public engagement strategies address LEP, minority, and low-income population needs when conducting updates of the Human Services Transportation Plan or Regional Transportation Plan, or any potential spin-off process resulting from core regional planning activities. Self-reported Title VI data from participants in PRTPO processes will be used to evaluate the efficacy of outreach strategies.

PROGRAM AREA	General Description	Title VI Responsibilities	Title VI Review Process
Regional TIP	This program area is responsible for compiling the six-year transportation improvement programs (TIPs) provided by member agencies into a composite regional TIP and updating that document throughout the year as members add new projects. PRTPO is working to develop an interactive mapping tool to make local and state project information visual and more accessible to the widest group of people.	This is a reporting document that aggregates information developed by local, state, and tribal agencies into a single source. PRTPO is not responsible for decisions as to project selection and funding. As such, PRTPO's RTIP does not have a direct Title VI nexus.	Not applicable.
Other PRTPO Activities	This program area includes other activities identified by the Executive Board as budget and resources allow. No work is currently budgeted in the SFY 2022-2023 UPWP. PRTPO's Executive Board manages the work program and would identify any potential additional work activity as a part of its regular meetings.	Ensuring timely access to information on PRTPO meetings and agendas ensures no one is excluded from commenting on proposed new work activities.	Monitor Title VI complaints received, nature of the nature of the complaints, and findings. Determine if remedial training is needed and ensure such training is obtained.

REVIEW PROCEDURES FOR SUB-RECIPIENTS AND CONTRACTORS

PRTPO has no federal funds to award and so has no federal funding sub-recipients or contractors to monitor. If it does obtain such funds in the future, PRTPO will work with the WSDOT Office of Equal Opportunity to develop a review process.

DATA COLLECTION/REPORTING/ANALYSIS

Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis (Title VI Purpose for Collecting the Data)
Work Program Administration	Data: Title VI Complaints and Findings pertaining to compliance violations Source: Submitted by complainants alleging PRTPO Title VI violation	Ensure that PRTPO processes do not discriminate against, exclude, marginalize, or otherwise create barriers to participation in the regional planning work program due to race, color, national origin, disability, gender, age, or income.
Transportation Planning	Data: Demographic and socio-economic data from the Census, other sources, for comparative and contextual evaluation, four-factor analysis. Source: US Census Bureau, OFM, school districts, self-reported by people participating in PRTPO activities, service providers, etc.	Ensure that the distribution of benefits and/or burdens of PRTPO's planning processes and plans are fair. Ensure work funded by PRTPO's planning budget does not encourage, subsidize, or result in discrimination. Ensure PRTPO's processes provide LEP, minority, and/or low-income individuals with meaningful access to PRTPO's regional transportation planning program and input into its plans. Ensure that PRTPO's targeted engagement efforts are tailored appropriately for the demographics of the affected community and minimize barriers to participation for protected classes and low-income households. Ensure that, to the extent practicable and appropriate, PRTPO strives for participation that reflects the composition of the population affected by the regional plan, planning area, and/or planning topic under consideration.
Regional TIP	Not applicable	N/A
Other PRTPO Activities	Data: Title VI Complaints and Findings pertaining to compliance violations Source: Submitted by complainants alleging PRTPO Title VI violation	Ensure that core PRTPO processes do not discriminate against, exclude, marginalize, or otherwise create barriers to participation in the regional planning work program due to race, color, national origin, disability, gender, age, or income.

TITLE VI TRAINING

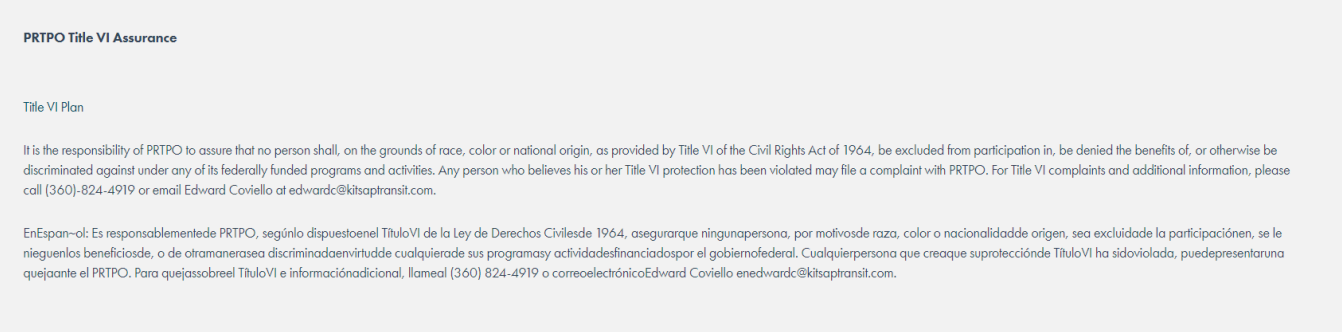
PRTPO Coordinators maintain program administration documentation and data necessary for preparation of annual Title VI reports. In keeping with PRTPO's policy of nondiscrimination, PRTPO Coordinators participate in applicable educational and training opportunities as needed.

PRTPO has no other staff or any subrecipients to offer additional Title VI training. If that changes then WSDOT's Office of Equal Opportunity may be asked to provide applicable training.

TITLE VI COMPLAINT PROCEDURES

Federal law prohibits discrimination on the basis of race, color, or national origin in any PRTPO program, service, or activity. This prohibition applies to all work of PRTPO, its contractors, consultants, and anyone else who acts on behalf of PRTPO.

PRTPO posts its Title VI Assurance and complaint information on the **About Us** page of the organization's website. It is provided in both English and Spanish. It includes a link to the Title VI plan as well as to the PRTPO Title VI Coordinator for questions or to register a complaint.



PRTPO Title VI Assurance

Title VI Plan

It is the responsibility of PRTPO to assure that no person shall, on the grounds of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities. Any person who believes his or her Title VI protection has been violated may file a complaint with PRTPO. For Title VI complaints and additional information, please call (360)-824-4919 or email Edward Coviello at edwardc@kitsaptransit.com.

EnEspan–ol: Es responsablementede PRTPO, segúnlo dispuestoenel TítuloVI de la Ley de Derechos Civilesde 1964, asegurarque ningunapersona, por motivosde raza, color o nacionalidadde origen, sea excluidade la participaciónen, se le nieguenlos beneficiosde, o de otramanerasea discriminadaenvirtudde cualquierade sus programasy actividadesfinanciadospor el gobiernofederal. Cualquierpersona que creaque suprotecciónde TítuloVI ha sidoviolada, puedepresentaruna quejaante el PRTPO. Para quejassobreel TítuloVI e informaciónadicional, llameal (360) 824-4919 o correoelectrónicoEdward Coviello enedwardc@kitsaptransit.com.

PRTPO's complaint procedure is outlined below. 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. These procedures are part of an administrative process that does not provide for remedies that include punitive damages or compensatory remuneration for the complaint.

RIGHT TO FILE A COMPLAINT

Anyone who believes they have been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any PRTPO program, service, or activity because of their race, color, or national origin may file a complaint with PRTPO. A complaint must be filed no later than 180 days after the date of the alleged discrimination.

COMPLAINT SUBMITTAL

A copy of PRTPO's complaint form is in Appendix B. Complaints should be in writing, signed, and submitted by mail, in person, or via e-mail. Complaints must meet the following requirements:

a. Complaint shall be in writing and signed by the complainant(s).

b. Complaint shall include the date of the alleged act of discrimination or the date on which the conduct was discontinued or the latest instance of the conduct.

c. Complaint shall present a detailed description of the issues, including names of those individuals perceived as parties in the alleged violation.

Allegations received by email will be acknowledged and processed once the identity of the complainant and the intent to proceed with the complaint have been established. For this, the complainant is required to mail or deliver a signed, original copy of the email transmittal for PRTPO to be able to process it. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing.

Complaints should be submitted to:

PRTPO Title VI Coordinator

c/o Kitsap Transit

60 Washington Avenue, Ste 200

Bremerton, WA 98337

Via email: EdwardC@kitsaptransit.com

Reasonable efforts will be made to assist persons with disabilities, non-English speakers, and others unable to file a written complaint. For assistance with submitting a claim, please call 360.824.4919 and ask for the PRTPO Title VI Coordinator.

COMPLAINT TRACKING

Once a complaint is received, it will be reviewed to determine jurisdiction, acceptability, need for additional information, and the investigative merit of the complaint. All complaints are assigned a tracking number and tracked via a Complaint Log. The Complaint log contains the following information for each complaint filed:

- The name and address of the person filing the complaint.
- The date of the complaint.
- The basis of the complaint.
- The disposition of the complaint.
- The status of the complaint.

If a complaint is forwarded to another agency, complainants will be provided the name and contact information of the employee handling the complaint.

The Complaint Log and documentation are destroyed four years after the end of the fiscal year in which the case is closed.

COMPLAINT INVESTIGATION

The investigation will include as appropriate, a review of the pertinent practices and policies of PRTPO, the circumstances under which the possible noncompliance occurred, and other factors relevant to a determination as to whether PRTPO has failed to comply with Title VI.

PRTPO will not investigate a complaint against itself but will request the WSDOT Office of Equal Opportunity to conduct investigations. WSDOT will follow adopted procedures for investigating discrimination complaints according to the current State Title VI Plan. PRTPO will take prompt action whenever a compliance review, report, complaint, or any other information indicates a failure on PRTPO's part to comply with Title VI.

LETTERS OF FINDING AND RESOLUTION

Within sixty (60) days of receipt of the complaint, PRTPO's Title VI Coordinator or WSDOT investigator(s) will make a recommendation to the Executive Board regarding the merit of the complaint and whether remedial actions are needed to provide redress. The PRTPO Chair will transmit to the complainant one of the following two letters based on its findings:

a. A letter of finding indicating that a violation of federal Title VI regulations was not found. This letter will include any explanation of why a violation was not found and provide notice of the complainant's appeal rights. If applicable, the letter can include a list of procedural violations or concerns that certain practices are questionable and that without corrective steps, a future violation finding may be possible.

b. A letter of finding indicating that a violation of federal Title VI regulations was found. This letter will include a summary of the allegations and interviews of each violation referenced, a brief description of proposed remedies (including any disciplinary action, additional staff training, or other remedy/action), a notice of an anticipated completion date for the proposed remedies and notification of the complainant's appeal rights.

PRTPO will submit a copy of the complaint, resulting investigative report, letter of finding, and if appropriate any remedial actions to WSDOT's External Civil Rights Branch or other appropriate oversight agency within sixty (60) days of the Executive Board receiving the investigator's report.

APPEALS PROCESS

The letters of finding and resolution will offer the complainant a chance to provide additional information that would lead PRTPO or WSDOT investigators to reconsider the conclusions. Parties in the complaint should provide this additional information in writing to the PRTPO Executive Board within 60 days of the letter of finding being submitted. The request for reconsideration should be sufficiently detailed to contain any items the complainant feels were not fully understood or reviewed during the investigation. After reviewing this information with WSDOT investigators, PRTPO will respond either by issuing a revised letter of resolution or finding to the appealing party, or by informing the appealing party that the original letter of resolution or finding remains in force.

Complainants have the right to file a complaint directly with FHWA:

Federal Highway Administration
U.S. Department of Transportation Office of Civil Rights
1200 New Jersey Avenue, SE
8th Floor E81-105
Washington, DC 20590

CivilRights.FHWA@dot.gov

There is no prohibition against a complainant filing a Title VI complaint simultaneously with PRTPO, WSDOT, and FHWA.

PRTPO reserves the right to assign any Title VI complaint to Kitsap County's legal counsel for dissolution of any or all parts of this process. If so, Kitsap County's legal counsel will contact the complainant.

PUBLIC PARTICIPATION

PRTPO adopted Public Participation Protocols in June 2021 that describe public engagement procedures for each element of PRTPO's on-going work program and activities. This includes how PRTPO makes the month-to-month activities of the organization, such as Executive Board meetings and decision-making processes as well as more general information about the region's transportation system, open and accessible to the public. It is a guide to help people understand how they can participate in the on-going regional planning process.

Those adopted Protocols specify that when PRTPO engages in more direct community planning activities, engagement is tailored to that specific planning process and where appropriate, targeted communities of interest are identified. The two core community planning processes that PRTPO undertakes every few years are periodic major updates to the long-range Regional Transportation Plan (RTP) and the shorter-term Human Services Transportation Plan.

Process-specific public participation plans strive to provide affected communities with information that is readily understood and with convenient, accessible opportunities for engagement. Timing is important to ensure that public input can shape decisions and outcomes.

What that participation strategy looks like will differ depending on the specific planning process and its significance for affected communities, but in general when conducting community planning processes PRTPO will rely on these key techniques for ensuring representative participation.

- Use Census data to identify key stakeholder constituencies that may be under-represented in traditional planning outreach processes. This is also a useful indicator later in the process to understand how representative of the regional community or target interests is the input received and any likely consequences or follow-up strategies that may be warranted.

- Tap into the appropriate network of familiar and trusted providers and leaders that work with under-represented groups targeted for more focused engagement to identify the best ways of engaging with these communities. These are also critical allies to better understand how regional transportation policies or strategies in question might impact or benefit these communities or their mobility, often providing insights that individuals within a particular community would not have.

- Develop processes and materials appropriate for the targeted group(s) with opportunities for meaningful participation that minimize barriers associated with time or distance. In addition to considering geographic and transit access, this may mean scheduling meetings at non-traditional times to accommodate alternate work schedules, providing childcare at public meetings, or deploying effective surveys, polls, or online engagement activities that alleviate the need to travel.

- Encourage local leaders or service providers familiar to these population groups to be community liaisons for PRTPO, relying where possible on established information channels, networks, and groups to disseminate information and encourage participation. Where possible, try to establish and maintain long-term relationships with community leaders working with vulnerable populations with few transportation options.

PRTPO will make available Title VI information cards to participants in its community engagement activities that allow participants to self-report key demographic characteristics for use in Title VI reporting.

All of PRTPO's public participation activities are by necessity constrained by budget and staff resources and will be authorized by the Executive Board.

LIMITED ENGLISH PROFICIENCY

LEP individuals do not speak English as their primary language and have no ability or are limited in their ability to read, write, speak or understand English.

The U.S Department of Justice offers guidance on providing meaningful access to LEP individuals. The guidance suggests a "four-factor analysis" process to determine the number and proportion of individuals with LEP in the region and ways to cost effectively provide information services to these individuals. The guidance offers a threshold of five (5) percent of the affected population or 1,000 people in an affected area.

The four-factor analysis process includes:

- Determining the number and proportion of individuals with LEP within the affected population likely to be affected by a PRTPO work program activity or decision.
- Assessing the frequency with which individuals with LEP will come into contact with the program or activity.
- Evaluating the significance or consequential risk of the program to the lives of the individuals with LEP.
- Identifying appropriate resources to provide translation services relative to the magnitude of impacts or risks to be mitigated.

The PRTPO Title VI Coordinator is responsible for assessing LEP needs and recommending a public participation strategy to the Executive Board that meets the information needs of the affected LEP population. Where appropriate, Language Access Provisions will be identified. There are two languages with more than 1,000 individuals in the Region who do not speak English very well – Spanish and Tagalog.

When leading a planning effort in a community or part of the region with a large concentration of LEP individuals, PRTPO will translate vital meeting materials and planning documents as appropriate, including oral, written, and/or telephone-based translation services. Whether documents are considered vital will depend on the program or information involved and the consequences to the LEP person or community in question if the information is not provided in an accessible or timely manner.

Appendix C includes PRTPO's LEP Plan.

APPENDIX A: USDOT 1050.2A, Standard Assurances with Appendices

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The **Peninsula Regional Transportation Planning Organization** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Washington State Department of Transportation, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, 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 DOT, including the Washington State Department of Transportation.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all the Federal-Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   > "Peninsula Regionnal Transportation Planning Organization, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Peninsula Regional Transportation Planning Organization also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing Washington State Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Washington State Department of Transportation. You must keep records, reports, and submit the material for review upon request to the Washington State Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Peninsula Regional Transportation Planning Organization gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal-Aid Highway Program. This ASSURANCE is binding on Washington State, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Peninsula Regional Transportation Planning Organization

_____

(***Name of Recipient***)

by _____

(***Signature of Authorized Official***)

DATED October 14, 2020

APPENDIX A

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The

contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Peninsula Regional Transportation Planning Organization will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Washington State Department of Transportation of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Peninsula Regional Transportation Planning Organization and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Peninsula Regional Transportation Planning Organization, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Peninsula Regional Transportation Planning Organization will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Peninsula Regional Transportation Planning Organization, pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Peninsula Regional Transportation Planning Organization will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Peninsula Regional Transportation Planning Organization and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Peninsula Regional Transportation Planning Organization pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Peninsula Regional Transportation Planning Organization will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Peninsula Regional Transportation Planning Organization will there upon revert to and vest in and become the absolute property of Peninsula Regional Transportation Planning Organization and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

APPENDIX B: PRTPO Complaint Form

PRTPO TITLE VI COMPLAINT FORM

It is the policy of Peninsula Regional Transportation Planning Organization (PRTPO) to assure that no person shall, on the grounds of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its programs or activities. Any person who believes his or her Title VI protections have been violated may file a complaint with PRTPO.

Please deliver this completed form to:

PRTPO Title VI Coordinator
c/o Kitsap Transit
60 Washington Avenue, Ste 200
Bremerton, WA 98337

Or via email to: EdwardC@kitsaptransit.com

Call 360.824.4919 and ask for the PRTPO Title VI Coordinator if you need help with this form.

SECTION 1

Name:

Address:

Phone: Email:

SECTION 2

Are you filing this complaint on your own behalf? ☐ Yes ☐ No

If you answered yes, please go to Section 3. If you answered no, please respond to the following.

Provide the name and relationship of the person for whom you are filing this complaint.

Name: _____

Relationship: _____

Explain why you are filing for this aggrieved third party:

Have you obtained permission from this aggrieved third party to file this complaint on their behalf?

☐ **Yes,** I have obtained permission to file ☐ **No,** I have not obtained permission to file

SECTION 3

I believe the discrimination experienced was based on *(select all that apply):*

☐ Race ☐ Color ☐ National Origin

Date of Alleged Discrimination *(month, day, year)*:

Describe the alleged discrimination. Explain what happened and who you believe was responsible. Indicate if you believe other persons were treated differently than you. Please provide names and contact information of the people involved, if known, including those who discriminated against you and any witnesses. Please use the back of this form if additional space is needed and attach any supporting documentation.	

SECTION 4

Have you filed this complaint with any other federal or state agency or court?

☐ Yes ☐ No

If yes, check each box that applies

☐ Federal agency ☐ Federal Court ☐ State Agency ☐ State Court

Provide contact person and tracking number, if known, where the complaint was filed.

Contact Name:

Contact Phone: Contact Email:

Tracking Number:

Please sign below.

_____ _____

Complainant's Signature Date

(PRTPO Use)

Date Received: _____ Tracking Number: _____

APPENDIX C: LEP PLAN

LEP PLAN: ASSESSMENT OF LIMITED ENGLISH PROFICIENCY IN THE PENINSULA REGION

INTRODUCTION

Peninsula Regional Transportation Planning Organization (PRTPO) follows guidance from the U.S. Department of Transportation and U.S. Department of Justice to ensure meaningful access to its programs and activities by individuals with Limited English Proficiency (LEP). LEP individuals are people five years of age and older who speak a language other than English at home and who speak English less than "very well." This data is collected by the Census Bureau as a part of the American Community Survey (ACS).

What does it mean to speak English less than "very well?"

When respondents indicate they speak a language other than English at home they are asked how well they speak English. Those who respond "very well" are not considered to be LEP. Those who respond "Well," "Not Well," or "Not at All," are considered to have difficulty with English and are counted as LEP individuals.

LEP is not the same as speaking a language other than English at home. Thousands of people in the Peninsula Region speak other languages at home. The top five languages spoken at home in the Peninsula Region after English are, in order, Spanish, Tagalog, German, French, and Japanese.

This LEP Plan is concerned about those individuals who speak a language other than English AND speak English less than very well. The objective is to ensure PRTPO does not use language barrier in a discriminatory manner that violates the Title VI rights of LEP individuals, intentionally or unintentionally. Per federal guidelines, significant concentrations of LEP residents meriting closer attention are defined as five percent of the regional population or 1,000 individuals, whichever is smaller.

REGIONAL ASSESSMENT OF LIMITED ENGLISH PROFICIENCY

The Peninsula Region is a four-county region including all of Clallam, Jefferson, Kitsap, and Mason Counties. Data used for this assessment is Census data from the American Community Survey (ACS) 2015 data set, the most current time period with substate-level data. As per federal guidance, the assessment used Table B16001, and data was extracted for the four counties making up the region.

Based on the ACS data set, 93% of the region speaks English at home. Thirty-seven different languages and groups of languages are spoken at home by the other 7% of residents but most of them speak English "very well." Only 2% of the region's residents speak a language other than English at home AND don't speak English well.

No one LEP language accounts for five percent or more of the population in the Peninsula Region. However, two languages are spoken by more than 1,000 individuals who also speak English less than "very well" – Spanish and Tagalog. Those are the two language groups that PRTPO identified for four-factor analysis. Four-factor analysis is recommended for assessing the significance of language barriers to the affected populations and determining what reasonable steps PRTPO should take to ensure meaningful access to its regional planning activities by those who speak English less than "very well."

The four factors include:

1. **The number or proportion of LEP individuals likely to be affected by a PRTPO regional work program activity or decision.**

- *4,785 people are Spanish-speaking LEP individuals (1.2% total Peninsula Region population)*

- *1,514 people are Tagalog-speaking LEP individuals (0.4% total Peninsula Region population)*

2. **The frequency with which LEP individuals who speak Spanish or Tagalog are likely to come into contact with any PRTPO work program activity.**

   The likelihood of direct contact between LEP individuals in these groups and PRTPO regional planning activities is minimal due to the nature of PRTPO's responsibilities and budget.

   Every four years an update of the Human Services Transportation Plan strives to engage service providers who work with vulnerable communities, including those supporting LEP individuals. It includes some engagement with individuals, but extensive individual engagement is not practical due to the nature of the plan, its purpose, and its budget.

   Similarly, PRTPO conducts updates of its 20-year Regional Transportation Plan, a policy and long-range planning guidance document. As a part of this process PRTPO typically hosts public meetings around the region to review and comment on the draft plan but individuals are not typically involved in developing the plan, whether they are LEP individuals or not.

3. **The nature of PRTPO work program activities and the likely direct consequential risk or benefits they might have on the lives of LEP individuals.**

   There is insignificant consequential risk or disparate opportunities for these LEP individuals associated with the activities that PRTPO undertakes as a part of its on-going work program and community planning activities.

4. **Resources available to ameliorate impacts and the cost to PRTPO of deploying those resources relative to the magnitude of impacts to be mitigated or avoided.**

   PRTPO will translate vital meeting materials and planning documents as appropriate, including oral, written, and/or telephone-based translation services when requested. Whether documents are considered vital will depend on the program or information involved and the consequences to the LEP person or community in question if the information is not provided in an accessible or timely manner. PRTPO will make every effort to ensure equitable access to information that allows LEP individuals to participate in the regional planning process and provide input to PRTPO decisions.

   When PRTPO conducts more extensive community-based planning activities, its Public Participation Protocols call for development of specific engagement plans for each process. LEP data suggests that any such plans include Language Access Provisions for Spanish-speaking LEP populations in the vicinity of Forks and Shelton, and for the Tagalog-speaking LEP population in Bremerton.

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Title VI Annual Report and Approval Letter

TITLE VI ACCOMPLISHMENTS & GOALS REPORT

This outline is for LPA and other governmental entities to report Title VI activities that occurred over the past year and report Title VI goals for the upcoming year. Reports must be returned on or before due date to meet eligibility requirements for federal funding. Send to TitleVI@WSDOT.wa.gov

Local Public Agency (LPA) – For clarity, all references to Local Public Agency (LPA) in this report have been changed to Regional Transportation Planning Organization (RTPO). The RTPO referred to herein is the Peninsula Regional Transportation Planning Organization (PRTPO or Peninsula RTPO).

Contact Information

Name and title of administrator (signature on Standard Assurances): Bek Ashby, PRTPO Chair

Mailing Address: PRTPO c/o Kitsap Transit, 60 Washington Avenue, Ste 200

City: Bremerton WA Zip Code: 98337 County: Kitsap

Phone #: 360.731.0778 email address: bashby@cityofportorchard.us

Name and title of head of ~~transportation-related services~~ Lead Planning Agency: John Clauson, Executive Director

Mailing Address: Kitsap Transit, 60 Washington Avenue, Ste 200

City: Bremerton WA Zip Code: 98337 County: Kitsap

Phone #: 360.377.2877 email address: johnc@kitsaptransit.com

Name and title of designated Title VI Coordinator*: Edward Coviello, PRTPO Coordinator

Mailing Address: Kitsap Transit, 60 Washington Avenue, Ste 200

City: Bremerton WA Zip Code: 98337 County: Kitsap

Phone #: 360.824.4919 email address: edwardc@kitsaptransit.com

*When the Title VI coordinator changes, notify TitleVI@WSDOT.wa.gov within 30 days.

To comply with Title VI requirements, each annual report submission must include signed Standard Assurances (USDOT1050.2A).

Accomplishments

1. Have there been any changes to the approved Title VI Plan that have not been reported to OEO? If Yes, please submit an update to the Title VI Plan with a new signature.

   There have been no changes since the 2021 Title VI Plan for the Peninsula Region was submitted to WSDOT in August 2021.

2. Organization, Staffing, Structure – Describe the Title VI Program reporting structure including the Title VI Coordinator, Administrative Head, and transportation-related staff. The list should include name, race, color, and national origin of each individual. Include the same details if your RTPO has a volunteer or appointed board related to transportation decision making.

Complaints received by the Title VI Coordinator will be logged and those with investigative merit will be forwarded to the appropriate authority. For complaints lodged against the Peninsula RTPO and its practices and policies, the investigative authority will be the WSDOT Office of Equal Opportunity. For complaints lodged against actions of the PRTPO Coordinators, the investigative authority will be the head of the designated Lead Planning Agency. The following table identifies the individuals and their apparent race, color, and national origin.

Title VI Individuals	Race	Color	National Origin
Title VI Coordinator – Edward Coviello, PRTPO Coordinator	*Caucasian*	*White*	*United States*
Lead Planning Agency – John Clauson, Executive Director	*Caucasian*	*White*	*United States*
WSDOT OEO – Gretchen Gleue, Title VI Local Agency Compliance Lead	*Caucasian*	*White*	*United States*
Transportation-related staff – Thera Black, PRTPO Coordinator	*Caucasian*	*White*	*United States*

PRTPO allows other entities to participate as a Transportation Policy Board member. No outside entities have applied to be a Transportation Policy Board member.

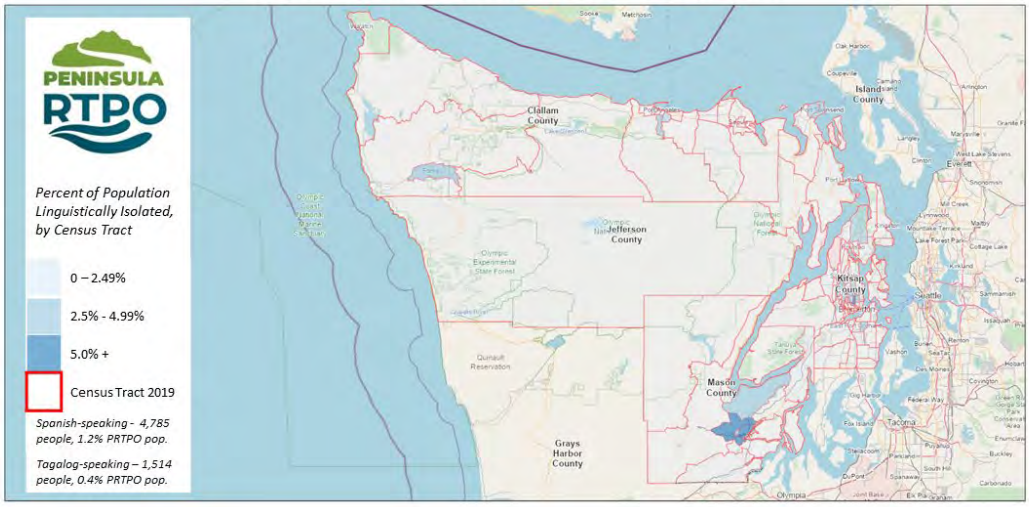
3. Community Demographics – Using a map of the RTPO's boundaries, describe the demographics of the RTPO's service area (e.g., race, color, national origin, low-income). List, by individual languages, the percent of the population(s) that is limited English proficient.

Based on the latest ACS data set, 93% of the four-county region speaks English at home. Thirty-seven different languages and groups of languages are spoken at home by the other 7% of residents but most of them speak English "very well." Only 2% of the region's residents speak a language other than English at home AND don't speak English well.

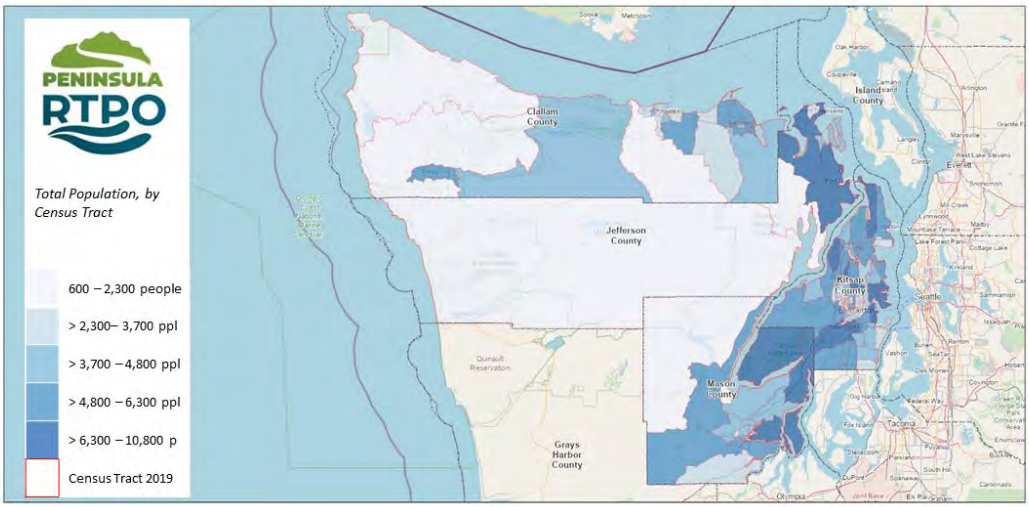
- *4,785 people are Spanish-speaking LEP individuals (1.2% total Peninsula Region population)*
- *1,514 people are Tagalog-speaking LEP individuals (0.4% total Peninsula Region population)*

The following maps illustrate the geographic distribution of linguistically isolated populations and other key demographic characteristics of the Peninsula Region.

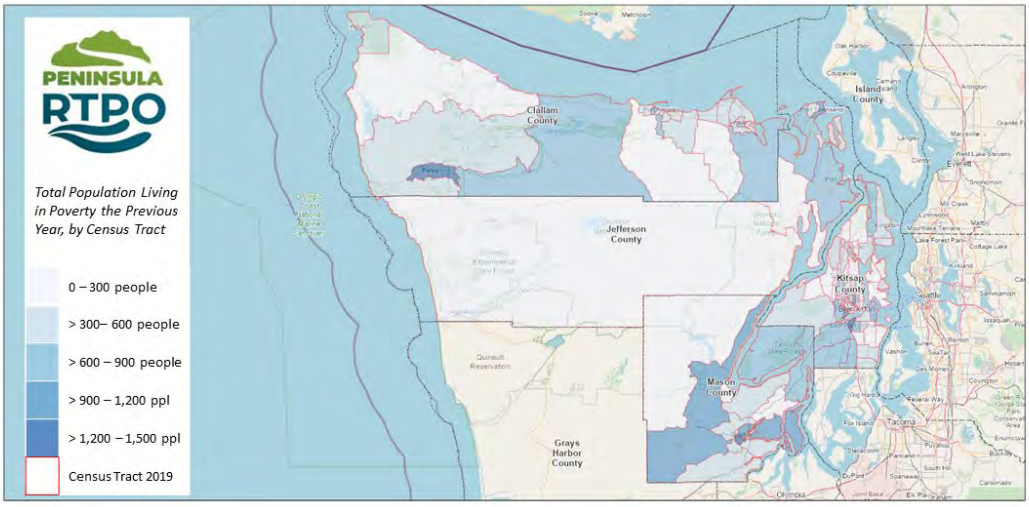
Linguistic Isolation in Peninsula Region – 2015 ACS Data



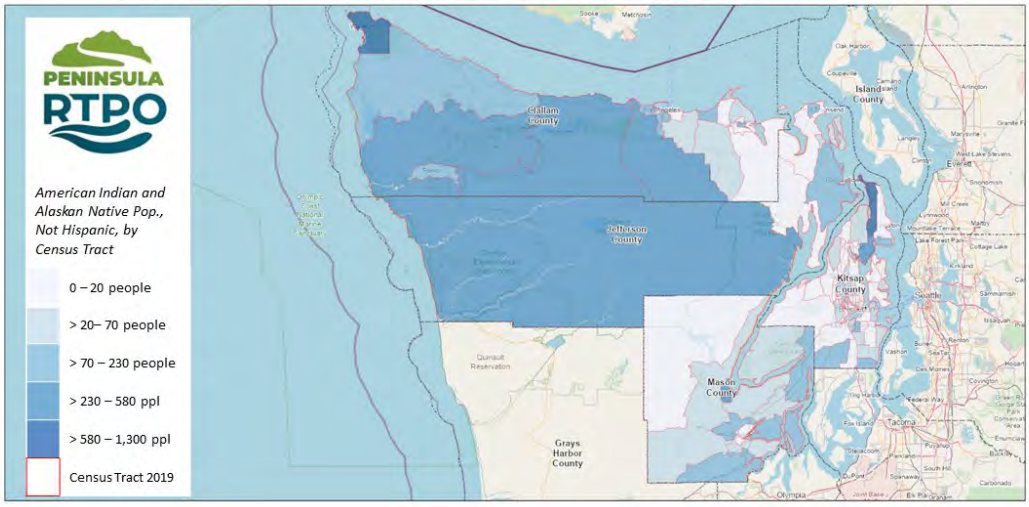
Total Population in Peninsula Region – 2015 ACS Data



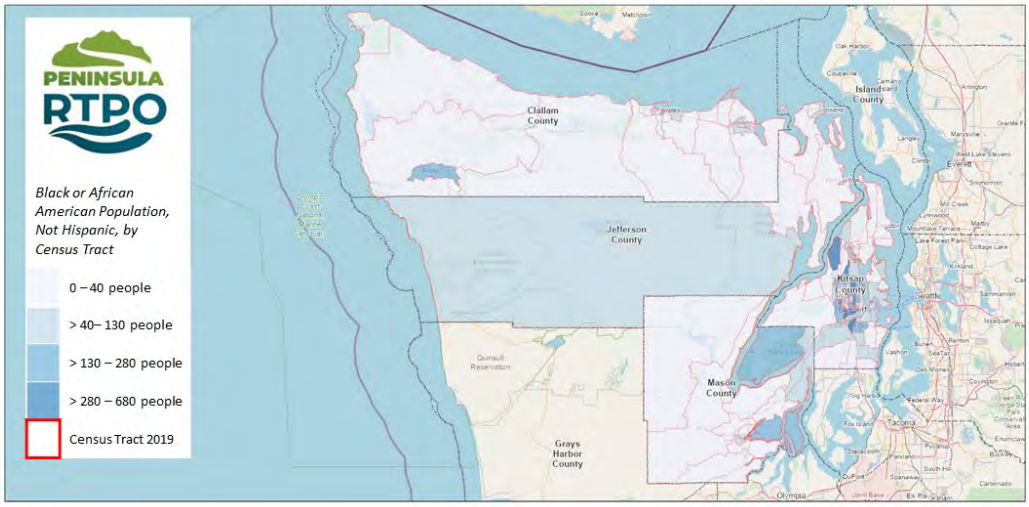
Population in Poverty in Peninsula Region – 2015 ACS Data



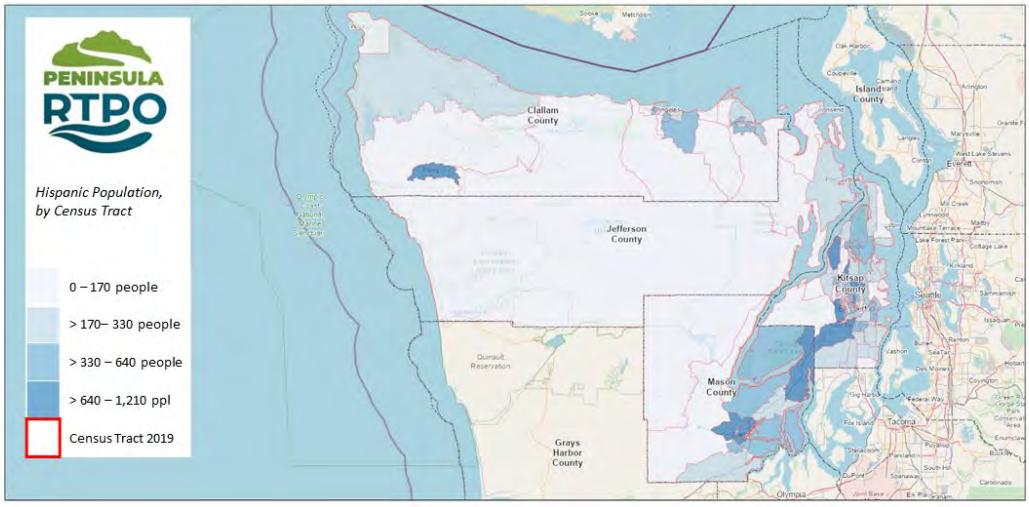
American Indian and Alaskan Native Population in Peninsula Region – 2015 ACS Data



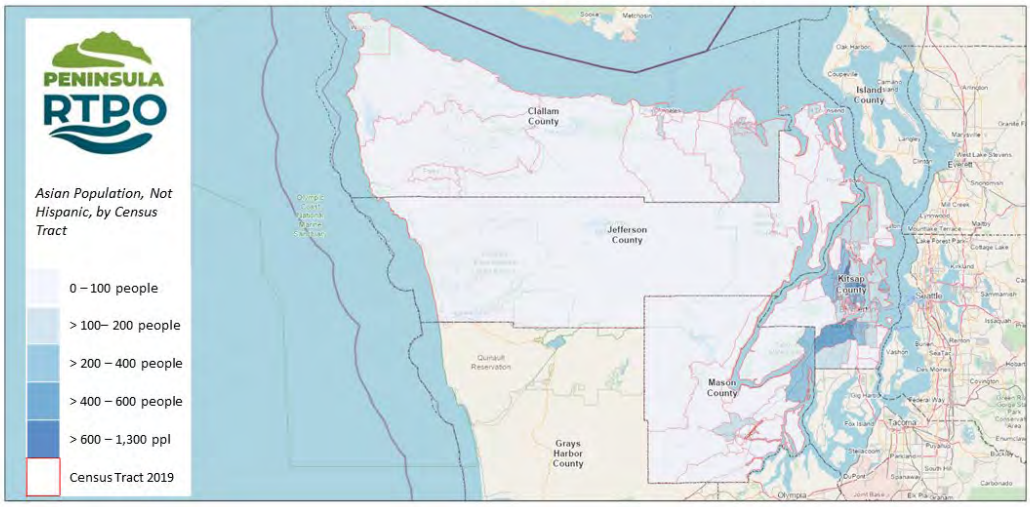
Black or African American Population in Peninsula Region – 2015 ACS Data



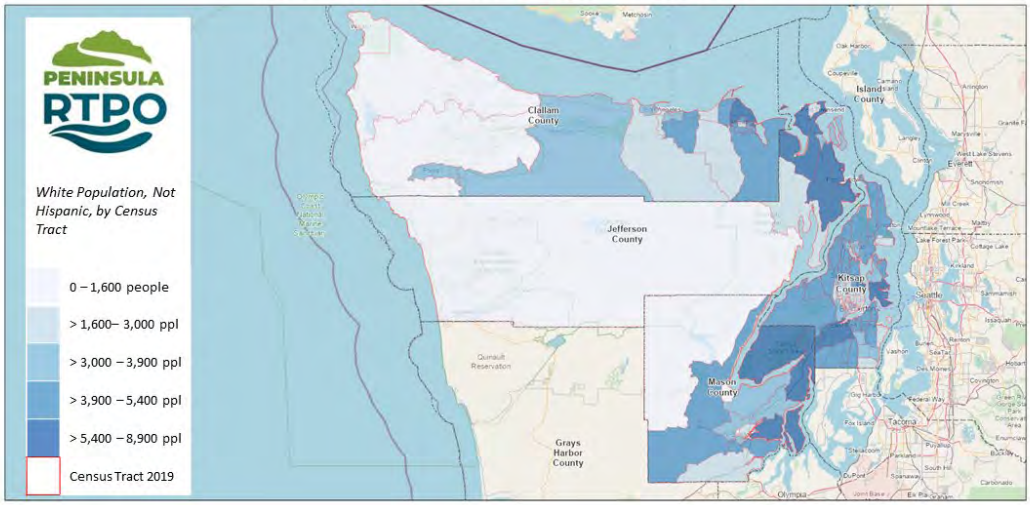
Hispanic Population in Peninsula Region – 2015 ACS Data



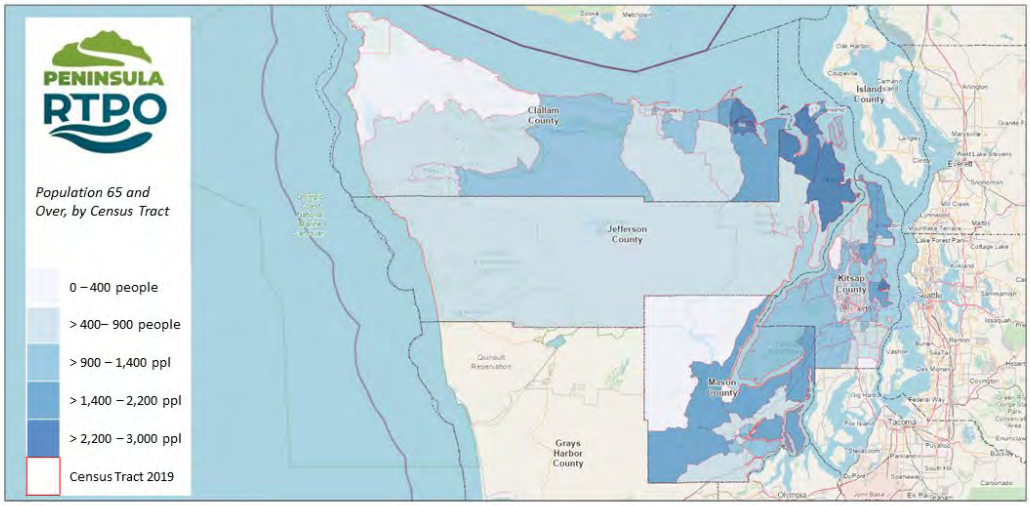
Asian Population in Peninsula Region – 2015 ACS Data



White Population in Peninsula Region – 2015 ACS Data



Population 65 and Over in Peninsula Region – 2015 ACS Data



4. Complaints – Provide a copy of the RTPO's Title VI complaint log, including new Title VI complaints received during this reporting period and any still pending. Include the basis of the complaint (race, color, national origin) and describe the disposition (status/outcome).

   PRTPO has received no Title VI complaints. A copy of the PRTPO Complaint Log is attached.

5. Planning – Describe the transportation planning activities performed this reporting period. Describe the actions taken to promote Title VI compliance regarding transportation planning, including monitoring and review processes, community involvement, their outcome or status. Include examples of community outreach.

   Four-factor analysis of the PRTPO work program did not reveal planning activities warranting targeted Title VI compliance efforts during this reporting period. Transportation planning activities this period tended to involve stakeholders or community members with specialized transportation interests, such as planning activities regarding electric vehicle infrastructure, WSDOT investment strategies, federal infrastructure policy and funding, and administering the RTIP. Note that the rural RTIP is an administrative document, not a funding document. It simply facilitates coordination between local agencies and WSDOT. The rural RTIP is not a requirement for local agency funding and has no bearing on whether a project will or will not receive funds. Despite that limitation, the RTIP was made available for public review and comment during its review period.

   Though targeted outreach was not warranted by four-factor analysis, the planning activity with any relevance to Title VI interests was a review and prioritization of projects submitted to WSDOT by organizations across the region for Consolidated Grants funding. As a part of its selection process, WSDOT requires RTPOs to review the projects submitted from within their regions and make a recommendation to it on priorities. Projects are meant to support the adopted Human Services Transportation Plan. The PRTPO approach included a small review committee convened to provide an independent review and recommendation of projects that WSDOT was considering. The review committee included representatives from all four counties as well as a representative from one of PRTPO's tribal members, a transit provider from outside the region, and a provider of transportation services for low-income rural individuals but who was not competing for funding this year. This group evaluated projects for how well they supported goals and strategies of the adopted Human Services Transportation Plan and then forwarded their recommendation on priorities to the Executive Board. Proposed priorities were posted for public review and comment on the PRTPO website prior to the Executive Board approving the priority recommendations for submittal to WSDOT.

6. Right-of-way actions – Describe activities during this reporting period associated with the purchase, sale, lease/use, or transfer of real property (related to highway transportation/public right-of-way use). Include demographic information of affected populations. For example, the race, color, national origin of affected property/business owners(s)/tenant(s).

   Not applicable. PRTPO is not involved with ROW acquisition.

7. Identify right-of-way appraisers and acquisition staff (used during this reporting period) by race, color, national origin.

Not applicable. PRTPO is not involved with ROW acquisition.

8. Studies and Plans – Were any transportation studies (including environmental reviews) conducted or transportation plans completed during this reporting period? Identify the data source(s) and provide data summary (Title VI/Environmental Justice Analysis) relative to ethnicity, race, languages spoken, neighborhoods, income levels, physical environments, and/or travel habits. Explain how data was used in these studies/reviews/plans.

Not applicable. No studies were conducted and no transportation plans were completed during this period.

9. Project Location and Design – Provide a list of construction projects that began during this reporting period. Using a map of the LPAs service area, identify project locations, and a brief description of the projects' benefits/burdens to affected populations. If possible, provide a map that overlays projects with the racial composition of affected neighborhoods.

Not applicable. PRTPO does not build projects.

10. Other Public Meetings – List other public meetings held during this reporting period. Identify efforts used to encourage citizen participation at those meetings. Detail dates, times, locations, attendance, and provide examples of outreach materials.

PRTPO did not conduct any public meetings in this reporting period.

Identify members of the ~~LPA~~ RTPO's transportation planning and/or advisory groups by race, color, and national origin

PRTPO does not have its own transportation planning or advisory groups.

Specify methods used to collect demographic information from the transportation-related public meetings. (Self-identification surveys, notes by staff, etc.) Include summaries of Public Involvement Forms collected at each meeting, listing the demographics of those who attended by meeting.

PRTPO did not conduct any transportation-related public meetings.

List any language assistance services requested. For which languages? Who provided the service? In addition, list vital documents translated during the reporting period and identify the languages.

PRTPO did not receive any requests for language assistance services.

11. Transportation-related Construction and Consultant Contracts (if applicable) – Briefly describe the process used to advertise and award construction contracts during this reporting period. Include the process for negotiated contracts (e.g., consultants).

Not applicable. PRTPO does not build projects.

12. Describe the actions taken to promote construction contractor/consultant compliance with Title VI by construction contractors/consultants, including monitoring and review processes, and their outcomes/status (e.g. what Title VI language was included in contracts and agreements; were contractors and consultants reviewed to ensure compliance; what Title VI responsibilities are explained to contractors and consultants?)

Not applicable. PRTPO does not build projects.

13. List construction, right-of-way, and consultant contracts with your RTPO/MPO/entity for this report period with dollar value of each. Identify funding sources (federal, state, local, other), and how many were awarded to certified disadvantaged contractors (as a prime contractor/consultant).

Not applicable. PRTPO does not build projects.

14. Education & Training – Describe actions taken to promote Title VI compliance through education and trainings, including monitoring and review processes, and their outcomes/status.

List Title VI training/webinars your Title VI Coordinator attended this reporting period. Include dates and entity that conducted the training.

The Title VI Coordinator did not participate in other Title VI training or webinars this reporting period.

When was Title VI internal training provided to staff? Who conducted the training? What was the subject of the training? Provide the job titles and race/color/national origin of attendees.

PRTPO Coordinators received Title VI training in December 2019 from Gretchen Gleue. The subject was basic Title VI /Level 1 training. Information on race/color/national origin of PRTPO attendees is provided below but not that of attendees from other organizations who also attended.

PRTPO Attendees at Title VI Training	Race	Color	National Origin
Title VI Coordinator – Edward Coviello, PRTPO Coordinator	*Caucasian*	*White*	*United States*
Transportation-related staff – Thera Black, PRTPO Coordinator	*Caucasian*	*White*	*United States*

List other civil rights training conducted locally. Provide dates and a list of participants by job title and Title VI role, if applicable.

PRTPO Coordinators did not participate in any other civil rights training during the reporting period.

Title VI Goals for Upcoming Year

What area(s) of Title VI does your agency plan to focus on in the upcoming year? Describe by particular program area what your agency hopes to accomplish. Include any significant problem areas to focus on and plans to address those.

1. PRTPO will get into sync with the new schedule for Annual Reports and will submit its 2022 report by August 1.
2. PRTPO will update its Human Services Transportation Plan in 2022. This process will highlight outreach and coordination with public transportation and tribal transit agencies, for-profit and non-profit service providers, and others who support mobility needs of people with low income, people with disabilities, seniors, and other select vulnerable populations. PRTPO will also engage organizations working with individuals in these targeted groups as well as individuals themselves to help articulate mobility needs for these population groups across the region. PRTPO intends to use four-factor analysis and other data analytics to ensure outreach and input is informed by the broad composition of the regional population and that no vulnerable group is overlooked or under-represented.
3. PRTPO will ensure it has Title VI complaint forms in Spanish and Tagalog.
4. PRTPO will monitor the status and availability of Title VI Level 2 training for possible future Title VI Coordinator training opportunities.

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The **Peninsula Regional Transportation Planning Organization** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Washington State Department of Transportation, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, 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 DOT, including the Washington State Department of Transportation.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all the Federal-Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   > "Peninsula Regionnal Transportation Planning Organization, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Peninsula Regional Transportation Planning Organization also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing Washington State Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Washington State Department of Transportation. You must keep records, reports, and submit the material for review upon request to the Washington State Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Peninsula Regional Transportation Planning Organization gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal-Aid Highway Program. This ASSURANCE is binding on Washington State, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Peninsula Regional Transportation Planning Organization

_____

(***Name of Recipient***)

by _____

(***Signature of Authorized Official***)

DATED September 30, 2021

APPENDIX A

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The

contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Peninsula Regional Transportation Planning Organization will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Washington State Department of Transportation of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Peninsula Regional Transportation Planning Organization and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Peninsula Regional Transportation Planning Organization, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Peninsula Regional Transportation Planning Organization will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Peninsula Regional Transportation Planning Organization, pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Peninsula Regional Transportation Planning Organization will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Peninsula Regional Transportation Planning Organization and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Peninsula Regional Transportation Planning Organization pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Peninsula Regional Transportation Planning Organization will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Peninsula Regional Transportation Planning Organization will there upon revert to and vest in and become the absolute property of Peninsula Regional Transportation Planning Organization and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VI Complaint Log

Case Number	Complainant/ Address	Filing Date	Basis	Status	Disposition

Washington State Department of Transportation

Northwest Region
15700 Dayton Avenue North
P.O. Box 330310
Seattle, WA 98133-9710
206-440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

October 5, 2020

Annette Nesse, Exec. Board Chair
Peninsula RTPO
60 Washington Ave Ste 200
Bremerton WA 98337

Dear Ms. Nesse:

Re: Title VI Annual Report Approval

WSDOT - Office of Equal Opportunity approved the annual report for period ending Sept. 2020. WSDOT reviewed the report for adherence with Title VI of the Civil Rights Act of 1964 and related federal regulations. The next reporting period *changes* to July 2020 through June. 2021, and is **due Aug. 1, 2021.**

WSDOT notes the Title VI Plan is yet to be submitted. Your report expects it to be completed early in 2021. A reminder that FHWA requires an approved plan in order for an entity to be eligible for federal funding.

WSDOT will update the LAG Manual, including a new Chapter 28, with publication expected this month. New detailed guidance on language services and environmental justice is included. Watch Local Programs LTAP for the training schedule and registration details. We recommend at least two employees with Title VI responsibilities attend.

WSDOT is committed to providing any assistance you may need with your Title VI Plan. I am here for the communities of the Northwest, Southwest, and Olympic regions. For assistance, please contact me or email our Office at TitleVI@wsdot.wa.gov

Sincerely,
s/
Gretchen Gleue
Title VI Local Agency Compliance Lead
NWR, Dayton Office
WSDOT – Office of Equal Opportunity

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Public Participation Protocols

Peninsula Regional Transportation Planning Organization

Public Participation Protocols

Creating Opportunities for Public Involvement in Regional Transportation Planning

INTRODUCTION

This documents the protocols Peninsula Regional Transportation Planning Organization (PRTPO) follows in its public participation activities. The intent is to provide the public with timely access to useful information and create meaningful processes that allow interested members to participate fully in the regional transportation planning process.

Following is a brief overview of PRTPO and its responsibilities as a state-designated Regional Transportation Planning Organization (RTPO). This important context is followed by public information and engagement protocols for the various activities in which PRTPO is involved.

PRTPO Overview

PRTPO is a 27-member special-purpose planning organization of local, tribal, and state governments working together under a mutual Interlocal Agreement to address transportation issues and opportunities facing the Peninsula Region. Created in 1991 as authorized by Chapter 47.80 of the Revised Code of Washington (RCW), PRTPO was re-established as an independent entity on July 1, 2019 after almost 30 years of administration by the Olympic Region of the Washington State Department of Transportation (WSDOT).

The Peninsula Region encompasses all of Clallam, Jefferson, Kitsap, and Mason Counties. PRTPO members represent four counties, nine cities, five tribes, four transit agencies, four port districts, and WSDOT. This map highlights the geography and communities within the region.



PRTPO is responsible for fulfilling all requirements of a Regional Transportation Planning Organization (RTPO) outlined in Chapter 47.80 RCW and in Chapter 468-86 of the Washington Administration Code (WAC). PRTPO receives a biennial allocation of about $275,000 in state funds with which to do its work.

PUBLIC INFORMATION AND ENGAGEMENT

PRTPO is committed to providing timely access to information and conducting its processes in ways that support broad public participation in regional transportation planning. PRTPO is a public entity. Its meetings and events comply with requirements of Washington's Open Public Meetings Act, Chapter 42.30 RCW.

PRTPO covers a large region. It does so with limited resources. For that reason, PRTPO relies on electronic communications and technology as much as possible and works to support virtual engagement opportunities that enable participation without necessitating travel.

This is a highly rural region, though; many people do not yet have access to broadband internet that makes virtual participation possible. Technology itself is a barrier for others. These are on-going considerations in how PRTPO approaches communication and engagement for its various processes.

These protocols represent best practices PRTPO strives to maintain, but its work and the opportunities for community engagement are tightly constrained by budget and staff resources. While PRTPO strives to fully satisfy these protocols, failure to comply with any provision does not by itself constitute a failure of public process nor does it render any actions or decisions by the Executive Board invalid.

This next section describes the means by which PRTPO shares information with the general public. That is followed by the engagement protocols PRTPO practices in its core work program and other activities.

Core Work Program Activities – Public Information Protocols

Following are the primary means by which PRTPO conveys information to the public.

PRTPO Website

PRTPO maintains a website at PRTPO.org. PRTPO relies on the website as its primary information portal for members and the community. The website hosts meeting materials, documents, and other resources of value to PRTPO members and the traveling public. It includes contact links to PRTPO Coordinators who can answer questions and offer more information or provide documents in alternate formats.

Email Distribution Lists

PRTPO maintains a distribution list of individuals and organizations wishing to be kept apprised of meetings and other regional planning activities. This is the primary means of distributing meeting agenda packets, direct notices of events or opportunities, emerging news on topical issues, and other kinds of information appropriate for broad dissemination. When appropriate, topic-specific lists are developed to support a particular planning process or specialized subject-matter topic.

A *Contact Us* link on PRTPO's website allows visitors to sign up for future notices, ask questions, or request further information. This is promoted heavily PRTPO Coordinators, whose contact information is prominently displayed on the website. People can also request to receive future information when they sign into in-person meetings or contact PRTPO staff or policymakers.

Legal Notices

When PRTPO is contemplating an action that entails a public hearing it publishes a legal notice inviting public comment on the proposed action in the newspapers of public record. PRTPO recognizes the following as its official newspapers of public record:

- Shelton-Mason County Journal
- Kitsap Sun
- Port Townsend – Jefferson County Leader
- Sequim Gazette (Sound Publishing)
- Peninsula Daily News – Clallam & Jefferson County Editions (Sound Publishing)

PRTPO YouTube Channel

Video offers an increasingly viable option for communicating with the public. The PRTPO YouTube channel hosts short videos that support program activities, with links from the PRTPO website.

All materials intended for general public information or to support any kind of engagement process will be clear and understandable for the audience and intended purpose. PRTPO works to incorporate visualization when possible, including traditional maps and multi-media story maps, infographics, and other means of translating technical information for a lay audience. While complete avoidance of technical terms and acronyms is not practical, unnecessary jargon is avoided.

Core Program Activities – Public Engagement Protocols

Following are the primary opportunities for public engagement in PRTPO activities.

Executive Board Meetings

The Executive Board is the decision-making body for PRTPO. The Executive Board meets bi-monthly on the third Friday from 10:00 – 12:00. Meetings are open to the public. Every regular meeting agenda includes time for public comments.

The schedule of regular meetings for each year is set at the Executive Board's final meeting of the calendar year and is posted on the *Meetings* page of PRTPO's website.

Executive Board meetings are conducted virtually during pandemics or other instances when in-person meetings are not feasible. When post-pandemic in-person meetings resume, PRTPO intends to retain virtual access to its meetings to support participation without the barrier of travel time and distance. The desired format will coordinate video conferencing and phone-in access with in-person attendance. Details of this hybrid in-person/virtual meeting format will be developed in compliance with all requirements of Washington's Open Public Meetings Act.

Agenda and meeting materials are released electronically one week before the meeting and include details on the date, time, location, and any login information needed to access the meeting. Agenda packets are posted on the *Meetings* page of PRTPO's website and distributed directly to those on PRTPO's notification list via email.

The Executive Board is advised by a Technical Advisory Committee, an Executive Committee, and various ad hoc subcommittees as warranted. PRTPO committees and subcommittees are advisory to the Executive Board, which retains all decision-making authority. The PRTPO may make meeting materials available online to support participation of committee members, and may encourage outside participation, but these internal advisory working groups are not subject to the same Open Public Meetings Act requirements as the Executive Board. PRTPO Coordinators can offer more information to those interested in the working activities of the various committees.

Community Meetings

Community meetings provide important opportunities for policymakers and staff to talk with members of the public and representatives from different constituencies to hear how issues, plans, or policies affect the people directly involved. While community meetings are tailored to individual planning process needs, each is designed to ensure engagement is occurring during the formative stage(s) of each process.

PRTPO works to ensure that its in-person community meetings are geographically dispersed across the four-county region. This typically means a minimum of four events across the region for a single topic or planning process. Every effort is made to secure accessible event locations with convenient transit service, and to schedule events so that people have a window for participating at different times of day.

PRTPO will consider opportunities to conduct virtual community meetings in the future. This includes potential use of online surveys, comment tools, and other virtual engagement techniques that facilitate the sharing of information and collection of input and ideas from the public. As noted earlier, large parts of the region do not have broadband internet access. This means that if PRTPO hosts online virtual community engagement events it will also identify appropriate means of engaging the interests of those who are likely to be under-represented given the planning topic.

In addition to its own meetings, PRTPO staff and policymakers are available on request to meet with community groups to discuss regional planning topics of interest to the group.

Public Hearings

PRTPO conducts public hearings before adopting or making changes to its long-range Regional Transportation Plan (RTP) and its Human Services Transportation Plan (HSTP).

Public notices are posted a minimum of two weeks before the hearing, which is typically conducted as a part of the regularly scheduled PRTPO Executive Board meeting. Legal notices are posted in the newspapers of record and on the PRTPO website.

Public testimony may be made in person as well as in writing or via email. Comments received in writing or via email are presented to the Executive Board for consideration during its review of testimony. PRTPO acknowledges receipt of all comments received during public hearings, which become part of the public record for that activity or document.

Special Meetings

At times PRTPO may convene a special meeting of the Executive Board. Every attempt will be made to announce such a meeting at least five days in advance though shorter notice may be necessary depending on the nature of the meeting. Public notices of special meetings are posted on the PRTPO website, distributed through PRTPO's notification list, and filed with local newspapers providing general circulation. Opportunity for public comment at special meetings is dependent on the situation necessitating such a meeting.

Major Plans and Studies

PRTPO must undertake major updates to its core planning documents periodically. This includes amendments, updates, or new versions of the RTP and HSTP. These updates, and other major planning studies, are announced through PRTPO's website and its notification lists as well as press releases and other announcements appropriate to the work being done.

Major plans and studies often warrant an integrated public involvement strategy as a part of the process. Activities are scoped and implemented with an eye towards engaging the region's diverse community early and often in accordance with the overall planning effort and available resources.

Where appropriate PRTPO engages organizations that work with specific populations or interests. PRTPO recognizes the value of trusted representatives in gleaning critical insights about diverse population groups, such as those gained from transit and non-profit service providers working with the region's most vulnerable residents.

Relationship to PRTPO's Title VI and Environmental Justice Responsibilities

PRTPO maintains a separate Title VI Plan that complies with federal requirements concerning non-discrimination in programs and activities. Nothing in these protocols contradicts those requirements.

Revisions to Public Participation Protocols

PRTPO will periodically revisit these protocols and update them as warranted to accommodate evolving communications and information technologies and updates to the Open Public Meetings Act, with an aim to ensure timely and reasonable public access to PRTPO's regional transportation planning program.

CONTACT

Questions on these protocols may be directed to the Lead Planning Agency:

Edward Coviello

EdwardC@KitsapTransit.com

360.824.4919

2021 Contracts

Association of Washington Cities
Geographic Information Systems (GIS) Consortium Program

Non-city entity
Participation Agreement and Enrollment Application

As a member in good standing with the Association of Washington Cities

Peninsula Regional Transportation Planning Organization

Member name

Enrolls by this agreement as a non-city entity member in the Association of Washington Cities (AWC) Geographic Information Systems (GIS) Consortium Program to provide opportunities to access GIS services through the consortium.

The program offers AWC member jurisdictions the ability to have professional GIS services provided at the applicable member rate through the GIS Consortium Program.

1. **Administration & Management of the Program**
   AWC is responsible for the day-to-day operation of the GIS Consortium Program, which includes:
   A. Assisting program participants in assessing GIS needs and providing GIS database access and views;
   B. Assisting program participants in using basic GIS data services and views;
   C. Providing access to tiered levels of membership services to members at negotiated rates though a GIS consultant partner as determined by AWC, including, but not limited to:
      - GIS needs assessments;
      - development, aggregation, or maintenance of GIS data;
      - access to online GIS views and data; and
      - a specified number of hours of GIS consulting services.
   D. Providing program information.

2. **Governance of AWC GIS Consortium**
   A. AWC's Chief Executive Officer (CEO) directs the operations of the AWC GIS Consortium Program.
   B. The Technical Users committee, a committee composed of representatives of no more than five (5) member cities/towns, appointed by the CEO, advises AWC on operational issues including contract terms, allocation of resources to consortium members, program enhancements, conditions for continued participation and other issues. This committee meets at least once per year.

3. **Member agrees to:**
   A. Remain a member of the AWC GIS Consortium Program through the annual term of this agreement.
   B. Maintain membership in the Association of Washington Cities through the year for each year of participation.
   C. Non-city entity members agree to pay an annual administrative service fee to be a member of AWC GIS Consortium Program at non-city entity rates, as determined by AWC and provided on the current non-city entity rate schedule. Non-city entities are not eligible to join at the Tier 1 level.
   D. Pay a program service fee for each year of participation as determined by AWC for the Tier level the member selects, as provided on the non-city entity rate schedule.
   E. Pay additional fees, under the terms provided by the program, for additional consulting services requested for work that exceeds the applicable tier level consulting hours originally selected. Additional consulting services shall be requested in a work order approved by both AWC and the GIS consultant partner, and the hourly rate and administrative fee will be as listed on the current rate schedule. The Member is responsible for tracking consulting hours.
   F. Provide notification no less than 30 days before the end of the annual term if the member wishes to terminate the automatic renewal of the agreement.

G. Termination from the program for non-payment of annual administrative service fee and program service fees.
H. Work with the GIS consultant partner on development of the work order and review by the GIS consultant partner and AWC prior to work beginning.
I. Commence work only after a need assessment is complete, unless agreed to in writing by the GIS consultant partner. Be responsible for completion of the work order with the GIS consultant partner and managing use of GIS consultant partner hours. The work order may reflect work beyond the current program year if agreed by the GIS consultant partner and the work is initiated in the current program year. A maximum of 40 consulting hours may rollover to the following program year if all work is not completed within the term of this agreement. Any member with lapsed membership will have a maximum of six (6) months to utilize any remaining consulting hours.
J. Unless otherwise agreed by the GIS consultant partner, Tier 2, 3, and 4 members agree to be responsible for maintaining or updating their online viewer and portal, as applicable, after initial development by the GIS consultant partner.

4. Indemnification/Liability

Each party shall indemnify and hold harmless the other and its directors, officers, employees, agents, parents, subsidiaries, successors and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, and expenses (including reasonable attorney's fees) arising out of or resulting from, in whole or part, the acts or omissions of the indemnifying party, its employees, agents or contractors and the indemnifying party's affiliated companies and their employees, agents or contractors.

6. Assignment

This agreement shall not be assignable by either party without prior written consent of the other party.

7. Term of Agreement

The term of this agreement is effective on March 24, 2021, for a one-year term, renewing automatically each subsequent year upon payment of the annual administrative service fee and appropriate GIS program service fees, unless the AWC GIS Consortium Program is notified in writing no less than thirty days prior to the start of the annual renewal date for the membership year that the program member is terminating the agreement.

8. Selection of Tier

Member agrees to join the GIS Consortium Program at the Tier selected below:

☐ Tier 2 ☒ Tier 3 ☐ Tier 4

Authorized by Program Member:

Bek Ashby	Chair, Peninsula RTPO
(Printed Name)	*(Title)*
Bek Ashby	60 Washington Ave, Ste 200, Bremerton, WA
(Signature)	*(Address/Street)*
Peninsula RTPO	March 8, 2021
(Non-city entity Applicant)	*(Date)*

Authorized by AWC GIS Consortium Program:

Peter B. King	AWC CEO
Peter King	*CEO*
Peter B. King	3/24/2021
(Signature)	*(Date)*

(Form revised 04-16-18)

Addendum – AWC GIS Consortium Program

Peninsula Regional Transportation Planning Organization (PRTPO) must comply with mandatory terms when using state funds to purchase goods and services. This agreement between PRTPO and the Association of Washington Cities (AWC) for services through the AWC GIS Consortium Program with FLO Analytics is paid with state funds for Regional Transportation Planning Organizations (RTPO) passed through from the Washington State Department of Transportation (WSDOT). The following terms apply to the AWC GIS Consortium Program and to FLO Analytics (FLO) as the Contractor for these services.

1. Conservation. The AWC GIS Consortium and FLO shall recognize mandatory standards and policies relating to energy efficiency contained in the most current Washington State Energy Strategy developed under chapter 43.21F RCW.

2. Requests for information. The AWC GIS Consortium and FLO shall provide all information requested by the PRTPO within five (5) business days of the request when such is necessary for a progress report to the state. When information requested is for a performance and expenditure report, both parties shall provide all information requested on or before the date as conveyed by the PRTPO.

3. Records Retention and Access. The AWC GIS Consortium and FLO shall retain all records relating to performance of the Contract for six (6) years after completion of the Contract or longer if requested. The PRTPO and WSDOT, or any agent thereof, shall have full access to all records retained under the Contract during normal business hours and as often as they deem necessary. The PRTPO and WSDOT, or any agent thereof, shall be permitted to audit, examine, and make copies, excerpts or transcripts from such records at no cost.

4. Audits. The AWC GIS Consortium and FLO shall cooperate with and promptly respond to any independent audit conducted during the term of this contract.

5. Amendments. This Agreement may be amended only in writing and only by agreement by all parties following review and approval by WSDOT.

6. Purchases of Material. Only those purchases of equipment specifically identified in the Scope of Work shall be allowed to be purchased under this Contract. All equipment must be purchased, managed, and disposed of in accordance with state law and with Title VI of the Civil Rights Act. All purchased equipment shall only be used for the sole purpose of regional transportation planning activities. Any equipment on hand at the completion of the work shall become property of the state.

7. No obligation of the State. The PRTPO, the AWC GIS Consortium, and FLO acknowledge and agree that absent the express written consent by WSDOT, the state is not a party to this Contract and shall not be subject to any obligations or liabilities to the PRTPO, the AWC GIS Consortium, FLO or any other party pertaining to any matter resulting from this Contract.

   This provision is required to be included in any subcontract entered into by the AWC GIS Consortium, FLO or any sub-Contractor to carry out this Contract.

8. Non-Discrimination. In all purchases, the PRTPO shall not discriminate on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Washington's Law Against Discrimination (RCW 49.60.030), Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all applicable requirements of any other nondiscrimination statute.

9. Compliance. The AWC GIS Consortium and FLO agree to comply with all applicable federal, state, and local laws in the performance of this Contract.

10. Equal Employment Opportunity. The AWC GIS Consortium and FLO agree to abide by all state and federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records.

11. Competency. The AWC GIS Consortium and FLO agree that the services will be carried out only by competent individuals who possess the necessary and appropriate skills, training, experience, qualifications, and licenses necessary to carry out the services assigned to them under the Agreement. It is further agreed that all services will be performed with due care, diligence, and skill consistent with the Agreement and best industry standards.

Tyler Vick, Principal; FLO Analytics	Peter B. King, CEO; Assoc of WA Cities
Date: 3/22/2021	Date: 3/24/2021

AGREEMENT FOR SERVICES

between

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

and

DKS

THIS AGREEMENT is made between the Peninsula Regional Transportation Planning Organization, hereinafter referred to as "PRTPO" and DKS, hereinafter referred to a "SERVICE PROVIDER" for the provision of consulting services related to electromobility information and strategies.

Recitals

WHEREAS, the PRTPO is a voluntary regional transportation and planning organization made up of various transportation-oriented public agencies in the counties of Clallam, Jefferson, Kitsap, and Mason. The PRTPO is authorized by chapter 47.80 RCW and formed as a separate legal entity under an Interlocal Agreement (ILA) pursuant to chapter 39.34 RCW;

WHEREAS, SERVICE PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services and/or tasks set forth in this Agreement;

WHEREAS, the PRTPO Bylaws authorize the Executive Board of the PRTPO to contract with member agencies, jurisdictions, tribal entities or businesses to provide or secure services. These contracts must support the overall mission, role, and function of the PRTPO, must be consistent with the Unified Planning Work Program (UPWP), and be consistent with procurement policies adopted by the Executive Board; and

WHEREAS, the SERVICE PROVIDER has been selected in accordance with all applicable procurement laws and PRTPO procurement policies.

Agreement

NOW THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

1. Scope of Work

SERVICE PROVIDER shall perform such services and accomplish such tasks as are set forth in the scope of in Exhibit A and as identified as SERVICE PROVIDER responsibilities throughout this Agreement.

2. Duration

This Agreement shall be effective April 16, 2021. This Agreement shall remain in effect until June 30, 2021 unless terminated earlier in accordance with Section 8 or extended by written amendment as set forth in Section 5.

3. Payment

3.1 The PRTPO, in consideration of the satisfactory performance of the Project work as determined by the PRTPO, agrees to reimburse SERVICE PROVIDER an amount not to exceed $4,500.

3.2 SERVICE PROVIDER shall submit the invoice for payment to the PRTPO Lead Planning Agency at the address shown below:

PRTPO c/o Kitsap Transit
Attn: Edward Coviello
60 Washington Avenue, Ste 200
Bremerton, WA 98337

Or via email:
EdwardC@KitsapTransit.com

3.3 Invoices shall be submitted no more frequently than once per month. Each invoice will describe services provided for that time period and any deliverables. SERVICE PROVIDER will maintain back up documentation for the invoiced amounts. The final invoice for these services must be received no later than July 2, 2021 for reimbursement.

4. Competency

SERVICE PROVIDER agrees that the work will be carried out only by competent individuals who possess the necessary and appropriate skills, training, experience, qualifications, and licenses necessary to carry out the tasks assigned to them under this Agreement. SERVICE PROVIDER further agrees that all work will be performed with due care, diligence, and skill consistent with the Agreement and best industry standards.

5. Modifications

Either Party may request modifications to this Agreement. Such modifications which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alternation of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties following review and approval by WSDOT.

6. Notice

Any notice required by this Agreement shall be made in writing to the representative below:

Bek Ashby

PRTPO

Peninsula RTPO Chair
c/o Kitsap Transit
60 Washington Street, Ste 200
Bremerton, WA 98337

Eric Shimizu

DKS Associates

Eric H. Shimizu, PE, PTOE
Principal Engineer
DKS Associates
719 Second Avenue, Ste 1250
Seattle, WA 98104

7. Requests for Information

SERVICE PROVIDER shall provide all information requested by the PRTPO within five (5) business days of the request when such is necessary for a progress report to the State. When information requested is for a performance and expenditure report, SERVICE PROVIDER shall provide all information requested on or before the date as conveyed by the PRTPO. Failure to do so may result in delayed payments to SERVICE PROVIDER.

8. Records Retention, Access, and Audits

8.1 SERVICE PROVIDER shall retain all records relating to performance of the Project for six (6) years after completion of the Project or longer if requested. The PRTPO and the Washington State Department of Transportation (WSDOT), or any agent thereof, shall have full access to all records retained under this Agreement during normal business hours and as often as they deem necessary. The PRTPO and WSDOT, or any agent thereof, shall be permitted to audit, examine and make copies, excerpts or transcripts from such records at no cost.

8.2 SERVICE PROVIDER shall cooperate with and promptly respond to any independent audit conducted.

8.3 SERVICE PROVIDER acknowledges that this Agreement and all records associated with the Agreement are subject to the Public Records Act, Chapter 42.56 RCW (the "Act") and will be processed accordingly. Unless the SERVICE PROVIDER obtains a court order to enjoin disclosure, the PRTPO will produce all public records in accordance with the Act and will not be liable to the SERVICE PROVIDER for any release of records.

9. Termination

The PRTPO may terminate this Agreement upon giving ten (10) calendar days' written notice to SERVICE PROVIDER. If this Agreement is so terminated prior to fulfillment of the terms stated herein, SERVICE PROVIDER shall be reimbursed only for the actual direct and related costs and non-cancelable obligations incurred prior to the date of termination.

10. Indemnification

To the fullest extent possible, SERVICE PROVIDER shall indemnify and hold harmless the PRTPO and its members, officers, and authorized agents (collectively, "Indemnitees") from and against all claims, suits, or other actions resulting from or arising out of the performance of the Agreement, whether such claims, suits, or actions arise from the negligent or intentional acts, errors, or omissions of SERVICE PROVIDER, its employees or agents, any third parties, or anyone directly or indirectly employed or used by any of them. It is the specific intent of the parties that the Indemnitees shall, in all instances except claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by SERVICE PROVIDER from and against any and all claims and not be limited in any way by other benefits provided by law or the availability of other insurance. The SERVICE PROVIDER also expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.

11. Insurance

SERVICE PROVIDER shall obtain and keep in force during the full term of this Agreement the following insurance coverage:

A. Liability Insurance and/or Errors and Omissions Insurance providing coverage of at least $500,000 for liability or errors and omissions in connection with the work to be performed under this Agreement.

B. Workers Compensation Insurance in compliance with the laws of the State of Washington covering all SERVICE PROVIDER employees who perform under this Agreement.

C. Comprehensive Auto Liability Insurance on all vehicles used in connection with the Agreement whether owned, non-owned or hired; with limits for bodily injury or death of not less than $250,000 per person and $500,000 per occurrence, and property damage limits of not less than $100,000; or in the alternative, not less than $500,000 combined single limit coverage.

12. No Obligation of the State

The PRTPO and SERVICE PROVIDER acknowledge and agree that absent the express written consent by WSDOT, the State is not a party to this Agreement and shall not be subject to any obligations or liabilities to the PRTPO or SERVICE PROVIDER or any other party pertaining to any matter resulting from this Agreement.

13. Subcontracting

13.1 SERVICE PROVIDER shall not assign or subcontract its performance under this Agreement or any portion of this Agreement without the written consent of the PRTPO, and it is further agreed that said consent must be sought in writing by SERVICE PROVIDER not less than thirty (30) days prior to the date of the proposed assignment or subcontract. The PRTPO reserves the right to reject without cause any such assignment or subcontract. Subcontracts greater than $10,000 must contain all the provisions of this agreement.

13.2 SERVICE PROVIDER shall comply with all federal and state laws and regulations governing the selection and employment of subcontractors.

14. Purchases of Materials

Only those purchases of equipment specifically identified in the Scope of Work shall be allowed to be purchased under this Agreement. All equipment must be purchased, managed, and disposed of in accordance with state law and with Title VI of the Civil Rights Act. All purchased equipment shall only be used for the sole purpose of regional transportation planning activities. Any equipment on hand at the completion of the work shall become the property of the State.

15. Travel

Any out-of-state travel must have the PRTPO's prior written approval to be eligible for reimbursement. Current State travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

16. Liability

No liability shall attach to the PRTPO or SERVICE PROVIDER by reason of entering into this Agreement except as expressly provided herein.

17. Independent Contractor

17.1 The parties intend that an independent contractor relationship between SERVICE PROVIDER and PRTPO will be created by this Agreement. No agent, employee, servant or representative of the PRTPO shall be deemed to be an employee, agent, servant, or representative of SERVICE PROVIDER. SERVICE PROVIDER will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

17.2 In the performance of the services in this Agreement, SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of PRTPO and shall be subject to PRTPO's general rights of inspection and review to secure the satisfactory completion thereof.

18. Ownership of Materials

Any and all work product, deliverable, or any other materials created, prepared, assembled, performed, or otherwise produced by SERVICE PROVIDER for delivery to the PTRPO under this Agreement is the sole property of the PRTPO. It must be delivered to the PRTPO upon termination of the Agreement, after payment is made consistent with Section 9, or upon final payment to SERVICE PROVIDER and shall not be used or released by SERVICE PROVIDER without prior authorization from the PRTPO. SERVICE PROVIDER agrees all such property and the ownership of the copyright and any other intellectual property rights in such property shall vest in the PRTPO at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material used by SERVICE PROVIDER that is not created, prepared, assembled, performed, or otherwise produced for or paid for by the PRTPO remains owned by SERVICE PROVIDER.

19. Compliance with Laws

19.1 SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing and any other standards or criteria described in this Agreement to assure quality of services.

19.2 SERVICE PROVIDER agrees to pay any applicable federal, state, and local fees and taxes, including business and occupation (B&O) taxes, which may be due on account of this Agreement.

19.3 If sales tax becomes applicable to the services covered by this Agreement, the PRTPO shall pay such tax to SERVICE PROVIDER and SERVICE PROVIDER shall pay the tax as required by law.

20. Non-Discrimination

SERVICE PROVIDER shall not discriminate on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Washington's Law Against Discrimination (RCW 49.60.030), Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all applicable requirements of any other nondiscrimination statute. The SERVICE PROVIDER will comply with 49 CFR Part 21, which are regulations of the US Department of Transportation relative to nondiscrimination in federally assisted programs.

21. Equal Employment Opportunity

SERVICE PROVIDER agrees to abide by all state and federal regulations with respect to employment. This includes, but is not limited to, equal employment opportunity, nondiscrimination assurances, Project record keeping, audits, inspection, and retention of records.

22. Disputes

Conflicts and disagreements between the parties related to the Agreement will be promptly brought to the attention of the PRTPO Chair. Any dispute relating to the quality or acceptability of performance or compensation due will be decided by the PRTPO Chair in consultation with the Lead Planning Agency and others familiar with the Agreement and work in question. All decisions of the PRTPO Chair are considered final. Nothing herein prohibits either party from seeking judicial relief.

23. Severability

If any of the provisions of this Agreement are deemed illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

24. **Counterparts**

The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one Agreement.

25. **Authorization**

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

DKS

Eric H. Shimizu, PE, PTOE
Principal Engineer

Date: 4.21.21

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

Bek Ashby,
PRTPO Chair

Date: 4.16.2021

ATTEST:

John Clauson,
Lead Planning Agency

Date: 4.16.2021

EXHIBIT A: CONSULTANT SCOPE OF WORK

DKS will provide up to 18 hours of electromobility subject matter assistance to PRTPO by advising staff with its goal of developing a suitable strategy for increasing electric vehicle (EV) readiness in the four-county Peninsula Region. The focus of this effort will be assisting with collection of appropriate existing information including plans, policies, forecasts, codes, infrastructure, grid capacity. To optimize value and efficiency, DKS will provide guidance and oversite, rather than research and data collection.

Tasks:

#	Task	Hours	Anticipated activities
1	Project Management	2	Contract set-up, invoices, client communications, etc.
2	Data request	2	Assist Thera Black on data request to distribute to PRTPO members
3	Review and assess regional EV readiness information	8	Prepare proposed organizational structure of collected EV readiness information summarizing existing plans, policies, forecasts, codes, infrastructure, grid capacity, etc. and identify gaps and recommend next steps.
4	Strategy outline	4	Develop outline of strategic next steps for EV Readiness
5	Electromobility Presentation	2	Present Powerpoint/Google Slides addressing electromobility topics to bring PRTPO members up to speed on electromobility

Schedule:

- Project initiation: April 16, 2021
- Electromobility Presentation to PRTPO Executive Board: June 18, 2021
- Project completion: June 30, 2021
- Final invoice: July 2, 2021

Deliverables:

- Input on proposed data outreach to PRTPO members and stakeholders.
- Recommendations on organizational structure for collected data, identification of gaps and recommendations for next steps.
- Outline of strategic next steps for EV Readiness.

Assumptions:

- No specific documents are included as deliverables.
- Project labor to assist PRTPO with DKS' expertise in electromobility.
- Level of effort limited to hours stated above.
- Client may request additional hours with scope amendment.
- Project end date is approximately end of July 2021 when DKS receives final payment.

Audit Report

Finance

Office of the Washington State Auditor
Pat McCarthy

Financial Statements Audit Report

Peninsula Regional Transportation Planning Organization

For the period July 1, 2019 through June 30, 2020

Published June 1, 2021

Report No. 1028395

Find out what's new at SAO by scanning this code with your smartphone's camera

Office of the Washington State Auditor
Pat McCarthy

June 1, 2021

Executive Board
Peninsula Regional Transportation Planning Organization
Port Townsend, Washington

Report on Financial Statements

Please find attached our report on the Peninsula Regional Transportation Planning Organization's financial statements.

We are issuing this report in order to provide information on the Council's financial condition.

Sincerely,



Pat McCarthy

State Auditor

Olympia, WA

Americans with Disabilities

In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at webmaster@sao.wa.gov.

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INDEPENDENT AUDITOR'S REPORT

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Peninsula Regional Transportation Planning Organization
July 1, 2019 through June 30, 2020

Executive Board
Peninsula Regional Transportation Planning Organization
Port Townsend, Washington

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Peninsula Regional Transportation Planning Organization, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Council's financial statements, and have issued our report thereon dated May 24, 2021.

We issued an unmodified opinion on the fair presentation of the Council's financial statements in accordance with its regulatory basis of accounting. We issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared by the Council using accounting practices prescribed by state law and the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual described in Note 1, which is a basis of accounting other than GAAP. The effects on the financial statements of the variances between the basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

As discussed in Note 5 to the 2020 financial statements, the full extent of the COVID-19 pandemic's direct or indirect financial impact on the Council is unknown.

INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements, we considered the Council's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Council's

internal control. Accordingly, we do not express an opinion on the effectiveness of the Council's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Council's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the Council's financial statements are free from material misstatement, we performed tests of the Council's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Council's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Council's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However,

this report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.



Pat McCarthy

State Auditor

Olympia, WA

May 24, 2021

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements

Peninsula Regional Transportation Planning Organization
July 1, 2019 through June 30, 2020

Executive Board
Peninsula Regional Transportation Planning Organization
Port Townsend, Washington

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of the Peninsula Regional Transportation Planning Organization, for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Council's financial statements, as listed on page 10.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of state law and the *Budgeting, Accounting and Reporting System* (BARS) manual prescribed by the State Auditor described in Note 1. This includes determining that the basis of accounting is acceptable for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control

relevant to the Council's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Council's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Unmodified Opinion on Regulatory Basis of Accounting (BARS Manual)

As described in Note 1, the Peninsula Regional Transportation Planning Organization has prepared these financial statements to meet the financial reporting requirements of state law using accounting practices prescribed by the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual. Those accounting practices differ from accounting principles generally accepted in the United States of America (GAAP). The differences in these accounting practices are also described in Note 1.

In our opinion, the financial statements referred to above present fairly, in all material respects, the cash and investments of the Peninsula Regional Transportation Planning Organization, and its changes in cash and investments, for the year ended June 30, 2020, on the basis of accounting described in Note 1.

Basis for Adverse Opinion on U.S. GAAP

Auditing standards issued by the American Institute of Certified Public Accountants (AICPA) require auditors to formally acknowledge when governments do not prepare their financial statements, intended for general use, in accordance with GAAP. The effects on the financial statements of the variances between GAAP and the accounting practices the Council used, as described in Note 1, although not reasonably determinable, are presumed to be material. As a result, we are required to issue an adverse opinion on whether the financial statements are presented fairly, in all material respects, in accordance with GAAP.

Adverse Opinion on U.S. GAAP

The financial statements referred to above were not intended to, and in our opinion they do not, present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the Peninsula Regional Transportation Planning Organization, as of June 30, 2020, or the changes in financial position or cash flows thereof for the year then

ended, due to the significance of the matter discussed in the above "Basis for Adverse Opinion on U.S. GAAP" paragraph.

Matters of Emphasis

As discussed in Note 5 to the 2020 financial statements, the full extent of the COVID-19 pandemic's direct or indirect financial impact on the Council is unknown. Our opinion is not modified with respect to this matter.

OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards*, we have also issued our report dated May 24, 2021 on our consideration of the Council's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Council's internal control over financial reporting and compliance.



Pat McCarthy

State Auditor

Olympia, WA

May 24, 2021

FINANCIAL SECTION

Peninsula Regional Transportation Planning Organization
July 1, 2019 through June 30, 2020

FINANCIAL STATEMENTS

Fund Resources and Uses Arising from Cash Transactions – 2020
Notes to Financial Statements – 2020

Peninsula Regional Transportation Planning Organization
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended June 30, 2020

Beginning Cash and Investments		
308	Beginning Cash and Investments	-
388 / 588	Net Adjustments	-
Revenues		
320	Licenses and Permits	-
330	Intergovernmental Revenues	93,710
340	Charges for Goods and Services	-
350	Fines and Penalties	-
360	Miscellaneous Revenues	-
Total Revenues:		93,710
Expenditures		
510	General Government	-
540	Transportation	93,710
550	Natural/Economic Environment	-
Total Expenditures:		93,710
Excess (Deficiency) Revenues over Expenditures:		-
Other Increases in Fund Resources		
391-393, 596	Debt Proceeds	-
397	Transfers-In	-
385	Special or Extraordinary Items	-
381, 382, 389, 395, 398	Other Resources	-
Total Other Increases in Fund Resources:		-
Other Decreases in Fund Resources		
594-595	Capital Expenditures	-
591-593, 599	Debt Service	-
597	Transfers-Out	-
585	Special or Extraordinary Items	-
581, 582, 589	Other Uses	-
Total Other Decreases in Fund Resources:		-
Increase (Decrease) in Cash and Investments:		**-**
Ending Cash and Investments		
50821	Nonspendable	-
50831	Restricted	-
50841	Committed	-
50851	Assigned	-
50891	Unassigned	-
Total Ending Cash and Investments		**-**

The accompanying notes are an integral part of this statement.

Peninsula Regional Transportation Planning Organization (PRTPO)

Notes to Financial Statements

For Fiscal Year - July 1, 2019 through June 30, 2020 (MCAG 3232)

Note 1 – Summary of Significant Accounting Policies

The Peninsula Regional Transportation Planning Organization is a regional planning organization created under Chapter 47.80 RCW in 1991 and operates under the laws of the state of Washington applicable to a Regional Transportation Planning Organization. The PRTPO is a special purpose planning organization made from a voluntary association of cities, towns, counties, ports, transit agencies and tribes from the Olympic Peninsula Region of Washington State. The following local governments, tribes and agencies belong to the PRTPO through an Interlocal Agreement:

Clallam County	Clallam Transit
Jefferson County	Jefferson Transit
Kitsap County	Kitsap Transit
Mason County	Mason Transit
City of Bainbridge Island	WSDOT, Olympic Region
Bremerton	Hoh River Tribe
Forks	Jamestown S'Klallam Tribe
Port Angeles	Lower Elwha Klallam Tribe
Port Orchard	Makah Tribe
Port Townsend	Port Gamble S'Klallam Tribe
Poulsbo	Quileute Tribe
Sequim	Squaxin Island Tribe
Shelton	Skokomish Tribe
Port of Allyn	Suquamish Tribe
Port of Bremerton	
Port of Port Angeles	
Port of Shelton	

The PRTPO reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System (BARS)* Manual prescribed by the State Auditor's Office under the authority of Washington State Law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- Supplementary information required by GAAP is not presented.
- Ending balances are not presented using the classifications defined in GAAP.

A. Fund Accounting

Financial transactions of the PRTPO are reported in an individual fund. This fund uses a separate set of self-balancing accounts that comprises its revenue and expenditures. The PRTPO's resources are allocated to and accounted for in an individual fund for the purpose of performing transportation planning and administrative duties. The General fund is reported below.

General Fund

This fund is the primary operating fund of the government. It accounts for all financial resources.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received and expenditures are recognized when paid.

In accordance with state law the PRTPO also recognizes expenditures paid during twenty days after the close of the fiscal year for claims incurred during the previous period.

Note 2 – Budget Compliance

Budgets

The PRTPO adopts biennial appropriated budgets for the general fund based on funds granted through the Washington State Department of Transportation (WSDOT). The budgets are appropriated at the fund level for planning projects. The budget constitutes the legal authority for expenditures on those planning projects. Biennial appropriations for these funds lapse at the fiscal year end. Biennial appropriated budgets are adopted based on the same basis of accounting as used for financial reports.

The appropriated and actual expenditures for the legally adopted budget in the General Fund were as follows:

FY 2020/2021 Biennial Appropriation	FY 2020 Budget	Actual FY 2020 Expenditures (Cash Basis)	4th Qtr 2020 Expenditures (Late July 2020)	Variance/ Balance	Balance for FY 2021 Budget
$304,143	$152,071	$93,710	$26,288	$32,073	**$184,145**

Any revisions that alter the expenditures for the planning projects, or alter the total expenditures of the fund must be approved by the PRTPO Executive Board.

Note 3 – Deposits and Investments

PRTPO has an Inter-local Agreement with Jefferson Transit Authority (JTA) to provide Fiscal Agent duties. JTA utilizes the Jefferson County Treasurer for PRTPO deposits. JTA invoices WSDOT for planning services quarterly. PRTPO does not carry a cash balance in the fund as all payments from WSDOT are in turn paid to service providers.

PRTPO's deposits are entirely covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool administered by the Washington Public Deposit Protection Commission (WPDPC) and this not subject to custodial credit risk.

Note 4 – Accounting and Reporting Changes

Effective July 1, 2019 the Peninsula Regional Transportation Planning Organization (PRTPO) began operating as an independent transportation planning organization for the first time in 30 years, creating a new financial reporting entity for the state of Washington. In coordination with WSDOT, who previously administered the PRTPO, a framework for regional transportation planning collaboration has been established. Through Inter-local Agreements Kitsap Transit has assumed the duties of Lead Planning Agency, and Jefferson Transit Authority has assumed the duties of Fiscal Agent.

Note 5 – Risk Management

The PRTPO risk exposure is limited to errors and omissions. The PRTPO purchases a policy for Errors and Omission coverage through the Association of Washington Cities –Risk Management Service Agency (AWC-RMSA).

Chapter 48.62 RCW authorizes the governing body of any one or more governmental entities to form together into or join a pool or organization for the joint purchasing of insurance, and/or joint self-insuring, and/or joint hiring or contracting for risk management services to the same extent that they may individually purchase insurance, self-insure, or hire or contract for risk management services. An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act. The AWC RMSA was formed on January 1, 1989, when 32 municipalities in the State of Washington joined by signing an Interlocal Governmental Agreement to pool their self-insured losses and jointly purchase insurance and administrative services. As of December 31, 2019, 100 municipalities/entities participate in the AWC RMSA pool.

The AWC RMSA allows members to establish a program of joint insurance and provides risk management services to all members. All coverages, with the exception of pollution liability, are on an occurrence basis. The AWC RMSA provides all risk property, comprehensive crime, general liability, automobile liability, police liability, public officials' liability, employee fidelity and faithful performance, pollution liability, cyber liability, and equipment breakdown insurance coverage. Equipment breakdown is included with the property insurance carrier and fidelity (crime), pollution liability, and cyber liability coverages are stand-alone policies, which the AWC RMSA procures for its members. The AWC RMSA also allows members with airports to group purchase airport liability coverage.

Members pay an annual assessment to the AWC RMSA. The AWC RMSA is responsible for payment of all covered causes of loss against the jurisdiction above the stated retention. All members in the AWC RMSA

have $15 million in both per occurrence and aggregate liability limits. For the first $1 million in liability limits, AWC RMSA is self-insured for its Self-Insured Retention (SIR) of $250,000, per occurrence, and is reinsured by Great American for the additional $750,000. The $9 million in excess liability coverage limits is provided through an excess liability policy purchased from Argonaut Insurance Company. The $5 million in excess liability coverage limits above the first layer of excess coverage is purchased from Allied World National Assurance Company. Since AWC RMSA is a cooperative program, there is joint liability among the participating members. The excess property coverage is purchased through Lexington Insurance Company and in 2019, AWC RMSA carried a retention of $200,000 and limits up to $250 million. All commercial policies have been purchased through the Pool's Broker of Record, Aon.

Members contract to remain in the AWC RMSA pool for a minimum of one year and must give a one-year notice before terminating participation. Even after termination, a member is still responsible for contributions to the Pool for any unresolved, unreported, and in-process claims for the period they were signatory to the Interlocal Governmental Agreement.

The AWC RMSA establishes a loss fund for both reported and unreported insured events, which includes estimates of both future payments of losses and related claim adjustment expenses.

In accordance with WAC 200.100.02023, the AWC RMSA is governed by a board of directors, which is comprised of elected officials of participating members.

Outline of coverages

	Member deductible	Pool retention or deductible	Coverage limits
General, automobile, and employment practices liability	None*	$250,000	$15,000,000
Crime – Employee fidelity	None	$200,000	$1,000,000
Cyber liability	None	$25,000	$3,000,000

*Optional member-specific deductibles may be selected.

Note 5 – Subsequent Events

In February 2020, the Governor of the state of Washington declared a state of emergency in response to the spread of a deadly new virus. In the weeks following the declaration, precautionary measures to slow the spread of the virus have been ordered. These measures include closing schools, colleges and universities, cancelling public events, prohibiting public and private gatherings, and requiring people to stay home unless they are leaving for an essential function.

All PRTPO meetings (Executive Committee, Executive Board, and Technical Advisory Committee) are being held as remote meetings utilizing Zoom software. To date, there have been no other financial or operational impacts on the PRTPO.

The length of time these measures will be in place, and the full extent of the financial impact on the PRTPO is unknown at this time.

ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the Washington State Constitution and is part of the executive branch of state government. The State Auditor is elected by the people of Washington and serves four-year terms.

We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

As an agency, the State Auditor's Office has the independence necessary to objectively perform audits, attestation engagements and investigations. Our work is designed to comply with professional standards as well as to satisfy the requirements of federal, state and local laws. The Office also has an extensive quality control program and undergoes regular external peer review to ensure our work meets the highest possible standards of accuracy, objectivity and clarity.

Our audits look at financial information and compliance with federal, state and local laws for all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits and cybersecurity audits of state agencies and local governments, as well as state whistleblower, fraud and citizen hotline investigations.

The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, www.sao.wa.gov. Additionally, we share regular news and other information via an email subscription service and social media channels.

We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

Stay connected at sao.wa.gov

- Find your audit team
- Request public records
- Search BARS manuals (GAAP and cash), and find reporting templates
- Learn about our training workshops and on-demand videos
- Discover which governments serve you — enter an address on our map
- Explore public financial data with the Financial Intelligence Tool

Other ways to stay in touch

- Main telephone: (564) 999-0950
- Toll-free Citizen Hotline: (866) 902-3900
- Email: webmaster@sao.wa.gov

May 24, 2021

Zac Wilson, CFE
Assistant Audit Manager
451 Sedgwick Rd, Suite 200
Port Orchard WA 98367

To the Office of the Washington State Auditor:

We are providing this letter in connection with your audit of Peninsula Regional Transportation Planning Organization for the period from July 1, 2019 through June 30, 2020. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquires to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

General Representations:

1. We have provided you with unrestricted access to people you wished to speak with and made available all relevant and requested information of which we are aware, including:

   a. Financial records and related data.

   b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.

   c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.

   d. Communications from regulatory agencies, government representatives or others concerning possible material noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.

   e. Related party relationships and transactions.

   f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.

2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information, and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.

3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.

4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.

5. We have complied with all material aspects of laws, regulations, contracts and grant agreements.

6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.

7. We have established adequate procedures and controls to provide reasonable assurance of safeguarding public resources and compliance with applicable laws and regulations.

8. We have no knowledge of any loss of public funds or assets or other illegal activity, or any allegations of fraud or suspected fraud involving management or employees.

9. In accordance with RCW 43.09.200, all transactions have been properly recorded in the financial records.

Additional representations related to the financial statements:

10. We acknowledge our responsibility for fair presentation of the financial statements and believe financial statements are fairly presented in accordance with the *Budgeting, Accounting and Reporting Standards Manual* (BARS Manual), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

11. We acknowledge our responsibility for establishing and maintaining effective internal control over financial reporting.

12. The financial statements properly classify all funds and activities.

13. Revenues are appropriately classified by fund and account in accordance with the BARS Manual.

14. Expenses are appropriately classified by fund and account, and allocations have been made on a reasonable basis.

15. Ending cash and investments are properly classified as reserved and unreserved.

16. Significant assumptions we used in making accounting estimates are reasonable.

17. The following have been properly classified, reported and disclosed in the financial statements. as applicable:

a. Interfund, internal, and intra-entity activity and balances,

b. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

c. Joint ventures and other related organizations.

d. Guarantees under which the government is contingently liable.

e. All events occurring subsequent to the fiscal year end through the date of this letter that would require adjustment to, or disclosure in, the financial statements.

f. Effects of all known actual or possible litigation, claims, assessments, violations of laws, regulations, contracts or grant agreements and other loss contingencies.

18. We have accurately disclosed to you all known actual or possible pending or threatened litigation, claims or assessments whose effects should be considered when preparing the financial statements. We have also accurately disclosed to you the nature and extent of our consultation with outside attorneys concerning litigation, claims and assessments.

19. We acknowledge our responsibility to include all necessary and applicable disclosures required by the BARS Manual, including:

a. Description of the basis of accounting, summary of significant accounting policies and how this differs from Generally Accepted Accounting Principles (GAAP).

b. Disclosures similar to those required by GAAP to the extent they are applicable to items reported in the financial statements.

c. Any additional disclosures beyond those specifically required by the BARS Manual that may be necessary for the statements to be fairly presented.

20. We have disclosed to you all significant changes to the methods of measurement and presentation of supplementary information, reasons for any changes and all significant assumptions or interpretations underlying the measurement or presentation.

21. We believe there are no uncorrected misstatements that would be material individually and in the aggregate to the financial statements taken as a whole.

22. We acknowledge our responsibility not to publish any document containing the audit report with any change in the financial statements, supplementary and other information referenced in the auditor's report. We will contact the auditor if we have any needs for publishing the audit report with different content included.

Sara Crouch, Fiscal Agent

Bek Ashby, Executive Board Chair

SFY 2021 Invoices

Approved 20 August 2021

ACTION ITEM

To: PRTPO Executive Board
From: Thera Black, PRTPO Coordinator
Date: August 13, 2021
Subject: **SFY 2021 4th Quarter Expense Voucher Approval**

REQUESTED ACTION:

Approve 4th quarter expenditures for the SFY 2021 Unified Planning Work Program in the amount of $39,855.92.

Overview

The PRTPO Executive Board is responsible for approving quarterly expenditures submitted to WSDOT for reimbursement. The attached invoice was prepared by the Fiscal Administrator, reviewed and authorized by the Executive Committee and approved for inclusion on the Executive Board consent calendar.

The budget summary report is below.

Attachment:

- *SFY 2021 4th Quarter Invoice Reimbursement Package*

Peninsula Regional Transportation Planning Organization
SFY 2021 UPWP Budget Report - Quarter 4
April 1, 2021 - June 30, 2021

Work Program Element	SFY 2020 Actual	SFY 2021 Budget	Total 20-21 Biennium	Previous Expenditures	Current Expenditures	State RTPO Revenues*	Remaining Budget
Program Administration	$ 96,540	$ 79,012	**$ 175,552**	$ 167,637	$ 20,281	$ 187,918	**$ (12,366)**
Transportation Planning	$ 15,957	$ 48,573	**$ 64,530**	$ 54,239	$ 12,650	$ 66,889	**$ (2,359)**
Regional TIP	$ 7,501	$ 7,960	**$ 15,461**	$ 13,634	$ 1,853	$ 15,487	**$ (26)**
Other RTPO Planning Duties	$ -	$ 48,600	**$ 48,600**	$ 28,777	$ 5,072	$ 33,849	**$ 14,751**
Totals	$ 119,998	$ 184,145	$ 304,143	$ 264,287	$ 39,856	$ 304,143	$ -

** PRTPO uses State RTPO revenue only.*

Acronyms:

RTPO	Regional Transportation Planning Organization
SFY	State Fiscal Year (July 1 - June 30)
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program

RTPO PLANNING INVOICE VOUCHER

Peninsula RTPO / Jefferson Transit
63 4 Corners Road
Port Townsend, WA 98368
Vendor # 911124781

Agreement # GCB 3096

Invoice Date 7/14/2021

Billing Time Period
April 1, 2021 - June 30

RTPO's Certification: I certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age. I certify that I have authorized signature authority.

SIGNATURE: Edward Coviello — Digitally signed by Edward Coviello, DN: cn=Edward Coviello, o=Kitsap Transit, ou=Planner, email=edwardc@kitsaptransit.com, c=US, Date: 2021.07.14 14:01:11 -07'00' — DATE: 7/14/2021

TITLE: Peninsula RTPO / Kitsap Transit

TOTAL RTPO REIMBURSEMENT requested this invoice: **$39,855.92**

Allocation Authorized	$304,143.00
Biennium-to-Date	$304,143.00
Allocation Balance	$0.00

WORK ELEMENT	DESCRIPTION	Prior Biennium-TO-DATE Expenditures	CURRENT PERIOD EXPENDITURES	Biennium - TO-DATE Expenditures
Program Administration	Salaries	$25,938.87	$2,761.22	$28,700.09
	Travel	$5,114.72	$0.00	$5,114.72
	Consultants	$97,636.20	$8,800.00	$106,436.20
	Miscellaneous	$38,946.87	$8,720.06	$47,666.93
	Total	$167,636.66	$20,281.28	$187,917.94
Transportation Planning	Salaries	$8,365.74	$0.00	$8,365.74
	Travel	$0.00	$0.00	$0.00
	Consultants	$44,750.00	$12,650.00	$57,400.00
	Miscellaneous	$1,123.65	$0.00	$1,123.65
	Total	$54,239.39	$12,650.00	$66,889.39
Data Collection and Analysis	Salaries	$0.00	$0.00	$0.00
	Travel	$0.00	$0.00	$0.00
	Consultants	$0.00	$0.00	$0.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$0.00	$0.00	$0.00
Transportation Improvement Program	Salaries	$10,290.46	$1,089.80	$11,380.26
	Travel	$0.00	$0.00	$0.00
	Consultants	$2,400.00	$0.00	$2,400.00
	Miscellaneous	$943.80	$763.00	$1,706.80
	Total	$13,634.26	$1,852.80	$15,487.06
RTPO Planning Duties	Salaries	$1,776.77	$871.84	$2,648.61
	Travel	$0.00	$0.00	$0.00
	Consultants	$12,400.00	$4,200.00	$16,600.00
	Miscellaneous	$14,600.00	$0.00	$14,600.00
	Total	$28,776.77	$5,071.84	$33,848.61
	TOTAL RTPO Reimbursement	$264,287.08	$39,855.92	$304,143.00

RTPO	Peninsula RTPO / Jefferson Transit
Billing Time Period	April 1, 2021 - June 30

TPO Reviewer	Date
Edward Coviello	7/14/2021

RTPO UPWP ACTIVITY DETAIL

ELEMENT From Page 1

ACTIVITY Description - work completed during billing period - and STATUS to date

Program Administration

1. Meeting Support. Provided staff support for April and June Executive Board and Executive Committee meetings, and May TAC meeting. Support included agenda setting and coordination, development of staff reports and meeting materials, remote meeting hosting and logistics, participation in meetings, recaps, meeting videos posted online, correspondence and follow-up as needed. (on-going)

2. Communication and Information. Maintained PRTPO website, posting updated materials and meeting information. Maintained PRTPO's YouTube channel, posting content associated with work program activities. Responded to inquiries and requests for information. (on-going)

3. Title VI Compliance. Continued to monitor for Title VI complaints; none were received. (on-going)

4. PRTPO Support. Completed the biennial review of PRTPO's Bylaws. Completed procurement process for end-of-biennium services contract with DKS for electric vehicle planning support. Completed an amendment of PRTPO's Procurement policy. Developed regular PRTPO Coordinator updates to keep members apprised of relevant transportation planning activities outside the PRTPO work program. Monitored state and federal funding activities and forwarded information to members as warranted. Responded to member requests for information. Maintained fees and insurance. (on-going)

5. UPWP Management. Prepared a draft and final UPWP for SFY 2022-2023 for review by the Board, TAC, and WSDOT. Completed new WSDOT funding agreement. Monitored UPWP budget expenditures and tasks in light of biennium end. Completed 3rd Quarter invoicing for WSDOT and updated the budget report for Board members. (complete and on-going)

6. Accounting. Completed a full audit with the State Auditors Office. Completed regular, on-going accounting and invoicing activities. Submitted SFY 2021 3rd quarter invoice for PRTPO expenses. Met with WSDOT staff for overview of PRTPO accounting activities and coordination with WSDOT. Maintained software. Invoice expenses include $4,184.70 for the SAO audit. (on-going)

7. Lead Agency Communication and Coordination. Conducted routine phone calls, emails, and video meetings as needed to ensure overall program coordination. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Transportation Planning

1. Long-Range Planning. Developed on-line working inventory of resources to support greater readiness for electric vehicles (EV). Worked with consultant to evaluate state of the practice and feasible strategies for PRTPO pursuit. Convened an informational work session with consultant and WSDOT Innovative Partnerships Office for members and other EV stakeholders to learn about the ZEVIP grant program expected to be released in August, and followed up as needed. Conducted a member poll about EV readiness at the agency level and resources needed; worked with consultant to identify information to address those needs. Began scoping the 2040 RTP biennial review process. Invoice expenses include $4,500 for EV consulting services from DKS. (on-going)

2. Regional Coordination and Collaboration. Convened an indepth training session in April from TranTech on managing federally funded local projects for PRTPO members and extended invite to surrounding RTPOs; posted a video of the training and materials online and followed up as needed with individual attendees. Responded to final survey on the Investment Strategy Work Group and participated in a close-out interview with their consultant. Participated in the May meeting of MPOs and RTPOs, and the statewide MPO/RTPO Coordinating Committee meeting. Participated in the June meeting of stand-alone RTPOs. Worked with organizers promoting designation of the Olympic Discovery Trail as part of the USBRS to brief the TAC in May and followed up regarding next steps towards designation. Worked with locals to review current Freight and Goods Transportation System designations and develop updates where needed. Completed FGTS designation reports and submitted to WSDOT Freight Office. (on-going)

3. Tribal Consultation. Maintained on-going communications with tribal members. Established relationship with Quinault Indian Nation and began including them in PRTPO communication and coordination activities. (on-going)

4. Human Services Transportation Planning. Worked with WSDOT on matters related to HSTP funding support in SFY 2022-2023. Reviewed issues and opportunities with using federal funds in PRTPO work program. Scoped work outline for HSTP update including approaches with and without additional funding support. (on-going)

5. Transportation Outlook. Began early coordination activities to update the 2021 Transportation Outlook and associated legislative education efforts. (on-going)

6. Regional Grants Administration. Forwarded information from WSDOT to local agencies about OA targets and sanction implications for all of their federally funded projects, not just STBG or TAP. Provided them with clear, easy to understand information about the targets and ramifications of delayed obligations. Responded to questions from Consolidated Grants applicants and met with WSDOT Public Transportation Office staff to debrief on the overall process. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Transportation Improvement Program

1. Develop and Maintain Regional TIP. Complete one amendment to the 2021-2026 RTIP. Worked with local agencies to answer questions about the RTIP and support them as they develop their new TIPs. Evaluated ways that the new GIS mapping tools will be able to support the RTIP while increasing public access to information about state and local projects. (on-going)

2. Monitor Obligation Authority for Federally Funded Projects. Monitored obligation status reports from WSDOT Local Programs and responded to agency inquiries about the OA policy to sanction unobligated funds on August 1st. This was a featured discussion of the TAC in May. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Other PRTPO Activities in SFY 2021

1. GIS Services Contract. Worked with contractor to set up the GIS account and begin developing the mapping applications and tools that will support on-going work program activities. Invoice expenses include $14,300 for a one-year GIS services contract with the Association for Washington Cities. (on-going)

2. PRTPO Website Overhaul. (complete)

3. Title VI Plan Update. Completed a draft Title VI Plan and presented to the Board for review. Sent the final draft plan to WSDOT EOE for review before adoption by the Board in August. (on-going)

4. Public Participation Plan Update. Completed a draft and final PRTPO Public Participation Protocols and posted online. (complete)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Unless otherwise noted, the work described in this form was performed by lead agency and contract staff.

SIGNATURE	TITLE	DATE
Edward Coviello Digitally signed by Edward Coviello DN: cn=Edward Coviello, o=Kitsap Transit, ou=Planner, email=edward.c@kitsaptransit.com, c=US Date: 2021.07.14 14:03:20 -07'00'	Transportation and Land Use Planner	7/14/2021

Approved 16 April 2021

ACTION ITEM

To: PRTPO Executive Board
From: Thera Black, PRTPO Coordinator
Date: April 9, 2021
Subject: **SFY 2021 3rd Quarter Expense Voucher Approval**

REQUESTED ACTION:

Approve 3rd quarter expenditures for the SFY 2021 Unified Planning Work Program in the amount of $62,968.

Overview

The PRTPO Executive Board is responsible for approving quarterly expenditures submitted to WSDOT for reimbursement. The attached invoice was prepared by the Fiscal Administrator, reviewed and authorized by the Executive Committee and approved for inclusion on the Executive Board consent calendar.

The budget summary report is below.

Attachment:

- *SFY 2021 3rd Quarter Invoice Reimbursement Package*

Work Program Element	SFY 2020 Actual	SFY 2021 Budget	Total 20-21 Biennium	Previous Expenditures	Current Expenditures	State RTPO Revenues*	Remaining Budget
Program Administration	$ 96,540	$ 79,012	**$ 175,552**	$ 138,787	$ 28,849	$ 167,637	**$ 7,915**
Transportation Planning	$ 15,957	$ 48,573	**$ 64,530**	$ 38,381	$ 15,858	$ 54,239	**$ 10,291**
Regional TIP	$ 7,501	$ 7,960	**$ 15,461**	$ 12,689	$ 945	$ 13,634	**$ 1,827**
Other RTPO Planning Duties	$ -	$ 48,600	**$ 48,600**	$ 11,462	$ 17,315	$ 28,777	**$ 19,823**
Totals	**$ 119,998**	**$ 184,145**	**$ 304,143**	**$ 201,319**	**$ 62,968**	**$ 264,287**	**$ 39,856**

**** PRTPO uses State RTPO revenue only.***

RTPO PLANNING INVOICE VOUCHER

Peninsula RTPO / Jefferson Transit
63 4 Corners Road
Port Townsend, WA 98368
Vendor # 911124781

Agreement # GCB 3096

Invoice Date 4/8/2021

Billing Time Period
January 1, 2021 - March 31, 2021

RTPO's Certification: I certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age. I certify that I have authorized signature authority.

SIGNATURE DATE

4/8/2021

TITLE Peninsula RTPO / Kitsap Transit

TOTAL RTPO REIMBURSEMENT requested this invoice **$62,967.75**

Allocation Authorized	$304,143.00
Biennium-to-Date	$264,287.08
Allocation Balance	$39,855.92

WORK ELEMENT	DESCRIPTION	Prior Biennium-TO-DATE Expenditures	CURRENT PERIOD EXPENDITURES	Biennium - TO-DATE Expenditures
Program Administration	Salaries	$24,195.19	$1,743.68	$25,938.87
	Travel	$5,114.72	$0.00	$5,114.72
	Consultants	$84,586.20	$13,050.00	$97,636.20
	Miscellaneous	$24,891.26	$14,055.61	$38,946.87
	Total	$138,787.37	$28,849.29	$167,636.66
Transportation Planning	Salaries	$6,731.04	$1,634.70	$8,365.74
	Travel	$0.00	$0.00	$0.00
	Consultants	$31,650.00	$13,100.00	$44,750.00
	Miscellaneous	$0.00	$1,123.65	$1,123.65
	Total	$38,381.04	$15,858.35	$54,239.39
Data Collection and Analysis	Salaries	$0.00	$0.00	$0.00
	Travel	$0.00	$0.00	$0.00
	Consultants	$0.00	$0.00	$0.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$0.00	$0.00	$0.00
Transportation Improvement Program	Salaries	$9,745.56	$544.90	$10,290.46
	Travel	$0.00	$0.00	$0.00
	Consultants	$2,000.00	$400.00	$2,400.00
	Miscellaneous	$943.80	$0.00	$943.80
	Total	$12,689.36	$944.90	$13,634.26
RTPO Planning Duties	Salaries	$961.56	$815.21	$1,776.77
	Travel	$0.00	$0.00	$0.00
	Consultants	$10,500.00	$1,900.00	$12,400.00
	Miscellaneous	$0.00	$14,600.00	$14,600.00
	Total	$11,461.56	$17,315.21	$28,776.77
	TOTAL RTPO Reimbursement	$201,319.33	$62,967.75	$264,287.08

RTPO	Peninsula RTPO / Jefferson Transit
Billing Time Period	January 1, 2021 - March 31, 2021

TPO Reviewer	Date
Edward Coviello	4/8/2021

RTPO UPWP ACTIVITY DETAIL

ELEMENT From Page 1

ACTIVITY Description - work completed during billing period - and STATUS to date

Program Administration

1. Meeting Support. Provided staff support for February Executive Board and Executive Committee meeting, and January TAC meetings, as well as prep for April Executive Committee and Executive Board meetings. Provided webinar logistics and scheduling support for technical training session in April. Support included agenda setting and coordination, development of staff reports and meeting materials, remote meeting hosting and logistics, participation in meetings, recaps, correspondence and follow-up as needed. (on-going)

2. Communication and Information. Maintained PRTPO website, posting updated materials and meeting information. Responded to inquiries and requests for information. (on-going)

3. Title VI Compliance. Continued on-going monitoring for Title VI complaints; none were received. (on-going)

4. PRTPO Support. Conducted a complete procurement process for GIS services contract. Developed new WSDOT-approved PRTPO contract template. Developed PRTPO Resource Manual 2.0 and posted online. Developed a PRTPO "Quick Start Guide" for new Executive Board members and conducted orientation sessions with new members. Conducted member outreach to obtain 2021 appointments, and updated distribution lists and records. Developed regular PRTPO Coordinator updates to keep members apprised of relevant transportation planning activities outside the PRTPO work program. Monitored state and federal funding activities and forwarded information to members as warranted. Met with Senator Cantwell's staff to introduce him to the region and its transportation priorities. Responded to member requests for PRTPO letters of support and consistency for federal funding opportunities. (on-going)

5. UPWP Management. Monitored UPWP budget expenditures and tasks in light of biennium end. Worked with Board to identify end-of-year services to support UPWP task elements. Completed 2nd Quarter write-up for WSDOT and updated the budget report for Board members. Developed draft SFY 2022-2023 work program and budget for internal review. (complete and on-going)

6. Accounting. Completed regular, on-going accounting and invoicing activities. Submitted SFY 2021 2nd quarter invoice for PRTPO expenses. (on-going)

7. Lead Agency Communication and Coordination. Conducted routine phone calls, emails, and video meetings as needed to ensure overall program coordination. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Transportation Planning

1. Long-Range Planning. Reviewed plans pertaining to electric vehicle readiness and talked with subject matter experts on key considerations for PRTPO work going forward. Scoped an end-of-year services contract to develop an inventory of existing resources to support that work and obtained Executive Board support for procuring services. Conducted procurement process for micro-services contract of $4,500, interviewing two candidates with suitable qualifications. Identified preferred candidate and developed scope of work for review with the Board. Began a sweep of information with PRTPO members and others. (on-going)

2. Regional Coordination and Collaboration. Reviewed materials and products of the WSDOT Statewide Strategic Investment Work Group Meeting 8 and met with Olympic Region Administrator to discuss path going forward, including briefing with Executive Board. Participated in the February 22-23 meetings of the RTPOs and the statewide MPO/RTPO Coordinating Committee with WSDOT. Participated in the February 17 meeting of rural-only RTPOs. Met with Todd O'Briend of QuadCo to discuss rural STBG coordination efforts and strategies for Peninsula region in mitigating impacts on local agencies. Engaged the North Olympic Development Council to understand current efforts regarding system electrification and resilience. Worked with WSDOT Local Programs to obtain training support for local agencies on managing federally funded projects (FHWA). It is still uncertain when that training will be available, so scheduled an April training session with TranTech Engineering and worked on the logistics and content for that event. Monitored early efforts at designating the Olympic Discovery Trail as a part of the US Bike Route System (USBRS) and corresponded with stakeholders. (on-going)

3. Tribal Consultation. Extended formal invitation to tribes without an active interlocal agency agreement with PRTPO to become active members. Extended a formal invitation to the Quinault Indian Nation to become a member of PRTPO. Submitted documentation of outreach to WSDOT. (on-going)

4. Human Services Transportation Planning. Completed an amendment of the Human Services Transportation Plan to amend in the projects recommended for funding through the Consolidated Grants process, including public review. Posted the updated plan online. Worked with the region's transit agencies to sketch out an engagement approach for coordinated human services transportation planning in the SFY 2022-2023 biennium, for inclusion in the draft UPWP to be considered by the Executive Board in April. (on-going)

5. Transportation Outlook 2021. Finalized materials for use in general outreach and education, and posted on-line. Distributed as appropriate. (on-going)

6. Regional Grants Administration. Convened a six-person review panel to evaluate and recommend a priority ranking. Developed Pairwise forced-choice evaluation tool and other meeting materials, and convened a virtual work session via Zoom. Worked that recommendation through the TAC and the Executive Board with a concurrent amendment to the Human Services Transportation Plan to amend in the recommended projects. Finalized the recommendation in February and sent results to WSDOT. Corresponded with applicants and posted results online. Developed draft and final TAP report for Local Programs. (Complete)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Transportation Improvement Program

1. Develop and Maintain Regional TIP. Participated in STIP training offered by Local Programs. Responded to questions from and provided support to local agency staff. (on-going)

2. Monitor Obligation Authority for Federally Funded Projects. Monitored obligation status reports from WSDOT Local Programs and responded to agency inquiries about the OA policy to sanction unobligated funds on August 1st. This was a featured discussion of the TAC in January. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Other PRTPO Activities in SFY 2021

1. GIS Services Contract. Reviewed GIS needs in light of end-of-year budget situation and proposed a small services contract to the TAC, Executive Committee, and Executive Board. Obtained Board support to pursue services as a part of its UPWP amendment. Researched GIS service needs and met with representatives to learn about their services and pricing structure. Developed a decision based on cost, range and scaleability of services, and compatibility with PRTPO's near- and long-term needs. Began laying groundwork to launch work in April. (on-going)

2. PRTPO Website Overhaul. Completed the overhaul of PRTPO's new website and training for the PRTPO Coordinators. (complete)

3. Title VI Plan Update. Reviewed WSDOT requirements and guidance, as well as examples from other states. (on-going)

4. Public Participation Plan Update. Identified examples of simple, effective outlines for use in a community engagement framework for an organization like PRTPO. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

The work noted in this form is provided by consultant and lead agency staff.

SIGNATURE	TITLE	DATE
	Transportation and Land Use Planner	04/05/21

Approved 19 February 2021

Peninsula Regional Transportation Planning Organization
SFY 2021 UPWP Budget Report - Quarter 2
October 1, 2020 - December 31, 2020

Budget Amendment Approved 12.18.20

Work Program Element	SFY 2020 Actual	SFY 2021 Budget	Total 20-21 Biennium	Previous Expenditures	Current Expenditures	State RTPO Revenues*	Remaining Budget
Program Administration	$ 96,540	$ 79,012	**$ 175,552**	$ 118,525	$ 20,262	$ 138,787	**$ 36,765**
Transportation Planning	$ 15,957	$ 48,573	**$ 64,530**	$ 21,697	$ 16,684	$ 38,381	**$ 26,149**
Regional TIP	$ 7,501	$ 7,960	**$ 15,461**	$ 10,174	$ 2,516	$ 12,689	**$ 2,772**
Other RTPO Planning Duties	$ -	$ 48,600	**$ 48,600**	$ 10,112	$ 1,350	$ 11,462	**$ 37,138**
Totals	$ 119,998	$ 184,145	$ 304,143	$ 160,507	$ 40,812	$ 201,319	$ 102,824

**** PRTPO uses State RTPO revenue only.***

Acronyms:

RTPO	Regional Transportation Planning Organization
SFY	State Fiscal Year (July 1 - June 30)
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program

RTPO PLANNING INVOICE VOUCHER

Peninsula RTPO / Jefferson Transit
63 4 Corners Road
Port Townsend, WA 98368
Vendor # 911124781

RTPO's Certification: I certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age. I certify that I have authorized signature authority.

SIGNATURE: Edward Coviello — Digitally signed by Edward Coviello, DN: cn=Edward Coviello, o=Kitsap Transit, ou=Planner, email=edward@kitsaptransit.com, c=US, Date: 2021.01.21 13:44:51 -08'00'

DATE: 1/21/2021

TITLE: Peninsula RTPO / Kitsap Transit

Agreement # GCB 3096

Invoice Date 1/21/2021

Billing Time Period
October 1, 2020 - December 31, 2020

TOTAL RTPO REIMBURSEMENT requested this invoice: **$40,812.27**

Allocation Authorized	$304,143.00
Biennium-to-Date	$201,319.33
Allocation Balance	$102,823.67

WORK ELEMENT	DESCRIPTION	Prior Biennium-TO-DATE Expenditures	CURRENT PERIOD EXPENDITURES	Biennium - TO-DATE Expenditures
Program Administration	Salaries	$18,487.74	$5,707.45	$24,195.19
	Travel	$5,114.72	$0.00	$5,114.72
	Consultants	$73,586.20	$11,000.00	$84,586.20
	Miscellaneous	$21,336.28	$3,554.98	$24,891.26
	Total	$118,524.94	$20,262.43	$138,787.37
Transportation Planning	Salaries	$6,047.00	$684.04	$6,731.04
	Travel	$0.00	$0.00	$0.00
	Consultants	$15,650.00	$16,000.00	$31,650.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$21,697.00	$16,684.04	$38,381.04
Data Collection and Analysis	Salaries	$0.00	$0.00	$0.00
	Travel	$0.00	$0.00	$0.00
	Consultants	$0.00	$0.00	$0.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$0.00	$0.00	$0.00
Transportation Improvement Program	Salaries	$7,745.56	$2,000.00	$9,745.56
	Travel	$0.00	$0.00	$0.00
	Consultants	$2,000.00	$0.00	$2,000.00
	Miscellaneous	$428.00	$515.80	$943.80
	Total	$10,173.56	$2,515.80	$12,689.36
RTPO Planning Duties	Salaries	$961.56	$0.00	$961.56
	Travel	$0.00	$0.00	$0.00
	Consultants	$9,150.00	$1,350.00	$10,500.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$10,111.56	$1,350.00	$11,461.56
	TOTAL RTPO Reimbursement	$160,507.06	$40,812.27	$201,319.33

RTPO	Peninsula RTPO / Jefferson Transit
Billing Time Period	October 1, 2020 - December 31, 2020

TPO Reviewer	Date
Edward Coviello	1/21/2021

RTPO UPWP ACTIVITY DETAIL

ELEMENT From Page 1

ACTIVITY Description - work completed during billing period - and STATUS to date

Program Administration

1. Meeting Support. Provided staff support for October Executive Board meeting, November TAC meeting, and December Executive Committee and Executive Board meetings. Support included agenda setting and coordination, development of staff reports and meeting materials, remote meeting hosting and logistics, participation in meetings, recaps, correspondence and follow-up as needed. (on-going)

2. Communication and Information. Provided input to WA State Transportation Commission write-up on PRTPO for Commission's Annual Report.Arranged briefing from Commission staff on Road Usage Charge for Executive Board and posted video of briefing online. Maintained PRTPO website, posting updated materials and meeting information. (on-going)

3. Title VI Compliance. Completed and submitted Title VI Assurances. Continued on-going monitoring for Title VI complaints; none were received. (on-going)

4. PRTPO Support. Completed amendment to PRTPO Invoice Reimbursement Policy. Updated PRTPO Resource Manual and posted Version 1.2 online. Developed regular PRTPO Coordinator updates to keep members apprised of relevant transportation planning activities outside the PRTPO work program. Updated technology platform to support evolving PRTPO meeting needs. Supported member requests for PRTPO letters of support and consistency for statewide competitive grants. (on-going)

5. UPWP Management. Monitored UPWP budget expenditures and completed first amendment to the SFY 2021 UPWP to increase the amount of carryover funds from SFY 2020 and rebalance the budget between Tasks 3 and 4. Reviewed guidance for SFY 2022-23 UPWP and began sketching budget outlines for a two-year UPWP. (complete and on-going)

6. Accounting. Completed regular, on-going accounting and invoicing activities. Submitted SFY 2021 1st quarter invoice for PRTPO expenses. Completed audit report and participated in state audit. (on-going)

7. Lead Agency Communication and Coordination. Conducted routine phone calls, emails, and video meetings as needed to ensure overall program coordination. Continued to monitor public health responses to Covid-19 and expanded PRTPO's meeting hosting capacity. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Transportation Planning

1. Long-Range Planning. Worked with TAC and Executive Board to identify priority areas of follow-up identified during the 2040 RTP outreach efforts, preparing briefing papers and conducted preliminary assessment of opportunities related to climate change response and to resiliency planning. Work plan details to be developed during SFY 2022-23 UPWP. (on-going)

2. Regional Coordination and Collaboration. Participated in two meetings of the WSDOT Statewide Strategic Investment Work Group and follow-up with WSDOT staff. Maintained coordination and awareness of activities with PRTPO leadership and Executive Board. Worked with TAC and Executive Board to identify viable measures PRTPO will pursue to improve the use of federal funds by local agencies engaged in rural STBG funding programs; prepared white paper outlining needs and strategies. Participated in the November 16-17 meetings of the RTPOs, and the statewide MPO/RTPO Coordinating Committee with WSDOT. Participated in the final inter-regional coordination activities around PSRC's Passenger-only Ferry Study and forwarded information to PRTPO members about final webinars. Provided input to WSDOT on community engagement activities for the Highway System Plan update. Promoted open house and public comment opportunities for the Statewide Human Services Transportation Plan with members and online. Met virtually with local staff from Sequim and from Clallam County to review local and regional efforts underway for consistency and coordination. (on-going)

3. Tribal Consultation. Met virtually with new Public Works Director for the Lower Elwha Klallam Tribe to learn about transportation and land use efforts underway, share information about PRTPO, and explore areas for further coordination and collaboration. Helped make introductions between the new director and Clallam Transit staff. Also helped make introductions between new human services provider in Mason County with Squaxin Island Transit management. (on-going)

4. Human Services Transportation Planning. Met virtually with the new service provider in Mason County, Coastal Community Action Program, to learn more about the *Driven to Opportunities* program they offer, the needs of their clientele, and opportunities to make connections. Provided introduction to Squaxin Island Transit and Mason Transit Authority management teams. Met virtually with a Board member from ECHHO to learn about the long-standing Jefferson County program and client needs. (on-going)

5. Transportation Outlook 2021. Hosted three forums for the region's legislators (24th, 35th, and 23rd/26th districts). Provided logistics and coordination support, prepared presentation and other meeting materials, and followed up on inquiries. Provided support to regional policy makers. Developed website presence and identified follow-up activities to support information and response needs. (on-going)

6. Regional Grants Administration. Developed materials and process for evaluating and ranking Consolidated Grants applications submitted to WSDOT by applicants in the Peninsula region. Prepared process materials and coordinated with applicants on obtaining materials. Worked to address COVID-related issues, arranging for recorded video presentations from each project applicant to support the review process. Presentations were posted online for access by reviewers. Recruited a six-person review panel and prepared review materials to support an evaluation and ranking work session on January 7th. Maintained abundant correspondence and coordination with reviewers and applicants. (underway)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Transportation Improvement Program

1. Develop and Maintain Regional TIP. Concluded public review of draft RTIP and prepared final document and report for Executive Board review and action in October. Transmitted RTIP to WSDOT Local Programs. Responded to questions from and provided support to local agency staff. (on-going)

2. Monitor Obligation Authority for Federally Funded Projects. Monitored obligation status reports from WSDOT Local Programs and responded to agency inquiries about the OA policy. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Other PRTPO Activities in SFY 2021

1. PRTPO Legislative Agenda. Convened the Legislative Work Group for a final meeting upon conclusion of the forums to discuss major take-aways and potential next steps for Board consideration in December. Worked with the Executive Committee and Executive Board to identify appropriate information response and educational opportunities for the region's legislators. (complete)

2. PRTPO Website Overhaul. Completed the overhaul of PRTPO's new website and training for the PRTPO Coordinators. (complete)

3. Title VI Plan Update. Reviewed plans and processes from rural regions for good examples of effective engagement and products, as input to the update of PRTPO's plan in the second half of the fiscal year. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

The work noted in this form is provided by consultant and lead agency staff.

SIGNATURE	TITLE	DATE
Edward Coviello Digitally signed by Edward Coviello DN: cn=Edward Coviello, o=Kitsap Transit, ou=Planner, email=edwardc@kitsaptransit.com, c=US Date: 2021.01.21 13:45:20 -08'00'	Transportation and Land Use Planner	01/21/2021

Approved 16 October 2020

Peninsula Regional Transportation Planning Organization
SFY 2021 UPWP Budget Report - Quarter 1
July 1, 2020 - September 30, 2020

Work Program Element	SFY 2020 Actual	SFY 2021 Budget	Total 20-21 Biennium	Previous Expenditures	Current Expenditures	State RTPO Revenues*	Remaining Budget
Program Administration	$ 96,540	$ 79,012	**$ 175,552**	$ 96,540	$ 21,985	$ 118,525	**$ 57,027**
Transportation Planning	$ 15,957	$ 46,200	**$ 62,157**	$ 15,957	$ 5,740	$ 21,697	**$ 40,460**
Regional TIP	$ 7,501	$ 12,760	**$ 20,261**	$ 7,501	$ 2,673	$ 10,174	**$ 10,087**
Other RTPO Planning Duties	$ -	$ 34,300	**$ 34,300**	$ -	$ 10,112	$ 10,112	**$ 24,188**
Totals	**$ 119,998**	**$ 172,272**	**$ 292,270**	**$ 119,998**	**$ 40,509**	**$ 160,507**	**$ 131,763**
			$ 304,143	*Approved 2020-21 Biennial RTPO Budget*			
			$ 11,873	*Remaining SFY 2020 carryover. Remaining budget =*			*$ 143,636*

**** PRTPO uses State RTPO revenue only.***

Acronyms:

RTPO	Regional Transportation Planning Organization
SFY	State Fiscal Year (July 1 - June 30)
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program

RTPO PLANNING INVOICE VOUCHER

Peninsula RTPO / Jefferson Transit
63 4 Corners Road
Port Townsend, WA 98368
Vendor # 911124781

Agreement # GCB 3096

Invoice Date 10/2/2020

Billing Time Period
July 1, 2020 - Sept. 30, 2020

RTPO's Certification: I certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age. I certify that I have authorized signature authority.

SIGNATURE DATE

10/2/2020

TITLE Peninsula RTPO / Kitsap Transit

TOTAL RTPO REIMBURSEMENT requested this invoice **$40,509.04**

Allocation Authorized	$304,143.00
Biennium-to-Date	$160,507.06
Allocation Balance	$143,635.94

WORK ELEMENT	DESCRIPTION	Prior Biennium-TO-DATE Expenditures	CURRENT PERIOD EXPENDITURES	Biennium - TO-DATE Expenditures
Program Administration	Salaries	$13,200.41	$5,287.33	$18,487.74
	Travel	$5,114.72	$0.00	$5,114.72
	Consultants	$63,536.20	$10,050.00	$73,586.20
	Miscellaneous	$14,688.40	$6,647.88	$21,336.28
	Total	$96,539.73	$21,985.21	$118,524.94
Transportation Planning	Salaries	$5,557.40	$489.60	$6,047.00
	Travel	$0.00	$0.00	$0.00
	Consultants	$10,400.00	$5,250.00	$15,650.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$15,957.40	$5,739.60	$21,697.00
Data Collection and Analysis	Salaries	$0.00	$0.00	$0.00
	Travel	$0.00	$0.00	$0.00
	Consultants	$0.00	$0.00	$0.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$0.00	$0.00	$0.00
Transportation Improvement Program	Salaries	$5,700.89	$2,044.67	$7,745.56
	Travel	$0.00	$0.00	$0.00
	Consultants	$1,800.00	$200.00	$2,000.00
	Miscellaneous	$0.00	$428.00	$428.00
	Total	$7,500.89	$2,672.67	$10,173.56
RTPO Planning Duties	Salaries	$0.00	$961.56	$961.56
	Travel	$0.00	$0.00	$0.00
	Consultants	$0.00	$9,150.00	$9,150.00
	Miscellaneous	$0.00	$0.00	$0.00
	Total	$0.00	$10,111.56	$10,111.56
	TOTAL RTPO Reimbursement	$119,998.02	$40,509.04	$160,507.06

RTPO	Peninsula RTPO / Jefferson Transit
Billing Time Period	July 1, 2020 - Sept. 30, 2020

TPO Reviewer	Date
Edward Coviello	10/2/2020

RTPO UPWP ACTIVITY DETAIL

ELEMENT From Page 1

ACTIVITY Description - work completed during billing period - and STATUS to date

Program Administration

1. Meeting Support. Provided staff support for July TAC meeting, August Executive Committee and Executive Board meetings, and September TAC and Executive Committee meetings. Support included agenda setting and coordination, development of staff reports and meeting materials, remote meeting hosting and logistics, participation in meetings, recaps, correspondence and follow-up as needed. (on-going)

2. Communication and Information. Supported Chair and Past-Chair with presentation to the Washington State Transportation Commission on July 15th and coordinated with WSTC staff on preparation and scheduling logistics. Maintained PRTPO website, posting updated materials and meeting information. Updated contact lists for various PRTPO projects. (on-going)

3. Title VI Compliance. Continued on-going monitoring for Title VI complaints; none were received. Completed FFY 2020 Title VI Annual Report. (complete)

4. PRTPO Support. Developed draft amendment package for proposed modifications to the PRTPO Invoice Reimbursement Policy. Supported development of a contract extension for legal services. Developed regular PRTPO Coordinator updates to keep members apprised of relevant transportation planning activities outside the PRTPO work program. Supported member requests for PRTPO letters of support and consistency for statewide competitive grants. (on-going)

5. UPWP Management. Monitored UPWP budget expenditures and scoped first amendment to the SFY 2021 UPWP to increase the amount of carryover funds from SFY 2020. Completed the SFY 2020 UPWP Annual Report. (complete, and on-going)

6. Accounting. Completed regular, on-going accounting and invoicing activities. Submitted SFY 2020 4th quarter invoice for PRTPO expenses. Developed Budget Status Report for use in submitting the quarterly invoice package for Executive Board approval, beginning with the SFY 2020 4th quarter invoice package. Prepared for upcoming state audit. (on-going)

7. Lead Agency Communication and Coordination. Conducted routine phone calls, emails, and video meetings as needed to ensure overall program coordination. Continued to monitor public health responses to Covid-19, and explored ways of improving PRTPO's video meeting experience for all users. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Transportation Planning

1. Long-Range Planning. Launched an evaluation of follow-up measures to pursue in support of outstanding needs identified in the 2040 RTP, including work with the Executive Committee, Board, and TAC. (on-going)

2. Regional Coordination and Collaboration. Participated in five meetings of the WSDOT Statewide Strategic Investment Work Group and maintained coordination and awareness of activities with PRTPO leadership and Executive Board. Launched an inquiry into issues local agencies face in the allocation of rural STBG funds and the use of federal funds more broadly, and viable opportunities PRTPO might pursue to support local agencies, engaging the Executive Board and TAC as well as Local Programs staff. Participated in the August 17-18 meetings of the RTPOs, and the statewide MPO/RTPO Coordinating Committee with WSDOT. Participated in the first Rural RTPO Quarterly Summit with WSDOT planning staff and the other rural RTPOs across the state. Participated in inter-regional coordination activities around PSRC's Passenger-only Ferry Study and forwarded information to PRTPO members directly and via the PRTPO Coordinator report. Met with the WSDOT lead for public engagement on the statewide Highway System Plan to discuss strategies for effective engagement in highly rural settings and the upcoming outreach process. (on-going)

3. Tribal Consultation. Coordinated with tribal members on appropriate protocols for engaging with the state legislature during PRTPO functions. Continued to relay information to tribal members forwarded from WSDOT. (on-going)

4. Human Services Transportation Planning. Hosted a meeting with Dina Geiszler of OlyCAP to learn more about the transportation programs they offer on the highly rural west end, the needs of their clients, and partnership opportunities while also introducing her to PRTPO and regional transportation planning activities. (on-going)

5. Transportation Outlook 2021 Information Folio. Worked with the 2020 format to stimulate thinking about layout and design elements for the 2021 folio product, and developed a draft production format for preliminary review by the Executive Committee using final content elements generated by the Legislative Work Group. (on-going)

6. Regional Grants Administration. Participated in a coordination kick-off meeting with staff from the Public Transportation Division to get an overview of the 2020 Consolidated Grants program and RTPO expectations for the statewide process. Briefed Executive Board and TAC on upcoming process and activities, and provided information on the program to participants in the 2018 process. Maintained communications with WSDOT Community Liaison and PTD staff overseeing the grant. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Transportation Improvement Program

1. Develop and Maintain Regional TIP. Supported local agencies in developing their 2021-2026 TIPs, including inclusion of all projects selected by PRTPO for TAP funding. Coordinated with WSDOT for a Board briefing of all proposed WSDOT projects ahead of the RTIP review and approval process. Maintained close coordination with Nancy Huntley to ensure consistency between PRTPO's RTIP and the STIP. Made final revisions to the new PRTPO RTIP report format in response to WSDOT suggestions. Prepared a draft 2021-2026 RTIP and posted it for a 45-day public review period. Completed the TAC review and recommendation process, with Board approval scheduled for October. (on-going)

2. Monitor Obligation Authority for Federally Funded Projects. Obtained most current version of "final" OA policy from Local Programs HQ and provided that with an annotated version of Local Program's OA Quarterly Status Table for broad dissemination via the PRTPO Coordinator report. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

Other PRTPO Activities in SFY 2021

1. PRTPO Legislative Agenda. Convened a Legislative Work Group subcommittee of PRTPO to lead development of an organized legislative transportation framework for review and approval by the Board, to guide outreach activities in 2021 and beyond. This included three meetings of the LWG and two member polls to generate input and opinions on various concepts and develop a project list, as well as feedback from the Executive Board and TAC. Key data points were identified and produced, and draft graphics and folio content were drafted and handed off for production of a Transportation Outlook 2021 folio.Supported the scheduling and development of legislative forums for PRTPO's ex officio legislative members, to occur in late October and early November. Maintained close coordination with PRTPO leadership in carrying out their direction. (on-going)

2. PRTPO Website Overhaul. Developed a new PRTPO website built on a Squarespace platform and reorganized to better support current and future communication needs. Participated in training for site maintenance and updates. Site development activities progressed from early conceptual planning to final stages of development, with deployment anticipated for early October. (on-going)

3. Title VI Plan Update. Began scoping regulatory and data collection requirements and various process logistics for the region in preparation for a update of the plan later in this fiscal year. (on-going)

Please check the box if any activity was reimbursed from: ☐ STBG or ☐ HSTP

The work noted in this form is provided by consultant and lead agency staff.

SIGNATURE	TITLE	DATE
	Transportation and Land Use Planner	10/2/2020

SFY 2021 UPWP Annual Report

Finance

SFY 2021 ANNUAL REPORT

Of Performance and Expenditure

July 1, 2020 – June 30, 2021

Peninsula RTPO

UNIFIED PLANNING WORK PROGRAM

September 30, 2021

Introduction

This is the Annual Report of Performance and Expenditure for State Fiscal Year 2021, referred to here as the **Annual Report.** This 2021 Annual Report recaps work program activities undertaken by PRTPO between July 1, 2020 and June 30, 2021, the status of that work, and the actual expenditures to accomplish those work program activities compared to what was budgeted. It reflects the work of PRTPO's Executive Board, Technical Advisory Committee, and Executive Committee as supported by the PRTPO Coordinators, Lead Planning Agency – Kitsap Transit, and Fiscal Agent – Jefferson Transit, and in accordance with adopted PRTPO policies and procedures.

Work program activities summarized here are described in PRTPO's SFY 2021 Unified Planning Work Program, or UPWP. This SFY 2021 Annual Report is for activities described in the UPWP adopted by PRTPO in June 2020.

Expenditures summarized here were reviewed and authorized by the PRTPO Executive Committee and Executive Board each quarter, in accordance with PRTPO's Invoice Reimbursement Policy and with invoice substantiation for every expense. The Annual Report compiles those quarterly expenses into a single annual statement of costs and services received in compliance with state laws associated with the receipt and use of RTPO funds.

Annual Report Structure

This Annual Report is formatted to support state reporting requirements. It includes:

A summary of expenses incurred by UPWP work program activity area

A summary by UPWP task of work accomplished and its completion status

PRTPO's Revenue Source

PRTPO's work program activities are fully funded by state revenues administered by WSDOT and approved for use in carrying out the adopted UPWP. PRTPO is reimbursed for its expenses by WSDOT when it submits approved invoice and documentation for its expenditures.

The Annual Report is part of PRTPO's on-going accountability to WSDOT and the public in the administration and stewardship of these planning funds.

SFY 2021 Financial Summary

SFY 2021 Work Element	Expenditures* Budgeted	Actual
Program Administration	$79,012	$91,378
Transportation Planning	$48,573	$50,932
Data Collection & Analysis	$0	$0
Transportation Improvement Program	$7,960	$7,986
RTPO Planning Duties, Additional	$48,600	$33,849
Totals	**$184,145**	**$184,145**

**Note: All PRTPO revenues are State RTPO funds administered by WSDOT on a reimbursement basis. No other revenues funded SFY 2021 work program activities.*

Budget Narrative:

The original SFY 2021 budget was amended once to include an additional $11,873 in carryover funds from SFY 2020 in addition to the $20,000 originally estimated. Carryover funds primarily supported Other PRTPO Activities in SFY 2021 identified and directed by the Executive Board.

This was the first year the PRTPO developed and managed its own work program budget. Remaining transitional follow-up activities incurred more expense than originally estimated and PRTPO was able to dive a little deeper into RTP follow-up activities than originally planned. Those increased costs were offset by lower costs than expected to deliver some of the additional RTPO Planning Duties identified by the Executive Board.

Consultant Services in SFY 2021

- AWC GIS Consortium - $14,300 for 100 hours of GIS services to develop web applications
- DKS - $4,500 for consultant services for an EV inventory and assessment

This was the second budget year of the biennium. PRTPO concluded the biennium with no unexpended funds remaining.

Participation in Work Program Delivery:

Activities conducted in SFY 2021 involved active participation of PRTPO representatives on the Executive Committee, Executive Board, and Technical Advisory Committee, WSDOT Headquarters and Olympic Region staff, community members, and other stakeholders. Work was performed by Lead Planning Agency and Fiscal Agent with support from contract staff.

SFY 2021 Program Administration Summary

Purpose:

Program Administration provides on-going administrative services, accounting, and program management functions that support the overall regional transportation planning program.

Scope:

Program Administration includes core administrative duties related to the support and meeting management of PRTPO Executive Committee, Executive Board, and Technical Advisory Committee as well as any ad hoc work groups or subcommittees appointed by the Board. It includes basic public information and communication activities, Title VI compliance, UPWP development and management, and the development and maintenance of organizational resources and policies.

Work Performed:

a. **Meeting Support:** Provided meeting functions of the Executive Committee, Executive Board, Technical Advisory Committee, and ad hoc working groups. ***(on-going)***
b. **Public Information and Communications**: Maintained PRTPO website. Responded to public inquiries and requests for information. ***(on-going)***
c. **Title VI Compliance:** Monitored for Title VI complaints (none received). Completed the FFY 2020 Title VI Annual Report. ***(on-going)***
d. **PRTPO Support:** Responded to member requests for information, grant support, and other needs. Provided regular Coordinator Reports. Completed biennial review of bylaws. Developed and updated PRTPO Resource Manual. Completed annual appointments. Maintained insurance, membership fees, legal resources, and other organizational expenses. ***(on-going)***
e. **UPWP Management:** Completed SFY 2020 UPWP Annual Report. Managed the SFY 2021 UPWP with one amendment. Developed draft and final SFY 2022-2023 UPWP. ***(on-going)***
f. **Accounting:** Completed a full program audit with the State Auditors Office. Developed monthly Lead Planning Agency and quarterly Fiscal Agent invoices and progress reports, and managed expenses and disbursements. ***(on-going)***

Deliverables:

☐ Meeting materials including briefs, presentations, and reports
☐ PRTPO Resource Manual with updates
☐ SFY 2020 Annual Report
☐ SFY 2022-2023 UPWP
☐ FFY 2020 Title VI Annual Report
☐ State Audit
☐ Invoices and Budget Reports
☐ PRTPO Website and Correspondence

SFY 2021 Transportation Planning Summary

Purpose:

Task activities support the primary long- and short-range planning functions of the PRTPO, typically in collaboration with its local, state, and tribal partners.

Scope:

Activities include planning and on-going coordination, collaboration, and consultation with various partners in support of the long-range Regional Transportation Plan and shorter-range Human Services Transportation Plan, as well as Transportation Outlook legislative information and tribal consultation. Task activities also support Transportation Alternatives and Consolidated Grants program needs.

Work Performed:

a. **Long-range Planning:** Identified EV readiness and regional resilience as priority RTP follow-up opportunities. Developed an online inventory of EV resources for members and convened a new EV Infrastructure Exchange Group to support on-going coordination, funding, and collaboration activities by PRTPO members and other EV stakeholders. ***(activities are complete, on-going work)***
b. **Regional Coordination and Collaboration:** Participated in activities of the MPO/RTPO Coordinating Committee and Rural RTPO Work Group, the Investment Strategy Work Group, and the PSRC Passenger-Only Ferry Work Group. Coordinated local input to the statewide Freight and Goods Transportation System update. Engaged TAC in evaluating inquiry on US Bike Route System designations. Responded to inquiries about consistency with regional plans. ***(on-going)***
c. **Tribal Consultation:** Completed formal invitations to non-member tribes. Formally contacted member tribes with appointment requests. Responded to tribe-specific member inquiries and distributed information on activities and opportunities of interest to tribes. ***(on-going)***
d. **Human Services Transportation Planning:** Responded to inquiries from new service providers in the region and facilitated introductions and coordination between providers. ***(on-going)***
e. **PRTPO Transportation Outlook:** Completed Transportation Outlook 2021 information brief and presentation. Convened three legislative webinar forums around the region. Responded to inquiries regarding 2021 issues and opportunities. ***(complete)***
f. **Regional Grants Administration:** Coordinated local partners in monitoring progress of TAP project obligations. Convened a half-day training session for local agencies using federal funds. Completed review and prioritization of Consolidated Grants applications and HSTP amendment. ***(on-going)***

Deliverables:

- ☐ EV data resource portal
- ☐ PRTPO submission for Freight and Goods Transportation System
- ☐ 2021 Consolidated Grants funding recommendations
- ☐ 2021 amendment to Human Services Transportation Plan
- ☐ Tribal outreach materials
- ☐ Transportation Outlook 2021 folio and presentation
- ☐ Meeting materials, work session videos, and correspondence

SFY 2021 Regional TIP

Purpose:

Regional TIP efforts support development of a coordinated program of region-wide transportation investments by WSDOT and local and tribal members, based on their internally adopted six-year Transportation Improvement Programs. PRTPO coordinates with WSDOT in administering the State TIP (STIP).

Scope:

Managing the TIP entails developing a composite six-year report of local and WSDOT TIPs and managing amendments to the resulting RTIP throughout the year, as well as coordination with local agencies and WSDOT in managing the STIP, monitoring and responding to reporting requirements from WSDOT Local Programs, and supporting local agency efforts in complying with their TIP requirements.

Work Performed:

a. **Develop and maintain a six-year RTIP:** Developed and adopted the draft and final 2021-2026 RTIP, including public notice and review. Completed three amendments to the RTIP. Maintained close coordination and communication with Nancy Huntley regarding the STIP and responded to member inquiries about projects in the RTIP and STIP. ***(on-going)***
b. **Monitor Obligation Authority for Federally Funded Projects:** Reviewed obligation status and provided information and coordination support to members. Responded to requests for information from Local Programs. ***(on-going)***

Deliverables:

- ☐ 2021-2026 Regional Transportation Improvement Program (RTIP) and three amendments
- ☐ Correspondence and meeting materials

Other PRTPO Activities in SFY 2021

Purpose:

These activities are identified by the Executive Board to support regional work program priorities above and beyond the base program, as resources allow.

Scope:

Each activity was identified by the Executive Board in response to insights from existing work program activities and new emerging opportunities.

Work Performed:

a. **PRTPO Legislative Agenda:** Convened Legislative Work Group in a comprehensive evaluation of regional needs and priorities to serve as a foundation for subsequent Transportation Outlook initiatives. Entailed work sessions and member polls for process input. ***(complete)***
b. **PRTPO Website Overhaul:** Built a new PRTPO website on its own independent Squarespace platform and with its own domain, completing the final transition from the old WSDOT website. ***(complete)***
c. **Title VI Plan Update:** Completed an update of the 2015 Title VI Plan with draft and final plans submitted to WSDOT. ***(complete)***
d. **Public Participation Protocols Update:** Updated the 2014 Public Participation Plan. ***(complete)***
e. **Contracted GIS Support for Web-mapping Tools:** Began working with the Association of WA Cities GIS Consortium to develop web mapping tools and applications to support regional work program activities. ***(on-going)***

Deliverables:

- ☐ New PRTPO website (www.PRTPO.org)
- ☐ 2021 Title VI Plan and Limited English Proficiency Plan for the Peninsula Region
- ☐ 2021 PRTPO Public Participation Protocols
- ☐ Meeting materials, member polls, and correspondence