2022 RESOURCE MANUAL

Version 3.1 (Final 2022)

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

PRTPO.org

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

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2022 Resource Manual Addenda

2022 Resource Manual Addenda

Version 3.1 Updates:

- Replaced CY 2021 Legal Services Agreement with 2022 Agreement
- Replaced SFY 2022-2023 UPWP with SFY 2022-2023 UPWP – Amendment 1
- Added (4) Resolutions approved in 2022
- Updated PRTPO Executive Board and Technical Advisory Committee representatives
- Added SFY 2022 Quarterly Invoices for Q2, Q3, and Q4
- Added SFY 2023 Q1 Quarterly Invoice
- Replaced SFY 2021 UPWP Annual Report with SFY 2022 UPWP Annual Report
- Replaced Transportation Outlook 2022 with Transportation Outlook 2023
- Added 2022-23 Consolidated Grants Priority Array
- Replaced 2019 Human Services Transportation Plan (HSTP) with 2022 HSTP – Amendment 1
- Added PRTPO RTP Biennial Review Certification
- Added CY 2022 Annual Report Certification to WA State Auditor
- Updated the 2022 Meeting Schedule to clarify virtual meeting format is standard PRTPO meeting format

2022 PRTPO Members

2022 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



PRTPO Organizational Overview

2022 Executive Committee

2022 Executive Committee

2022 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:
Lindsey Shromen-Wawrin, Port Angeles City Council
360.406.4321 / lswawrin@cityofpa.us

2022 Executive Board

PRTPO 2022 Executive Board Appointments [10.14.22]

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	Greg Brotherton	gbrotherton@co.jefferson.wa.us
Kitsap County	Rob Gelder	rgelder@co.kitsap.wa.us	David Forte (2nd Alt)	dforte@co.kitsap.wa.us
Mason County	Randy Neatherlin	randyn@co.mason.wa.us	Kevin Shutty	Kshutty@co.mason.wa.us
Bainbridge Island	Leslie Schneider	lschneider@bainbridgewa.gov	Joe Deets	jdeets@bainbridgewa.gov
Bremerton	Vicki Grover	vicki.grover@ci.bremerton.wa.us	Shane Weber	shane.weber@ci.bremerton.wa.us
Forks	Clint Wood	clintw@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	Ben Thomas	bthomas@cityofpt.us	David Faber	dfaber@cityofpt.us
Poulsbo	Ed Stern	estern@cityofpoulsbo.com	Michael Bateman	mbateman@cityofpoulsbo.com
Sequim	Rachel Anderson	randerson@sequimwa.gov	Vicki Lowe	vlowe@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	Nicole Gauthier	ngauthier@jeffersontransit.com	Miranda Nash	mnash@jeffersontransit.com
Kitsap Transit	John Clauson	JohnC@kitsaptransit.com	Steffani Lillie	SteffaniL@kitsaptransit.com
Mason Transit	Amy Asher	aasher@masontransit.org	Jason Rowe	jrowe@masontransit.org
Port of Allyn	Ted Jackson	tjackson@portofallyn.com	Judy Scott	jscott@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
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	Susan Matthews	Susan.Matthews@Elwha.org
Makah Nation	Bud Denney	bud.denney@makah.com	Benjamin Maxson	benjamin.masxon@makah.com
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
WSDOT Olympic Region	Gaius Sanoy	sanoyg@wsdot.wa.gpv	George Mazur	mazurg@wsdot.wa.gov

2022 Technical Advisory Committee

PRTPO 2022 Technical Advisory Committee Appointments [10.14.22]

Member Agency	Representative		Alternate	
Clallam County	Steve Gray	sgray@co.clallam.wa.us	Joe Donisi	jdonisi@co.clallam.wa.us
Jefferson County	Eric Kuzma	ekuzma@co.jefferson.wa.us	Monte Reinders	mreinders@co.jefferson.wa.us
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	Loretta Swanson	LorettaS@co.mason.wa.us
Bainbridge Island	Mark Epstein	mepstein@bainbridgewa.gov		
Bremerton	Vicki Grover	vicki.grover@ci.bremerton.wa.us	Shane Weber	shane.weber@ci.bremerton.wa.us
Forks	Clint Wood	clintw@forkswashington.org	Paul Hampton	paulh@forkswashington.org
Port Angeles	Jonathan Boehme	jboehme@cityofpa.us		
Port Orchard	Chris Hammer	chammer@cityofportorchard.us	Bek Ashby	bashby@cityofportorchard.us
Port Townsend	Steve King	sking@cityofpt.us	Laura Parsons	lparsons@cityofpt.us
Poulsbo	Michael Bateman	mbateman@cityofpoulsbo.com		
Sequim	Katie Cole	kcole@sequimwa.gov	Meggan Uecker	muecker@sequimwa.gov
Shelton	Ken Gill	KGill@ci.shelton.wa.us		
Clallam Transit	Gary Abrams	garya@clallamtransit.com		
Jefferson Transit	Miranda Nash	mnash@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	Jason Rowe	jrowe@masontransit.org
Port of Allyn	Ted Jackson	tjackson@portofallyn.com	Judy Scott	jscott@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
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	Susan Matthews	Susan.Matthews@elwha.org
Makah Nation	Jeff Bartlett	Jeff.Bartlett@Makay.com	David Lucas Jr.	Dave.Lucas@Makah.com
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
WSDOT Olympic Region	George Mazur	mazurg@wsdot.wa.gov		

2022 Meeting Schedules

PRTPO 2022 MEETING SCHEDULE

PRTPO.org

EXECUTIVE BOARD 2022 Meeting Schedule

February 18
April 15
June 17
August 19
October 21
December 16

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

TECHNICAL ADVISORY COMMITTEE 2022 Meeting Schedule

January 20
March 17
May 19
July 21
September 15
November 17

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

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.

In June 2022 the PRTPO Executive Board voted to adopt virtual meetings as the standard format for PRTPO meetings once pandemic restrictions are lifted. In compliance with the Open Public Meetings Act PRTPO provides a no-registration link for members of the public to watch and participate in these meetings. Additionally, members of the public can watch meetings remotely in Kitsap Transit's Conference Room facility at 60 Washington Avenue in Bremerton as an in-person public alternative to ensure computer access is not a barrier to public access.

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 want us to add someone to PRTPO's 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

PRTPO Coordinator Support

PRTPO Coordinator 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
PRTPO.org

PRTPO 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:

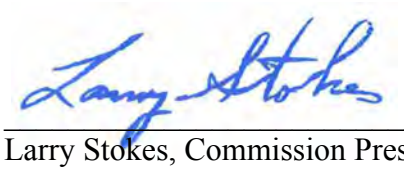
Scott Cooper, Chair

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.

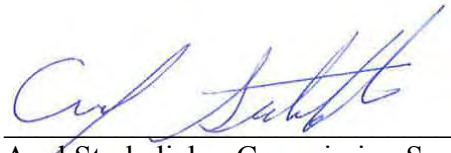
PORT OF BREMERTON
A Municipal Corporation



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

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
General Manager

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

Bek Ashby
Chair

Legal Services Agreement

#7A

Meeting Date:
Agenda Item No:

Kitsap County Board of Commissioners			
Office/Department: Prosecutor **Staff Contact:** Jacquelyn M. Aufderheide **Agenda Item Title:** KC-665-21 , Peninsula Regional Transportation Planning Organization – Agreement for Legal Services			
Recommended Action: Approve KC-665-21 - Peninsula Regional Transportation Planning Organization - Agreement for Legal Services.			
Summary:	This Agreement for Legal Services allows the Kitsap County Prosecuting Attorney's Office to continue to provide legal services to the Peninsula Regional Transportation Planning Organization during 2022. The County will be compensated $148.00 per hour for services performed by the Prosecuting Attorney and Deputy Prosecutors, and $91.00 per hour for paralegal services, together with incidental costs such as court costs, copy fees, courier fees, etc.		
Attachments:	Agreement for Legal Services		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:	No direct expenditures. Indirect expenditures include attorneys and support staff time, etc., which are compensated for by hourly billings paid by Peninsula Regional Transportation Organization		
Related Revenue for this specific action:	N/A		
Cost Savings for this specific action:	Peninsula Regional Transportation Planning Organization will pay for services rendered by the Prosecutor's Office		
Net Fiscal Impact:	Revenue based on services rendered		
Source of Funds:	N/A		
Fiscal Impact for Total Project			
Project Costs:	N/A		
Project Costs Savings:	N/A		
Project Related Revenue:	Revenue based on services rendered		
Project Net Total:	N/A		
Office/Departmental Review & Coordination			
Office/Department	**Elected Official/Department Director**		
Prosecutor			
Contract Information			
Contract Number	**Date Original Contract or Amendment Approved**	**Amount of Original Contract Amendment**	**Total Amount of Amended Contract**
KC-665-21	Pending	Revenue based on services rendered	

Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. CONTRACT INFORMATION *(for Contract Signing Authority, see KCC 3.56.075)*

1. Contractor: Peninsula Regional Transportation Planning Organization
2. Purpose: Agreement for Legal Services
3. Contract Amount: Based on services — Disburse [ ] Receive [X]
4. Contract Term: January 1, 2022 – December 31, 2022
5. Contract Administrator: Jacquelyn M. Aufderheide — Phone: 360-337-4973

Approved: Jacquelyn M. Aufderheide — **Date:** 12/09/2021
Department Director

B. AUDITOR – Accounting Information

1. Contract Control No.: KC-665-21
2. Fund Name: 9086, Prosecutor
3. Payment from-Revenue to Program/Revenue or Spend Category: 9086.3370.15 (Legal Services)

Reviewer: Tammie Holland — **Date:** 1/6/2022
4. Comments:

C. AUDITOR – Grant Review
Signature only required if grant funded contract

1. [ ] Approved [ ] Not Approved

Reviewer: NA — **Date:** NA
2. Comments:

D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review

1. [X] Approved [ ] Not Approved

Reviewer: Timothy M. Perez — **Date:** 1/11/2022
2. Comments:

E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review
Signature required if $50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)

1. [X] Approved [ ] Not Approved

Reviewer: Aimée Campbell — **Date:** 01/06/2022
2. Comments:

F. HUMAN RESOURCES – Human Resources Director Review
Signature only required if union or employment contract

1. [ ] Approved [ ] Not Approved

Reviewer: — **Date:**
2. Comments:

G. INFORMATION SERVICES – Information Services Director Review
Signature only required if technology contract

1. [ ] Approved [ ] Not Approved

Reviewer: — **Date:**
2. Comments:

H. PROSECUTING ATTORNEY

1. [ ] Approved as to Form [ ] Not Approved as to Form

Reviewer: Jacquelyn M. Aufderheide — **Date:** 12/09/2021
2. Comments:

Date Approved by Authorized Contract Signer: **Date** 2/14/22

RETURN SIGNED ORIGINALS TO: Laurie Hughes @ MS-35A

[Placeholder for link to attachments library]

AGREEMENT FOR LEGAL SERVICES

The Peninsula Regional Transportation Planning Organization (PRTPO or Client) and the Office of the Kitsap County Prosecuting Attorney, 614 Division Street, MS-35A, Port Orchard, Washington 98366 (the "Prosecuting Attorney"), enter into this Agreement for Legal Services (this "Agreement"). In consideration of the mutual covenants contained herein, the PRTPO and the Prosecuting Attorney agree as follows:

1. RECITALS

Whereas, the PRTPO is a separate legal entity formed through an Interlocal Agreement pursuant to chapters 39.34 and 47.80 RCW; and

Whereas, the PRTPO requires legal services and desires to obtain them from the Prosecuting Attorney; and

Whereas, under RCW 39.34.080, the Prosecuting Attorney's Civil Division may contract with the PRTPO to represent and provide legal advice to the PRTPO on civil legal matters.

Now, therefore, in consideration of the terms and conditions contained herein, the PRTPO and the Prosecuting Attorney agree as follows:

2. INCORPORATION OF RECITALS

The recitals set forth in Section 1, above, are hereby incorporated as substantive terms of this Agreement.

3. SCOPE OF WORK

Kitsap County (the "County"), through the Prosecuting Attorney, will provide legal services to the Client as set forth in Attachment A: Scope of Services, except as follows:

A. When legal services are available to the Client through its insurance pool, the Client agrees that it is its responsibility to promptly notify its insurance pool of claims and/or litigation filed against the Client as required by the pool.

B. As provided in Section 13 of this Agreement, when a conflict of interest exists between the Client and the County which, in accordance with the Rules of Professional Conduct governing county prosecuting attorneys in Washington State, either has not been waived by both the Client and the County following full disclosure or cannot be waived despite full disclosure.

C. When both the County and the Client agree that a legal matter should be sent to outside counsel due to the need for specialized expertise or otherwise.

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4. COMPENSATION

The Client 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 $148.00, and $91.00 per hour for paralegal services. The Chief Civil Deputy Prosecuting Attorney shall be the initial point of contact for requests for legal services and may assign such requests to other attorneys as the nature of the matter requires. The hourly rates include overhead support.

The Client shall 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 title reports, et cetera.

5. BILLING AND PAYMENT

The Prosecuting Attorney shall submit quarterly invoices to the Client 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 Client shall pay County at the hourly rates set forth in Section 4. The Client will make payment within thirty (30) days following receipt of billing. Upon request, the Client is entitled to review the time sheets of attorneys anytime during the term of this Agreement and within one year after its expiration or termination.

6. DURATION

This Agreement is effective January 1, 2022. It shall have a term of one year and shall expire on December 31, 2022, unless renewed in writing.

7. REPRESENTATIVES

The coordinating contact representative for the Prosecuting Attorney will be the Chief Civil Deputy Prosecuting Attorney. The coordinating contact for the Client will be the Lead Planning Agency representative. Any notices required will be in writing and addressed as follows:

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

8. INDEPENDENT CONTRACTOR

The Prosecuting Attorney's services shall be furnished as an independent consultant and nothing in or arising from this Agreement shall be construed to create a relationship of employer-employee or master-servant.

9. INDEMNIFICATION

The County shall indemnify the Client and its agents, officers, officials, and employees for all losses, claims, and damages caused by the negligence or willful acts of County and/or its agents, officers, and employees, arising directly or indirectly out of or in consequence of the performance of this Agreement. The Client shall indemnify the County and its agents, officers, officials and employees for all losses, claims and damages caused by the negligence or willful acts of the Client and/or its agents, officers, officials, and employees, arising directly or indirectly out of or in consequence of the performance of this Agreement. This section shall survive the expiration or termination of this Agreement.

10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other. Upon receipt of the notice of termination, no further fees or expenses may be incurred except as authorized by the Client. If this Agreement is terminated in accordance with this paragraph, the Prosecuting Attorney will be entitled to payment for all work actually performed. An equitable adjustment in the Prosecuting Attorney's compensation for partially completed items of work will be made.

11. NON-EXCLUSIVE AGREEMENT

The Client may obtain legal services from persons or entities in addition to Prosecuting Attorney. The Prosecuting Attorney may provide legal services to the County and other entities as allowed under state law.

12. CONFLICTS OF INTEREST

As more fully explained in Attachment B: Conflict Letter, the Prosecuting Attorney shall observe the Rules of Professional Conduct as applicable to county prosecuting attorneys and inform the Client if actual or potential conflicts of interest arise. The Client recognizes that the Prosecuting Attorney may from time to time, represent the County in matters that may also involve the Client. In such cases, if a conflict arises, the Client understands and agrees that the Prosecuting Attorney must represent the County even though the County may be adverse to the Client. In the event of such a conflict, when possible, the Prosecuting Attorney shall assign different deputy prosecuting attorneys to represent the County and the Client and create an "ethics wall" to screen each attorney from the client confidences of the other. If a conflict of interest arises during the term of this Agreement which, in accordance with the Rules of Professional Conduct, either has not been waived by both the Client and the County following full disclosure, or cannot be waived despite full disclosure, the Prosecuting Attorney will work with the Client to secure

appropriate representation and provide for a smooth transition to alternative counsel. The Client expressly waives any and all objections it might otherwise have to the Prosecuting Attorney's representation of the County. This section shall survive the expiration or termination of this Agreement.

13. NON-WAIVER

The failure of either party to exercise any rights or remedies under this Agreement for any breach shall not constitute a continuing waiver of any obligation and shall not prevent either party from pursuing any such rights or remedies for any succeeding breach.

14. INTEGRATION

This Agreement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement will supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

15. BINDING EFFECT

The provisions of this Agreement are binding upon the parties and their successors, assigns, and legal representatives.

16. MODIFICATION

This Agreement may be amended only upon written agreement of the parties executed with the same formalities required for the execution of this Agreement.

17. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement and the remaining rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the invalid part, provided that the fundamental purposes of this Agreement can still be carried out.

18. GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and any action at law, suit in equity, or other proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap.

[Signatures appear on the next page.]

Executed this 20 day of Dec, 2021

PENINSULA REGIONAL TRANSPORTATION ORGANIZATION

Bek Ashby, Chair

Executed this 6 day of Jan, 2022

KITSAP COUNTY PROSECUTING ATTORNEY

CHAD M. ENRIGHT, Prosecuting Attorney

Executed this 14 day of February, 2022

BOARD OF COUNTY COMMISSIONERS
Kitsap County, Washington

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

NOT PRESENT

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

EXHIBIT A

SCOPE OF SERVICES

The Prosecuting Attorney will provide the PRTPO with a full range of legal services, with the exceptions set forth in the body of this Agreement, including but not limited to the following:

1. Provide legal consultation services, including telephone and office consultation and written opinion memos on PRTPO questions;

2. Review and redraft administrative policies and procedures;

3. Review and redraft contracts;

4. Review and redraft resolutions; and

5. Represent the PRTPO in litigation before administrative tribunals and state and federal courts, other than litigation that which the PRTPO may, in accordance with its insurance policies, tender to other counsel.

EXHIBIT B

Executed Copy of Conflict Letter to the PRTPO
Consisting of 3 pages

Kitsap County Prosecuting Attorney
Chad M. Enright

CIVIL DIVISION

Ione George
Chief of Staff

Jacquelyn Aufderheide
Civil Division Chief

Carrie Alire
Administrative Manager

December 9, 2021

Bek Ashby
PRTPO Chair
60 Washington Ave., Suite 200
Bremerton, WA 98337

RE: Legal Services Agreement KC-665-21
Exhibit B - Waiver of Potential Conflicts of Interest

Dear Ms. Ashby:

The purpose of this letter is to explain potential conflict of interests in connection with the Prosecuting Attorney's Office providing legal services to the PRTPO.

The Interlocal Cooperation Act, particularly RCW 39.34.080, authorizes public agencies to contract with each other to perform governmental services, activities, or undertakings. For several years, the Office of the Kitsap County Prosecuting Attorney (the "Prosecutor") has provided legal services to the PRTPO. We value our relationship with the PRTPO and are willing to continue to provide such services. However, to ensure that the PRTPO understands the limitations on the legal services we provide, as well as the potential conflicts that may arise with our representation, we are providing this written explanation and request the Executive Board of the PRTPO to expressly authorize the continuation of legal services by the Prosecutor and waive potential conflicts of interest that might arise by virtue of our services to the PRTPO.

The PRTPO is a legally independent public agency authorized by the state under chapter 47.80 RCW and governed by an Executive Board. Nevertheless, its membership is quite varied, consisting of transportation agencies and stakeholders in Clallam, Jefferson, Mason, and Kitsap counties, including county and city governments, transit districts, port districts, Tribal governments, and the Washington State Department of Transportation. In agreeing to serve as general counsel to the PRTPO, the Prosecutor's advice will not constitute legal advice to or representation of any particular member of the PRTPO, but to the PRTPO itself. The individual members of the PRPTO will continue to receive legal advice and representation from their appointed agency attorneys. Similarly, under chapter 36.27 RCW, the Prosecutor has a legal duty and affirmative obligation to be the legal adviser to the Kitsap County Board of Commissioners and all County officers.

In serving as legal counsel to the PRTPO as well as the legal advisor to Kitsap County there may be times that the County and the PRTPO are involved in the same matter, giving rise to a potential conflict of interest. The Rules of Professional Conduct ("RPCs") allow clients to

waive conflicts of interest when a lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client and each affected client gives informed consent in writing. In evaluating the potential conflicts that might arise with the Prosecutor's representation of PRTPO, we considered the legal matters PRTPO has sought assistance with in the past, and may in the future seek legal assistance with:

- Revisions to contracts and bylaws;
- Laws and regulations pertaining to growth management, transportation planning, and transportation funding;
- Open Public Meeting Laws;
- Public Records Act, including retention and disclosure;
- Agreements with other public agencies, including grants and loans;
- Review and negotiation of municipal contracts, including procurement compliance with federal and state laws and regulations;
- Interlocal agreements with other public agencies;
- General policy review;
- Real and personal property acquisition and disposition; and/or
- Labor and employment matters.

The Prosecutor's handling of most of the matters listed above should present no conflicts of interest. The primary reason for this is that the County is a member of the PRTPO. Thus, any confidential information of the PRTPO is already shared the County and the potential for confidential information of the PRTPO being used to its disadvantage is low.

The main concern associated with waivers of conflicts of interest under the circumstances presented here is ensuring that the PRTPO and the County each receive objective and independent legal advice. For example, there have been and could be situations, such as where the PRTPO and the County are parties to the same contract, where the Prosecutor will need to assign different deputy prosecuting attorneys to represent the County and the PRTPO and create an "ethics wall" to screen each attorney from the client confidences of the other.

In our role as legal counsel to the PRTPO, we intend to provide objective and independent legal advice to the PRTPO. We must also provide objective and independent legal advice to the County. When the PRTPO becomes aware of matters that will involve both it and the County, before requesting legal assistance it will be incumbent upon the PRTPO to notify the Prosecutor so that the Prosecutor may assign different deputy prosecuting attorneys to the PRTPO and the County. If a conflict of interest arises which, in accordance with the RPCs, either has not been waived by both the PRTPO and the County following full disclosure, or cannot be waived despite full disclosure, the Prosecutor will work with the PRTPO to secure appropriate representation and provide for a smooth transition to alternative counsel.

By executing this letter, the PRTPO and each member agency of the PRTPO consent to the Prosecutor's service as legal counsel for the PRTPO and waive any conflict of interest that might be said to arise by virtue of that representation. In addition, the PRTPO and each member

agency of the PRTPO consent to Prosecutor's ongoing representation of the County. We will inform the PRTPO and the County when we became aware of representation that might present a conflict of interest under the RPCs and request a waiver at that time. In some circumstances, the Prosecutor will reach out to PRTPO members' attorneys, so that each may obtain independent advice about the specific matter if it chooses to do so.

If a situation arises in the future in which we perceive a potential conflict of interest where our duty of loyalty to you materially conflicts with our similar duty to the County, we will immediately bring this to the attention of the PRTPO and the County. In such an event, it may be necessary for us to remove ourselves from advising the PRTPO with respect to the matter involved. We trust this approach is acceptable to the PRTPO and each member of the PRTPO.

Please present this letter together with the legal services agreement for consideration by the PRTPO. If this approach is acceptable, please ask the Chair to sign the enclosed copy of this letter and return it to me at your convenience. By signing this letter, each member agency of the PRTPO is waiving any conflict of interest that could be said to arise by virtue of our work as legal counsel to the PRTPO. Further, the PRTPO also expressly waives any conflict arising from Prosecutor's continued legal representation of the County.

Thank you for your attention and consideration.

Sincerely yours,

CHAD M. ENRIGHT
Prosecuting Attorney

Jacquelyn M. Aufderheide
Chief Civil Deputy Prosecuting Attorney

CONSENT GRANTED AND WAIVER APPROVED:

Dated this 20th day of December, 2021

Peninsula Regional Transportation Planning Organization

Bek Ashby, Chair

HSTP Grant Administration & 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

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

SFY 2022-2023 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.

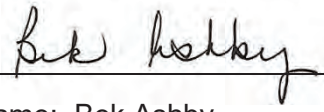
21 Public Records Act

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 04-2022

Amending PRTPO's 2022 Human Services Transportation Plan

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 adopted in October 2022 its updated Human Services Transportation Plan (HSTP) that identifies strategies to meet the mobility needs of people who do not drive due to age, disability, or income; and

WHEREAS, local agency, tribal, and non-profit organization project proposals that support HSTP strategies are being considered for statewide Consolidated Grants funding by the Washington State Department of Transportation (WSDOT); and

WHEREAS, It is necessary for projects to be included in an adopted Human Services Transportation Plan as a condition of Consolidated Grants funding eligibility; and

WHEREAS, PRTPO has conducted an evaluation and ranking of the fifteen project proposals WSDOT received from across the Peninsula Region and found them to be consistent with the HSTP and supportive of its strategies, and meriting funding support from WSDOT; and

WHEREAS, PRTPO invited public comment on its proposal to amend these projects into the HSTP.

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

THAT the Peninsula RTPO 2022 Human Services Transportation Plan be amended to include the fifteen projects PRTPO has ranked and recommended to WSDOT for Consolidated Grants funding.

APPROVED, this 16th day of December, 2022.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 03-2022

Approving PRTPO's 2022 Human Services Transportation Plan

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 maintaining and periodically updating a Human Services Transportation Plan (HSTP) that identifies strategies to meet the mobility needs of people who do not drive due to age, disability, or income; and

WHEREAS, PRTPO was offered a federal grant from WSDOT to update the 2019 HSTP, and which PRTPO assigned to Kitsap Transit, the Lead Planning Agency, to execute and administer for this purpose; and

WHEREAS, PRPTO conducted an update of the HSTP with input from public transportation, tribal, non-profit, and for-profit service providers; and

WHEREAS, PRTPO obtained input from the community in updating the HSTP and in its final review; and

WHEREAS, PRTPO has determined that the strategies identified in the 2022 HSTP includes are appropriate for supporting the mobility needs of vulnerable residents in the region who are unable to drive and merit funding through grants or other opportunities.

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

THAT the Peninsula RTPO 2022 Human Services Transportation Plan be approved with the understanding that it will be amended periodically to include the projects PRTPO prioritizes and recommends to WSDOT for Consolidated Grants funding.

APPROVED, this 21st day of October 2022.

ATTEST:

Bek Ashby, Chair

ATTEST:

Lindsey Schromen-Wawrin, Secretary

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 02-2022

Approving the SFY 2023-2028 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 2023-2028 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 2023-2028 be approved as per the attached report listing one-hundred and sixty-three 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 2023 State Transportation Improvement Program (STIP) upon approval of the PRTPO 2023-2028 RTIP.

APPROVED, this 21st day of October, 2022.

ATTEST:

Bek Ashby, Chair

ATTEST:

Lindsey Schromen-Wawrin, Secretary

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 01-2022

Approving Amendment #1 to the SFY 2022-23 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, PRTPO's UPWP Development Policy requires Executive Board review of the UPWP midway through the biennium with adjustments as needed to ensure consistency between the approved budget and authorized work program activities; and

WHEREAS, the PRTPO Executive Board has reviewed and provided direction on proposed changes to the work program and budget, which were subsequently reviewed by WSDOT; and

WHEREAS, adjustments needed to rebalance the budget between tasks mid-biennium are accomplished by an amendment to the approved two-year UPWP.

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

THAT the budget and work program identified in Amendment #1 to the Unified Planning Work Program for SFY 2022-23 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 17th day of June, 2022.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

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.

.

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.

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 4th 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.***

Public Records Policy

3. 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.

Procurement Policy

4. 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.

RTPO Statutory Requirements

Chapter Listing | RCW Dispositions

Chapter 47.80 RCW

REGIONAL TRANSPORTATION PLANNING ORGANIZATIONS

Sections

47.80.010 Findings—Declaration.
47.80.011 Legislative intent.
47.80.020 Regional transportation planning organizations authorized.
47.80.023 Duties.
47.80.026 Comprehensive plans, transportation guidelines, and principles.
47.80.030 Regional transportation plan—Contents, review, use.
47.80.040 Transportation policy boards.
47.80.050 Allocation of regional transportation planning funds—Eligibility—Federally recognized tribes, voting membership.
47.80.060 Executive board membership.
47.80.070 Statewide consistency.
47.80.080 Majority vote on state matters.
47.80.090 Regional transportation planning organizations—Electric vehicle infrastructure.
47.80.902 Captions not part of law—1994 c 158.
47.80.904 Effective date—1994 c 158.

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.**]

Chapter Listing

Chapter 468-86 WAC

Last Update: 4/15/97

RTPO PLANNING STANDARDS AND GUIDELINES

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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)

AMENDMENT 1

PRTPO EXECUTIVE BOARD APPROVAL
June 17, 2022

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 01-2022

Approving Amendment #1 to the SFY 2022-23 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, PRTPO's UPWP Development Policy requires Executive Board review of the UPWP midway through the biennium with adjustments as needed to ensure consistency between the approved budget and authorized work program activities; and

WHEREAS, the PRTPO Executive Board has reviewed and provided direction on proposed changes to the work program and budget, which were subsequently reviewed by WSDOT; and

WHEREAS, adjustments needed to rebalance the budget between tasks mid-biennium are accomplished by an amendment to the approved two-year UPWP.

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

THAT the budget and work program identified in Amendment #1 to the Unified Planning Work Program for SFY 2022-23 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 17th day of June, 2022.

ATTEST:

Bek Ashby, Chair

ATTEST:

Randy Neatherlin, Vice-Chair

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PRTPO 2022 Officers

Bek Ashby, Chair
City of Port Orchard

Randy Neatherlin, Vice-Chair
Mason County

Lindsey Schromen-Wawrin, Secretary
City of Port Angeles

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 and annual amendment 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 Agent, WSDOT Tribal and Regional Integrated Planning Office, and WSDOT Olympic Region.

Schedule and major milestones for PRTPO's SFY 2022-2023 UPWP – Amendment 1 development:

Task or Milestone	Date
Executive Board Kick-off of SFY 2022-2023 UPWP – Amendment 1	February 18, 2022
Executive Committee Review of Draft UPWP	March 31, 2022
Executive Board Review of Draft UPWP	April 15, 2022
WSDOT Review of Draft UPWP	April 26, 2022
Executive Board Adoption of SFY 2022-2023 UPWP	June 17, 2022

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.

Kitsap Transit is administering an additional $80,000 in funding from WSDOT to support an update of the Human Services Transportation Plan identified in Work Element 2 – Transportation Planning.

SFY 2022-2023 UPWP Financial Summary – Amendment 1

Funding Source: WSDOT
Funding Amount: $274,322 SFY 2022-2023 RTPO Funds
Work Performed by: PRTPO Lead Planning Agency with contracted staff support and Lead Fiscal Agent, as directed by the PTPO Executive Board

SFY 2022-2023 UPWP Budget and Funding by Work Element *[preliminary estimates]*

PRTPO Work Element	STATE 2022 RTPO Funds	STATE 2023 RTPO Funds	TOTAL 2022-2023 UPWP BUDGET
1. Program Administration	$85,000	$84,922	$169,922
2. Transportation Planning*	$39,000	$37,000	$76,000
3. Regional TIP	$9,200	$9,200	$18,400
4. Other PRTPO Activities	$0	$10,000	$10,000
TOTAL	**$133,200**	**$141,122**	**$274,322**

** Work is supported by an additional $80,000 in funds administered by Kitsap Transit for the Human Services Transportation Plan update.*

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:	$169,922
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 (as 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	**$ 85,000**	**$ 84,922**	**$169,922**
1.1 Meeting Support	*$ 21,000*	*$ 21,000*	*$ 42,000*
1.2 Public Information and Communications	*$ 3,000*	*$ 3,000*	*$ 6,000*
1.3 Title VI	*$ 2,500*	*$ 2,422*	*$ 4,922*
1.4 PRTPO Support	*$ 32,500*	*$ 32,500*	*$ 65,000*
1.5 UPWP Management	*$ 3,500*	*$ 3,500*	*$ 7,000*
1.6 Accounting	*$ 2,500*	*$ 2,500*	*$ 5,000*
1.7 PRTPO Administrative Expenses	*$ 25,000*	*$ 20,000*	*$ 45,000*

Work Element 2 – Transportation Planning

Transportation planning activities encompass the planning and on-going coordination, collaboration, and consultation needed to identify issues and opportunities, implement regionally determined strategies, and produce periodic updates to plans or guiding documents. This UPWP reflects the planning priorities on the PRTPO agenda for the 2022-2023 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 reflect budget constraints, other activities underway, and circumstances or opportunities available at that time.

Transportation Planning Summary:

Estimated Cost:	$76,000
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

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 Human Services Transportation Plan *(SFY 2023)*

Deliverables:

- Communication and presentation materials
- Data sets and mapping products
- Human Services Transportation Plan

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 Transportation Alternatives Program call for projects *(SFY 2022)*
- Conduct 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	**$ 39,000**	**$ 37,000**	**$ 76,000**
2.1 Long-range Planning	*$ 9,000*	*$ 9,000*	*$ 18,000*
2.2 Regional Coordination and Collaboration	*$ 10,500*	*$ 10,500*	*$ 21,000*
2.3 Tribal Consultation	*$ 2,000*	*$ 2,000*	*$ 4,000*
*2.4 Human Services Transportation Planning**	*$ 6,000*	*$ 4,000*	*$ 10,000*
2.5 PRTPO Transportation Outlook	*$ 4,000*	*$ 5,000*	*$ 9,000*
2.6 Regional Grants Administration	*$ 7,500*	*$ 6,500*	*$ 14,000*

** Work is supported by additional $80,000 in funding administered by Kitsap Transit*

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:	$18,400
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	**$9,200**	**$9,200**	**$18,400**
3.1 Develop and Maintain Regional TIP	$9,100	$9,100	$18,200
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:	$10,000
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:

The PRTPO Executive Board identified four priority work program activities to pursue in SFY 2023 as resources are available. These include:

a. **Increase Resilience of Regional Transportation System.** Initial interest is on multimodal measures to increase system redundancy via alternate routes, strategic partnerships, and innovative opportunities that will increase the region's capacity to respond, recover, and adapt to system disruptions.

b. **Strategies to Increase Rural Intercity Bus Service in the Peninsula Region.** This would bring together the region's public and tribal transit partners to assess opportunities for improved coordination with the aim of making long-distance intercity bus travel in the Peninsula Region more convenient for more people.

c. **Innovations in Rural Transit Service Delivery.** This would assemble the latest research and best practices into a synopsis on the innovative use of technology or service models being applied in rural settings, to support PRTPO's transit partners in their efforts at increasing access to rural transit service in the Peninsula Region.

d. **One-Click/One-Call Coordination Activities.** This would focus on preliminary feasibility and scoping activities for a regional One-Click/One-Call dispatch center to support the efficient delivery of coordinated transportation services for people with special needs, helping pre-position this concept for a future funding opportunity by an appropriate program sponsor.

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. Following are priority unfunded needs with a cost range where work is scalable.

A. Increase Resilience of Regional Transportation System
Comments received on the 2040 Regional Transportation Plan revealed public interest in measures that can increase the resilience of the region's transportation system in what is a heavily constrained physical geography. Mountains and water limit traditional opportunities for system redundancy and access, making most communities in the region vulnerable when primary lifeline routes are severed. This is true for all modes of travel in the Peninsula Region.

Innovative strategies are needed to increase route redundancy. Coordination and communication can leverage existing countywide emergency management efforts to ensure regional connectivity is adequately addressed. Collaboration among diverse stakeholders – local, state, federal, tribal, and private – can assess unique backroads opportunities for alternate emergency routes and explore ways the many small ports and boat launches could increase access in times of disaster. The intent is to grow the region's capacity to respond, recover, and adapt to major disruptions in the regional transportation system due to earthquakes, severe weather, climate change, or other such factors.

Estimated cost – $5,000 - $20,000

B. Strategies to Increase Rural Intercity Bus Service in the Peninsula Region
The Region's four transit agencies provide an array of coordinated, connecting services that result in important but limited long-distance rural intercity bus 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 via bus. 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 - $15,000

C. Innovations in Rural Transit Service Delivery
New technologies and innovative service models have emerged in urban settings that are being adapted for rural settings, increasing transit access generally as well as opportunities for more coordinated services in the future. Micro-mobility technologies like e-bikes that can address first-mile/last-mile barriers to transit access in small cities. Real-time travel data generated by smart phones and vehicles can increase transit reliability and system operating efficiency for agencies and

improve transit accessibility for passengers. On-demand service models like Uber and Lyft are inefficient in typical rural settings but may be viable in conjunction 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 produce 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.

Estimated cost = $5,000 - $10,000

D. One-Click/One-Call Coordination Activities

Early engagement during development of the 2022 Human Services Transportation Plan update has revealed interest in a "one-click/one-call" dispatch service. This is a service run by a transportation or human services provider that matches individuals with the optimal mobility service provider for their specific travel needs and circumstances. Coordinated delivery of special needs transportation services across a large rural region can increase system efficiency and connect more people to the human services available to them while increasing travel convenience and reliability for the public.

This work program activity would focus initially on convening the region's various transportation service providers to begin exploring opportunities for establishing such a program in the Peninsula Region, identify candidate entities to lead such an effort, and next steps to advance the concept if it is deemed viable. The intent is to pre-position the concept for a future implementation grant opportunity by an interested proponent.

Estimated cost = $5,000 - $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 shift more trips to walking, biking, and transit 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 study would evaluate the effects of greater adoption of electric vehicles by public sector fleets and by households and look at the effect of regionally significant services like Clallam Transit's Strait Shot, Kitsap Transit's passenger-only ferries, and Worker-Driver Programs serving the Navy Shipyard in reducing greenhouse gas emissions compared to those same trips made by private vehicle. It should consider the emissions reduction benefits of universal broadband access. 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, as well as provide PRTPO members with data and information to support their planning and implementation efforts. This would require outside expertise and additional funding resources.

Estimated cost = $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

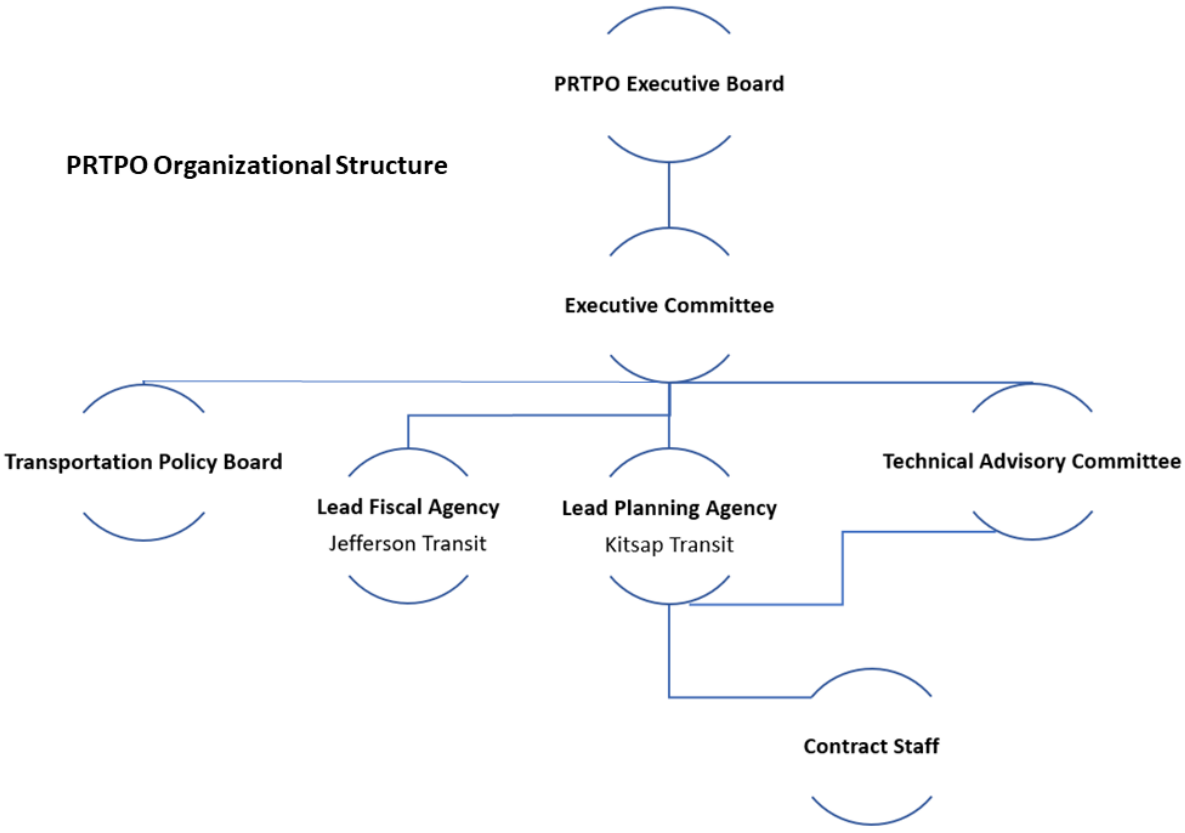
Port of Allyn
Port of Bremerton
Port of Port Angeles
Port of Shelton

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

PRTPO Organizational Structure



PRTPO SFY 2023 UPWP Task 4 Work Element [Approved 12.16.22]

Budget:
$10,000

Duration:
Jan 2023 – Jun 2023

Intent of Work
Provide useful resources, tools, and data products that transit service providers can use to improve coordination, enhance communications, and evaluate innovative service strategies for potential application, especially those addressing first-mile/last-mile service connections and coordination with other services like long-distance intercity bus service.

Work Products
- Enhanced equity analysis and data mapping tools tailored to this region's geographic needs and responsive to most current grant program requests
- Synthesis of innovative strategies employed by rural transit systems across the country for addressing difficult first-mile/last-mile service connections and coordination opportunities
- Regionally appropriate strategies for increasing awareness of long-distance intercity bus services currently available in the four counties and opportunities for improved coordination between providers

Planning Approach
Convene up to 2 meetings of transit providers to share insights on top areas of concern facing delivery of rural services in the Peninsula region such as first-mile/last-mile service connections, provide input on innovative strategies, validate intended data and mapping resources, and inform other aspects of product development to maximize usefulness of products.

To the extent practical, leverage and build upon PRTPO's 2022 Human Services Transportation Plan, expanding the capacity of that online platform to add more relevant functionality for members. Where appropriate, take advantage of the emerging human services transportation forum to disseminate and/or collect information broadly.

Tap PRTPO's remaining 2022 GIS services contract for technical support. Establish a data platform that enables members to easily access, assess, download, and map relevant demographic profiles associated with the target populations most grant equity analyses are concerned with. Include some select analytical functions to allow regional comparisons. Demographic profile tools will be useful for all members applying for grant funding. This will also support PRTPO's future updates of the HSTP and Regional Transportation Plan.

Produce a white paper or brief featuring promising innovations deployed in comparable settings that address top areas of concern or opportunity identified by transit providers and provide access to additional resources.

Provide regular brief updates to the Executive Board and TAC, at a minimum through the Coordinators Report. Present a summary wrap-up to the Executive Board in June.

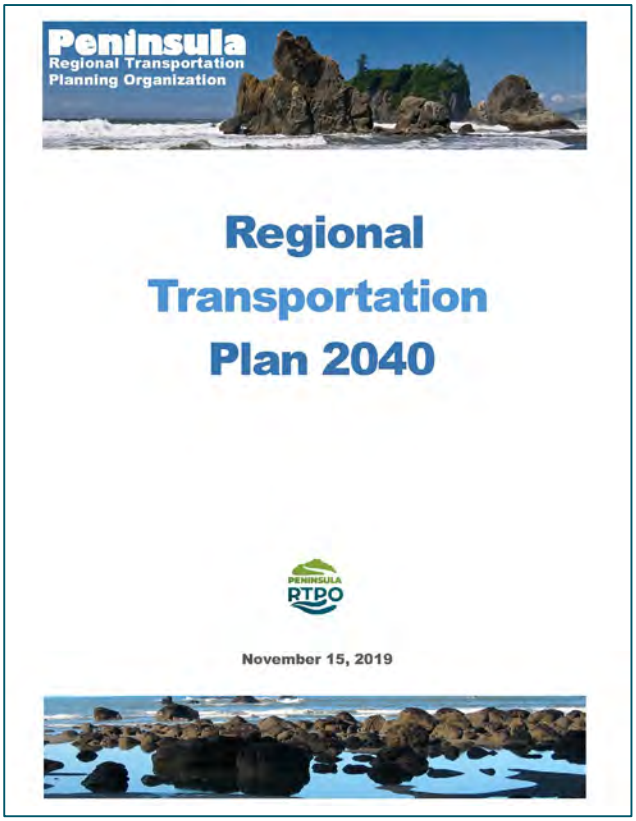
Consult with tribal partners about how PRTPO represents tribal population characteristics that are responsive to grant application equity questions but are also culturally appropriate and respectful of the communities being described.

2040 Regional Transportation Plan

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.



Regional Transportation Improvement Program



FFY 2023-2028

Peninsula Regional Transportation Planning Organization

Regional Transportation Improvement Program (RTIP)

Executive Board Adopted: 21 October 2022

PREPARED BY:

KITSAP TRANSIT

60 WASHINGTON AVE, SUITE 200

BREMERTON, WA 98337

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WSDOT Projects 16

INTRODUCTION

The Regional Transportation Improvement Program (RTIP) is a presentation of transportation projects proposed for implementation during a six-year period for the years 2023 through 2028. 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 before 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 2023-2028

PRTPO Member	Federal Funds	State Funds	Local Funds	Total
Clallam County	$17,521,310	$905,456	$1,901,406	$20,328,172
Clallam Transit	$11,886,200	$2,100,000	$8,347,300	$22,333,500
City of Forks	$334,500	$1,825,000	$52,260	$2,211,760
Jamestown S'Klallam Tribe	$5,024,153	$2,678,741	$80,150	$7,783,044
Jefferson Transit	$18,936,000	$0	$4,734,000	$23,670,000
Mason County	$6,089,317	$0	$335,842	$6,425,159
Mason Transit	$13,163,521	$1,760,000	$4,851,519	$19,775,040
City of Port Angeles	$10,565,000	$13,400,000	$7,209,700	$31,174,700
City of Port Townsend	$402,535	$65,900,000	$16,653,246	$82,955,781
Squaxin Island Tribe	$3,285,945	$0	$0	$3,285,945
WSDOT	$119,780,559	$273,567,809	$518,140	$393,866,508
Total	**$206,989,040**	**$362,137,006**	**$44,683,563**	**$613,809,609**

2023-2028 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:
Edward Coviello, PRTPO Coordinator
60 Washington Ave, Suite 200
Bremerton WA, 98337
Phone: 360-824-4919
Email: edwardc@kitsaptransit.com

2023-2028 FUNDING SECURED PROJECTS - FINANCIAL CONSTRAINT

Funding Type	Year	Carry Over	Allocations	Available Revenue	RTIP Programmed	Remaining Funds
STBG	2023	$0	$2,567,866	$2,567,866	$2,567,866	$0
	2024	$0	$496,052	$496,052	$496,052	$0
	2025	$0	$1,686,967	$1,686,967	$1,686,967	$0
	2026	$0	$1,898,738	$1,898,738	$1,898,738	$0
STP(R)	2023	$0	$2,011,250	$2,011,250	$2,011,250	$0
	2024	$0	$0	$0	$0	$0
	2025	$0	$0	$0	$0	$0
	2026	$0	$0	$0	$0	$0
STP(BR)	2023	$0	$3,191,567	$3,191,567	$3,191,567	$0
	2024	$0	$3,950,000	$3,950,000	$3,950,000	$0
	2025	$0	$0	$0	$0	$0
	2026	$0	$0	$0	$0	$0
HSIP	2023	$0	$3,937,362	$3,937,362	$3,937,362	$0
	2024	$0	$2,329,856	$2,329,856	$2,329,856	$0
	2025	$0	$0	$0	$0	$0
	2026	$0	$0	$0	$0	$0
NHPP	2023	$0	$4,134,024	$4,134,024	$4,134,024	$0
	2024	$0	$13,401,679	$13,401,679	$13,401,679	$0
	2025	$0	$20,906,461	$20,906,461	$20,906,461	$0
	2026	$0	$5,829,867	$5,829,867	$5,829,867	$0
WFL, TA (R), TTP	2023	$0	$2,008,521	$2,008,521	$2,008,521	$0
	2024	$0	$7,061,042	$7,061,042	$7,061,042	$0
	2025	$0	$0	$0	$0	$0
	2026	$0	$0	$0	$0	$0
STATE	2023	$0	$21,844,643	$21,844,643	$21,844,643	$0
	2024	$0	$29,862,735	$29,862,735	$29,862,735	$0
	2025	$0	$96,512,726	$96,512,726	$96,512,726	$0
	2026	$0	$92,963,387	$92,963,387	$92,963,387	$0
LOCAL	2023	$0	$3,172,481	$3,172,481	$3,172,481	$0
	2024	$0	$1,004,098	$1,004,098	$1,004,098	$0
	2025	$0	$230,020	$230,020	$230,020	$0
	2026	$0	$388,120	$388,120	$388,120	$0
Totals		$0	$321,389,462	$321,389,462	$321,389,462	

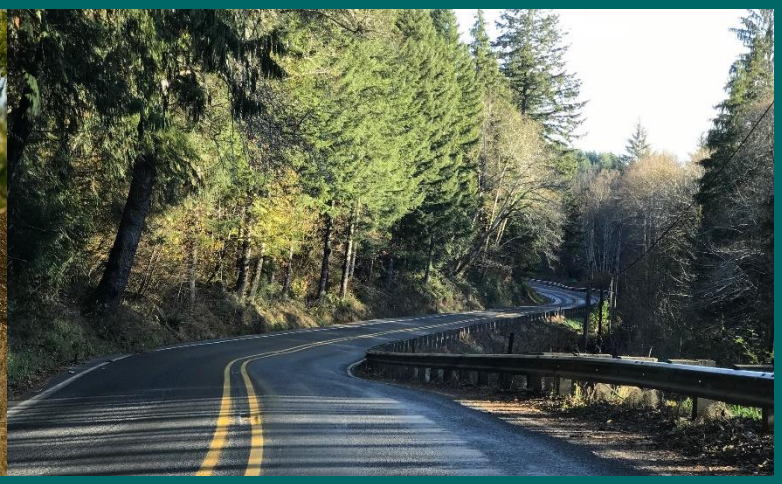
2023-28 Regional Transportation Improvement Program

PRTPO's 2023-2028 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.

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

2022 Human Services Transportation Plan





Peninsula RTPO
Human Services Transportation Plan Update

A Coordinated Public Transit - Human Services Transportation Plan for the Peninsula Region

Adopted - October 21, 2022
Amended - December 16, 2022

Click here to access plan online

PENINSULA RTPO

Transportation Outlook 2023

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

Skokomish Tribe

Squaxin Island Tribe

www.PRTPO.org

To our legislators in the 23rd, 24th, 26th, and 35th Districts,

Thank you for all you accomplished in 2022 to improve transportation funding and policy direction for our local partners. This annual collaboration with you, our legislative delegation, supports the work of our partners who build, operate, maintain, and manage all aspects of our transportation system and keep our communities moving. We value your partnership.

We look to 2023 with anticipation for what lies ahead and a sober dose of reality. Our major accomplishments this past year were just the next few steps on the challenging road before us, but they were important steps in the right direction.

We appreciate your support for completion of our remaining *Connecting WA* projects and timely delivery and coordination of the new *Move Ahead WA* investment package. These will have benefits throughout the region. And increased taxing authority for Transportation Benefit Districts is a welcome addition to the funding toolbox available to local agencies. It offers much-needed discretionary transportation revenue to take care of hard-to-fund essentials like the upkeep of neighborhood roads.

Your on-going efforts to increase the fairness and sustainability of transportation revenues helps our local partners working to assemble the complicated revenue packages necessary to finance big projects. It can take 10-20 years for a big project to go from plan to construction, whether it is a street realignment, ferry terminal upgrades, transit fleet transitions, or completion of the Olympic Discovery Trail. Our local partners must stack multiple revenue sources, each with their own constraints and timelines, and juggle the many different revenue requirements to deliver projects as efficiently as they can over a decade or longer.

One way to do more with existing revenue is by de-federalizing small local projects, swapping federal "STBG funds" for state funds. A pilot program to evaluate the merits of this federal funding exchange is included in the JTC's Federal Funding Work Group recommendation to the Governor. PRTPO urges you to support this program and join us in requesting that Clallam, Jefferson, and Mason Counties be included in this pilot program. The experience of these three counties and their local partners will be an asset in standing up an equitable funding swap program and documenting the financial and project delivery benefits for local agencies and the traveling public. Our members can demonstrate the value of this pragmatic funding exchange for rural counties across the state and the benefits this will have for Washington State.

PRTPO urges you to support this federal funding swap pilot program and request that Clallam, Jefferson, and Mason Counties be included

PRTPO and its members continue to look for ways to increase the resiliency of our rural, tribal, and small urban communities, reducing system disruptions and increasing the ability to respond and recover when disruptions do occur. Transportation and access are the foundation of rural resilience.

Your efforts to **make broadband access universal** is one such measure that not only addresses gaps in coverage but contributes to a more resilient region. Our communities have responded to these recent opportunities and are working to close service gaps and expand access to 21st century opportunities. We encourage your continued support for broadband while our partners work to connect every community in the region to high-speed internet.

Other regional resiliency needs will entail a combination of measures and innovative partnerships. A priority for PRTPO and its members is to **make Hood Canal Bridge operations more efficient and reduce disruptions** on both sides of this critical lifeline connection between the Kitsap and Olympic Peninsulas. Impacts of bridge closures are felt from Silverdale to Port Angeles. Closures directly impact commerce, emergency services, and transit in addition to the tens of thousands of passenger vehicles traveling this corridor every day. The reasons for bridge closures must be commensurate with the impacts those closures cause. Improvements will take coordination and collaboration among diverse stakeholders. Working together, we can improve system performance today and create greater capacity to recover from unexpected disruptions in the future with a mix of investments and coordination. ***It's time to start this discussion.***

Finally, we are grateful for the increased opportunities your efforts have produced to expand electric vehicle infrastructure into our rural and tribal communities. This is an important equity consideration where **rural economies of scale can't compete with metro areas and interstate corridors for EV infrastructure**. Impacts of these investments in our under-served communities will have far-reaching benefits and help ensure our rural, tribal, and small urban communities and businesses are on equal footing with access to the same funding resources for decarbonizing transportation and reducing fossil fuel dependency as their more urban counterparts. Continued support for funding criteria that recognize EV infrastructure needs of tribal and other rural communities will help our partners making the transition to a greener and more resilient transportation future.

Thank you for your on-going interest and support. We look forward to working with you this next year to improve mobility throughout the Peninsula region and keep travel safe and reliable.

Peninsula RTPO Key Contacts
www.PRTPO.org

Chair	Bek Ashby	bashby@portorchardwa.gov	360.731.0778
Vice-Chair	Randy Neatherlin	randyn@co.mason.wa.us	360.427.9670 x419
Secretary	Lindsey Schromen-Wawrin	lswawrin@cityofpa.us	360.406.4321
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

Transportation Outlook 2023
Peninsula RTPO Transportation Investment Priorities

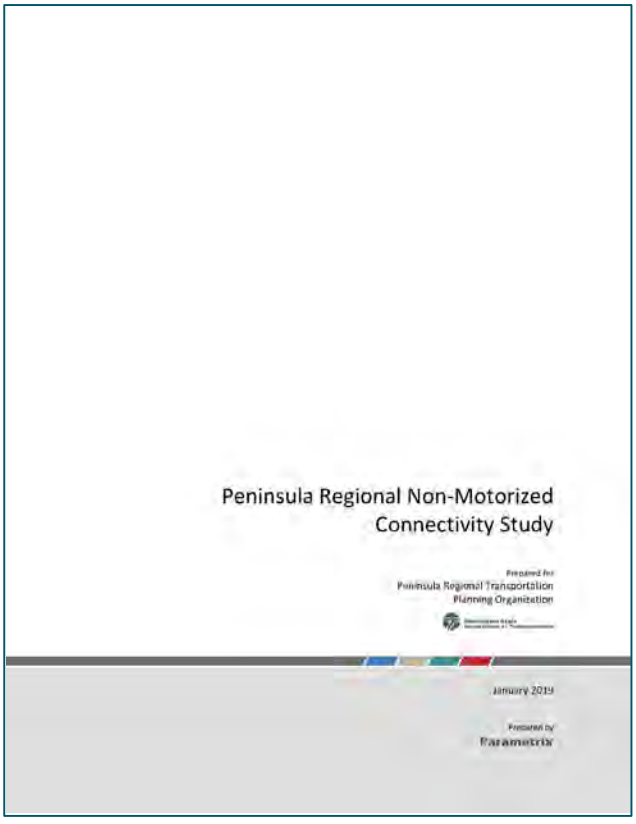
Project	Agency	LD#	PRTPO Priority Project Characteristics: Multiple Modes	Shovel-ready	Economic Chokepoint	System Preservation	Improve Safety	Special Needs Mobility	Increase Resiliency	Connecting WA	Reduces Enviro/GHG Impacts	Included in Local TIP	Total Cost	Already Secured
Johns Prairie Road and SR 3 Intersection Improvements *Reconstruct skewed, sub-standard major T-intersection to modern standards, realigning, grading, and channelizing for safety & efficiency*	Mason County	35	*		*		*	*	*			*	$15 M - $20 M	$0
SR 3 and North Bay Road Intersection Improvements *Design & construct modern intersection that benefits multiple modes of travel, improves economic chokepoint, and improves safety & resiliency*	Mason County	35	*		*		*	*	*				$5 M - $10 M	$0
SR 108/Old Olympic Highway Safety Project *Install (2) compact roundabouts at US 101/SR 108 ramp terminals and construct non-motorized pathway with lighting through interchange*	Squaxin Island Tribe / WSDOT	35	*				*					*	$ 3.3 M	$0
SR 3 Freight Corridor *(Belfair Bypass)* *Construct new corridor parallel to SR 3 in Belfair, providing alternate route and improved freight access*	WSDOT / Mason County	35	*	*	*		*		*	*		*	$78.9 M	$78.9 M
SR 3/16 Gorst Project - Resiliency, Mainline Capacity, & Non-Motorized Connectivity *Improve SR 3/16 in Gorst*	Kitsap County	26, 35	*		*		*		*		*		$425 M	$74.0 M
Sedgwick Rd/SR 160 Corridor Improvements *Design and construct near-term improvements described in WSDOT's 2018 SR 16 Corridor Congestion Relief Study.*	Port Orchard	26	*		*		*		*		*	*	$6.0 M	$0
Elwha River Bridge Replacement *Replace deficient 1926 bridge with new structure designed to current standards with secured funding in an efficient and timely manner*	WSDOT / Clallam County	24	*	*		*			*			*	$30.3 M	$30.3 M
Olympic Discovery Trail - Forks to La Push *Complete next 13 mile segment of the ODT connecting Forks to La Push and the Quileute Nation, Olympic National Park coastal trailheads*	Clallam County	24	*				*		*			*	$21 M	$7.6 M
SR 19 Chimacum Rhody Drive Ped-Bike Improvements *Construct pedestrian/bicycle facilities along SR 19 from HJ Carroll County Park to Chimacum Crossroad*	Jefferson County	24	*	*			*		*			*	$1.8 M	$0.3 M
Olympic Discovery Trail - Larry Scott Trail - US101 S Discovery Bay *Construct accessible 10.12 mile segment of the ODT and Pacific NW National Scenic Trail systems (East Olympic Peninsula)*	Jefferson County	24	*				*		*			*	$15.6 M	$3.8 M
Peabody Creek/Lincoln Street Culvert Repair *Critical culvert repair to minimize potential for collapse and property damage, and improve fish passage*	Port Angeles	24	*			*	*	*	*		*	*	$ 3.9 M	$0.6 M
SR 112 Repair and Repaving Project - Clallam Bay to Neah Bay *Complete repairs and repaving of 23 mile state highway from Clallam Bay to Neah Bay, the only road access to the Makah Nation*	Makah Nation / WSDOT	24	*	*		*	*		*				$30 M	$0
N Sequim Avenue Sidewalk and Bike Lane Project *Improve N Sequim Ave from US 101 thru Sequim with urban sidewalk & bike facilities, lighting, turn lanes, stormwater & RAB upgrades*	Sequim / WSDOT	24	*	*			*	*				*	$4.2 M	$2.0 M
SR 104 Kingston Congestion Mitigation *Construct SR 104 realignment from Main Street and congestion/safety improvements*	Kitsap County	23	*	*	*		*	*				*	$20 M	$20.0 M
Noll Road Corridor Improvements *Three phases of corridor projects will improve multimodal mobility, increase system safety, and improve traffic flow along SR 305 corridor*	Poulsbo	23	*		*		*		*	*		*	$32.0 M	$25.0 M
PRTPO PRIORITY FREIGHT PROJECTS FOR FMSIB/LEGISLATIVE FUNDING PACKAGE														
SR 117 Truck Route at US 101 Interchange Improvement *Enable full directionality at interchange, reconfiguring interchange to improve efficient freight access and overall safety*	Port Angeles	24	*		*		*		*			*	$ 7.8 M	$0.26 M
US 101 Intersection Improvements - Knapp Road to Old Gardiner *Analyze & design (3) intersection improvements for safety and efficiency for trucks and recreational vehicles in commercial/recreation center*	Jamestown S'Klallam Tribe	24	*		*		*		*			*	$ 0.40 M	$0.04 M
Yarr Bridge Replacement *Replace the Yarr Bridge before weight restrictions force long detours on the only corridor between Chimacum and US 101 at Quilcene*	Jefferson County	24	*		*	*			*			*	$ 3.5 M	$0
Pavement Preservation, Asset Management, and State of Good Repair *PRTPO stands with its local, state, and tribal partners in reiterating the need for adequate, predictable funding to preserve and maintain the existing transportation system - streets and highways, bridges, ferry terminals and vessels, transit infrastructure, trails and pathways, sidewalks, airport runways, port terminals, and technology. Existing revenues are insufficient or unreliable for maintaining State of Good Repair.*														

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.



Title VI Plan

Other Required Documents

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

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APPENDIX

A. USDOT 1050.2A, Standard Assurances with Appendices
B. PRTPO Complaint Form
C. LEP Plan

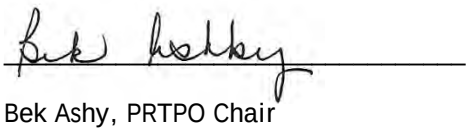
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TITLE VI POLICY STATEMENT AND AUTHORITIES

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:

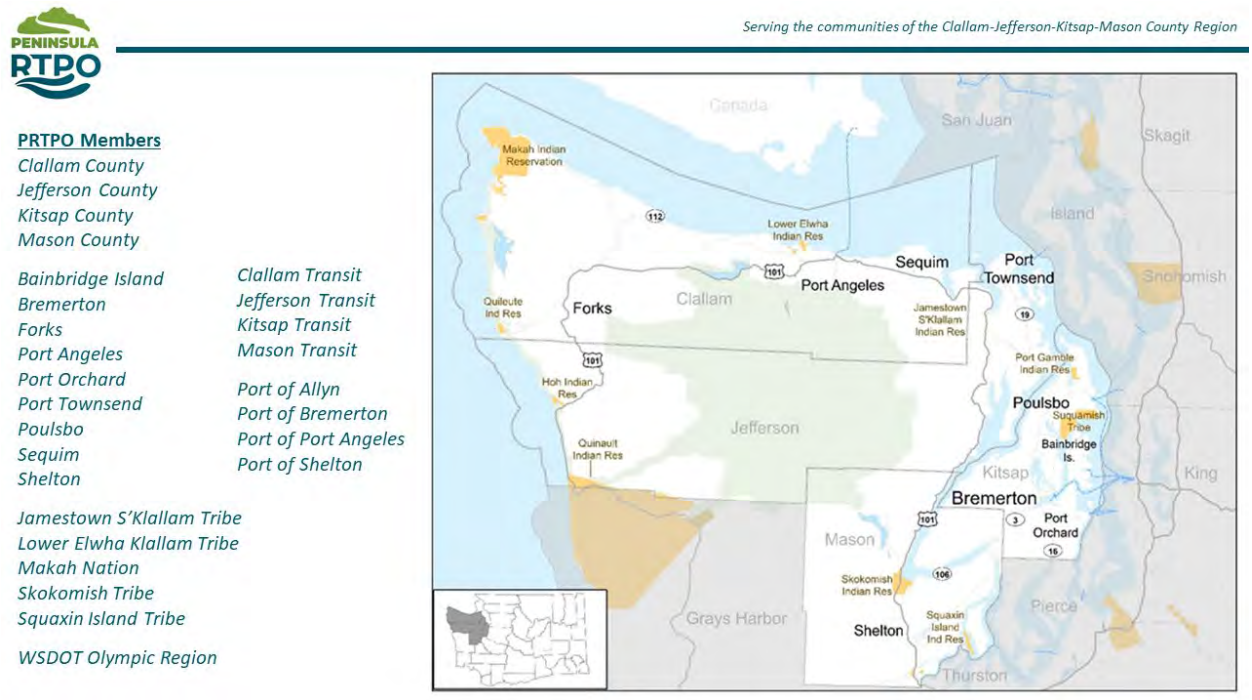
Title VI of the Civil Rights Act of 1964; 42 USC 20000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3.

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

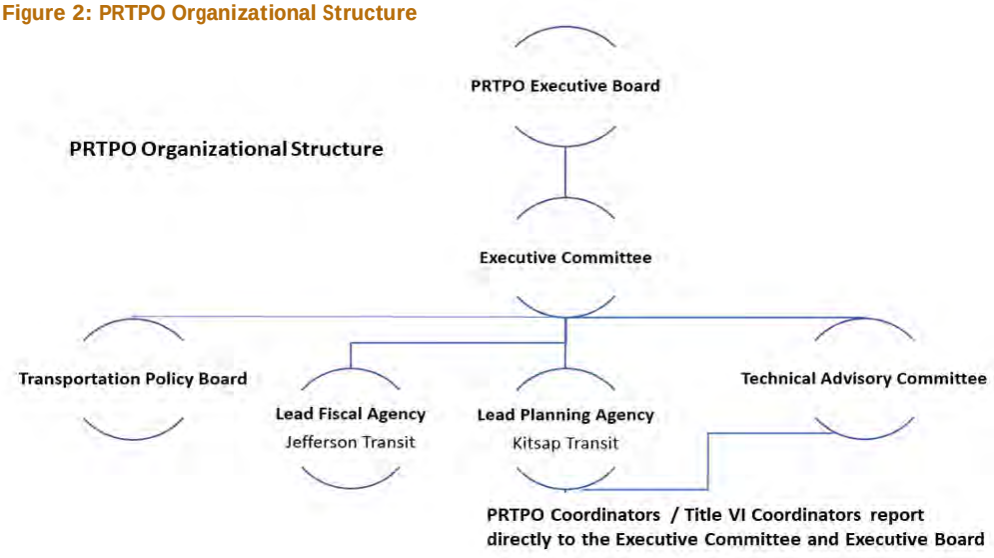
Kitsap Transit is contracted by PRTPO to serve as the designated Lead Planning Agency and is responsible for delivering the regional work program as directed by the Executive Board and established in the adopted UPWP. Kitsap Transit assigns two staff part-time as PRTPO Coordinators to deliver the work 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

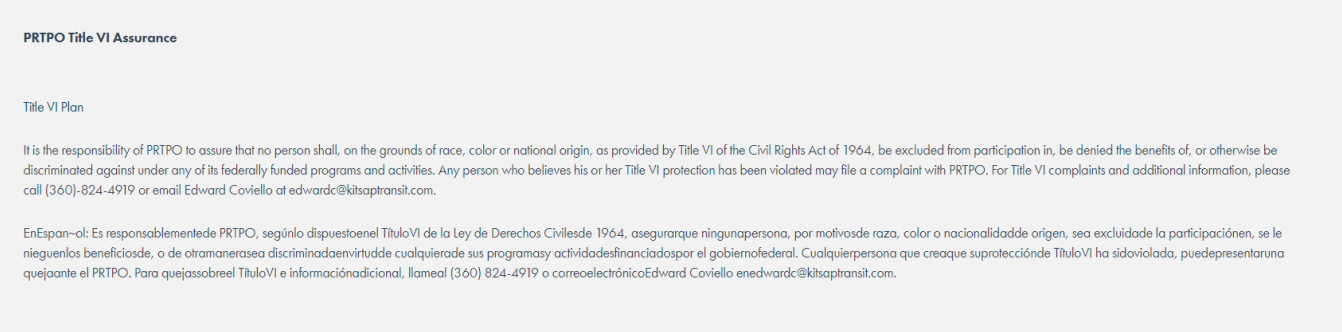
PRTPO Coordinators maintain program administration documentation and data necessary for preparation of annual Title VI reports. In keeping with PRTPO's policy of nondiscrimination, PRTPO Coordinators participate in applicable educational and training opportunities as needed.

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.

Title VI Annual Report

Other Required Documents

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.

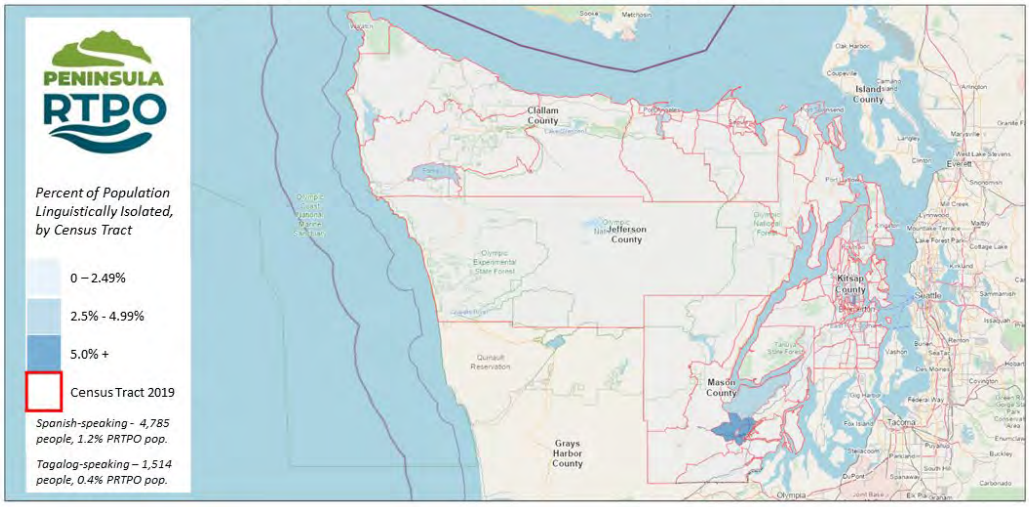
3. Community Demographics – Using a map of the RTPO's boundaries, describe the demographics of the RTPO's service area (e.g., race, color, national origin, low-income). List, by individual languages, the percent of the population(s) that is limited English proficient.

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.

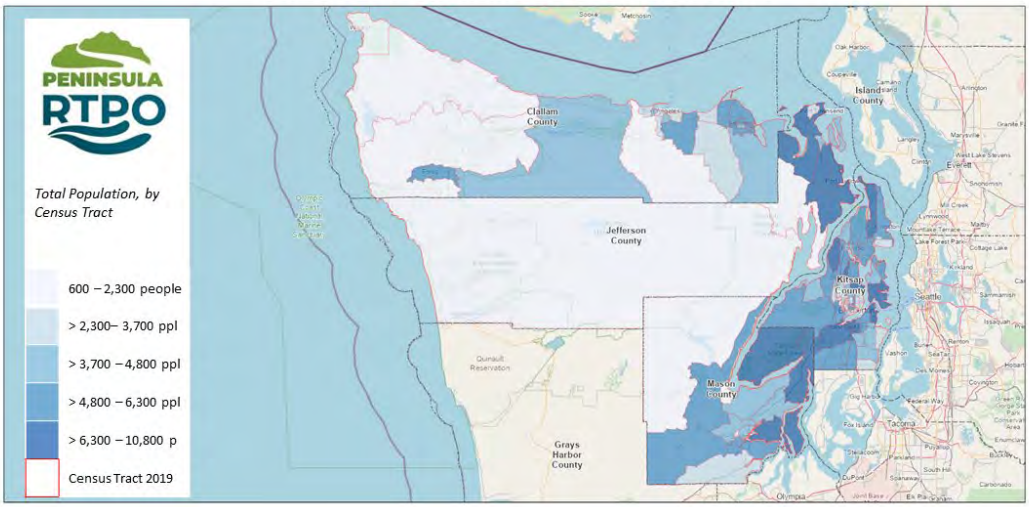
- *4,785 people are Spanish-speaking LEP individuals (1.2% total Peninsula Region population)*
- *1,514 people are Tagalog-speaking LEP individuals (0.4% total Peninsula Region population)*

The following maps illustrate the geographic distribution of linguistically isolated populations and other key demographic characteristics of the Peninsula Region.

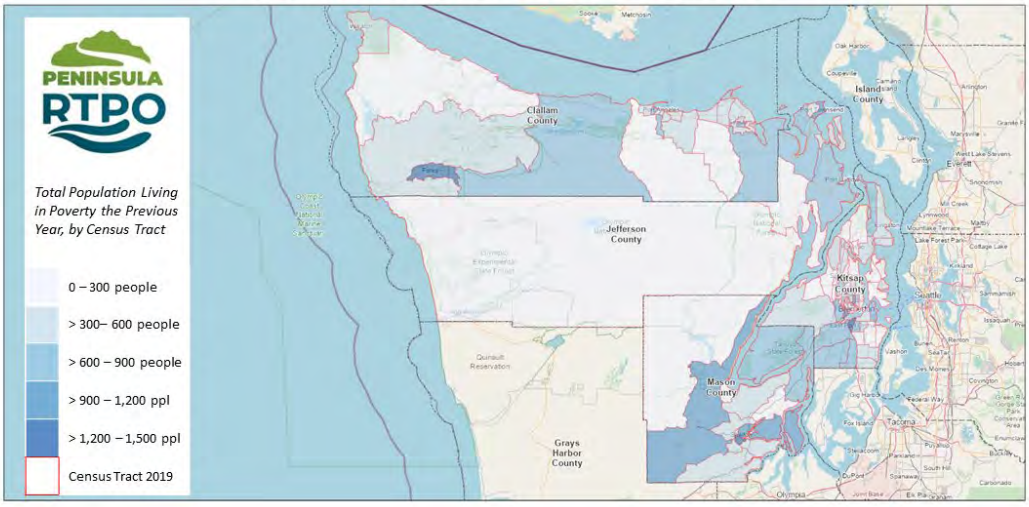
Linguistic Isolation in Peninsula Region – 2015 ACS Data



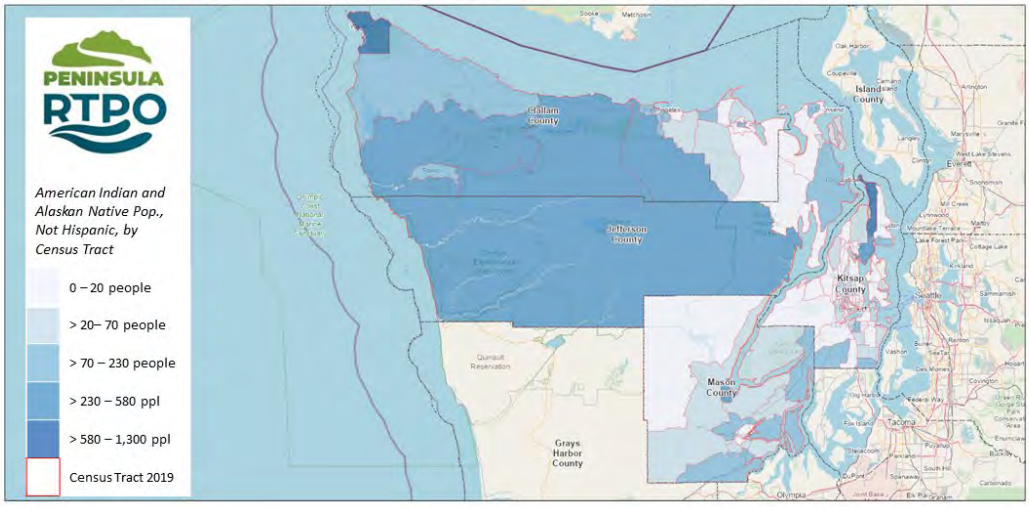
Total Population in Peninsula Region – 2015 ACS Data



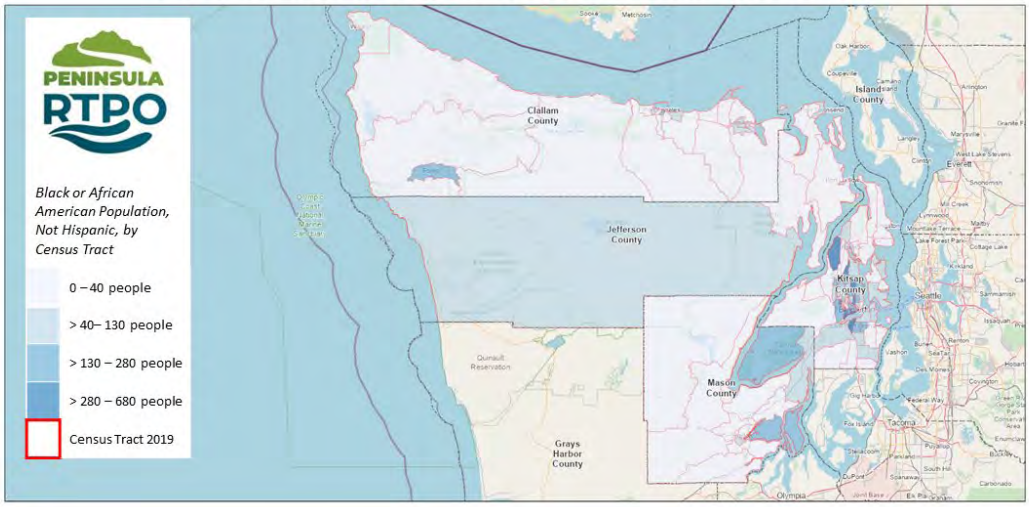
Population in Poverty in Peninsula Region – 2015 ACS Data



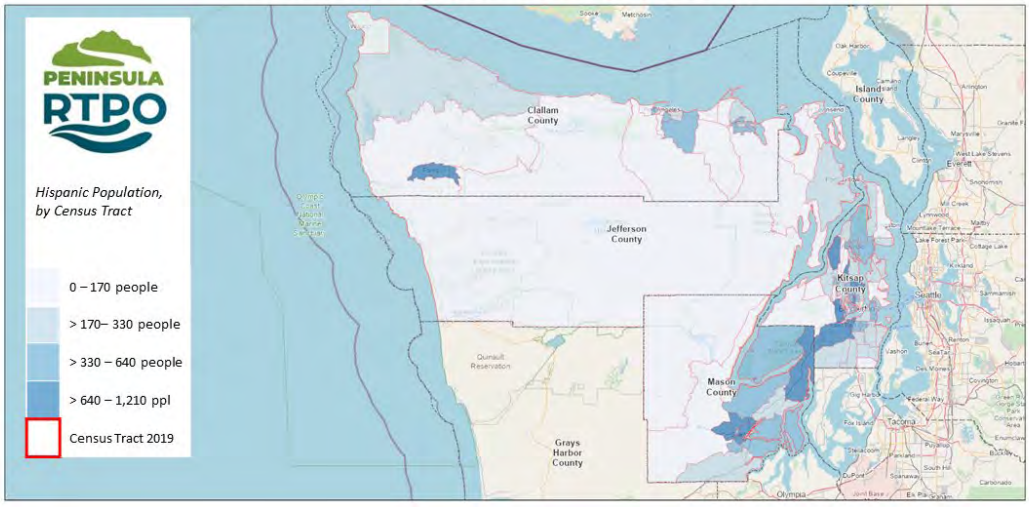
American Indian and Alaskan Native Population in Peninsula Region – 2015 ACS Data



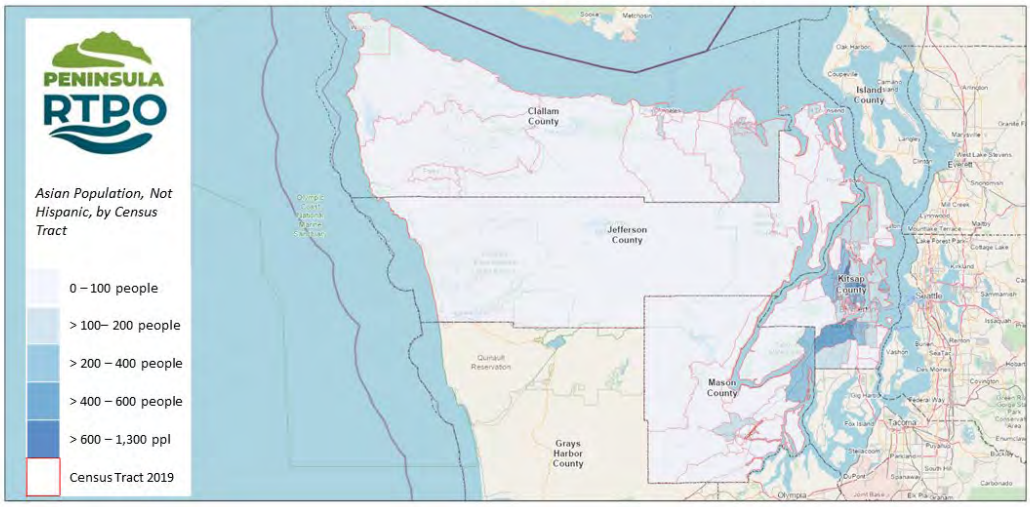
Black or African American Population in Peninsula Region – 2015 ACS Data



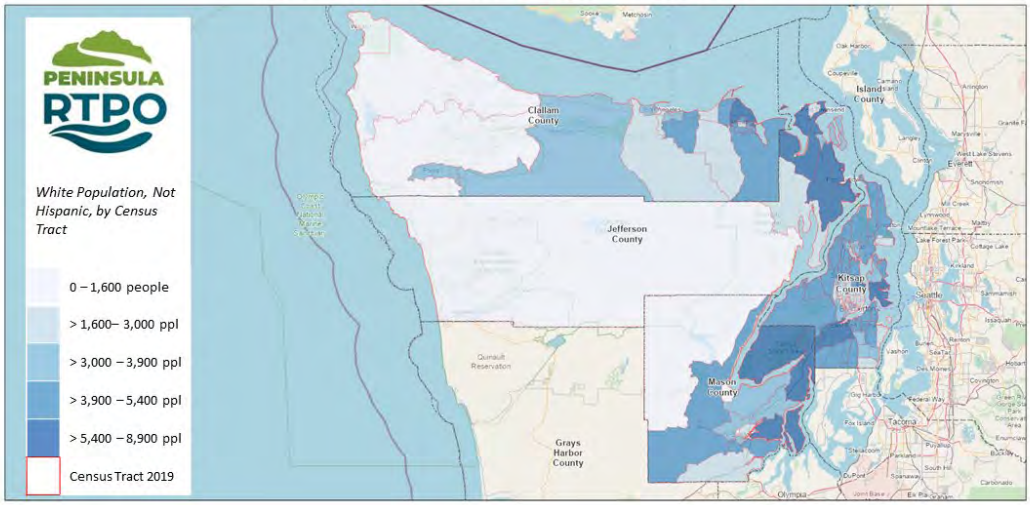
Hispanic Population in Peninsula Region – 2015 ACS Data



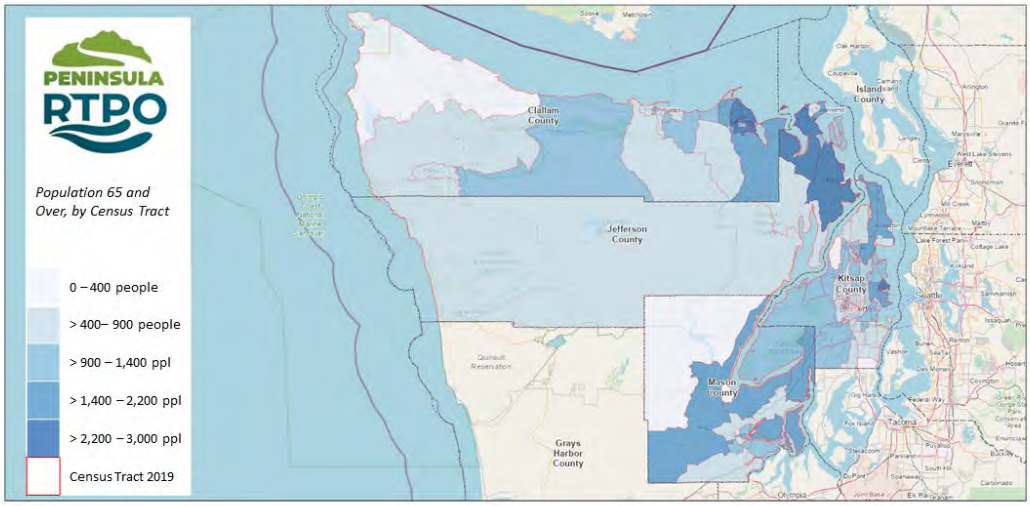
Asian Population in Peninsula Region – 2015 ACS Data



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).

PENINSULA RTPO

Title VI Complaint Log

Case Number	Complainant/ Address	Filing Date	Basis	Status	Disposition

DOT Form 140-562LA
Revised 04/2021

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

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

Regional Transportation Plan Biennial Review & Certification

Other Required Documents

Approved 18 Feb 2022

PRTPO Biennial Currency Review of the 2040 Regional Transportation Plan

PRTPO's 2040 Regional Transportation Plan (RTP) was adopted by the Executive Board in October 2019. Per a statutory requirement in the Revised Code of Washington (RCW) 47.80.030(2), PRTPO must review the RTP every two years for currency and forward this biennial review to the Washington State Department of Transportation (WSDOT). That is the rationale for this 2021 biennial currency review.

2021 Statement of Currency

PRTPO's 2040 Regional Transportation Plan is current with all state requirements and continues to support the Executive Board's on-going planning and decision-making processes. No update to the long-range plan is warranted at this time.

The next biennial review will occur in late 2023.

Biennial Review Documentation

PRTPO's 2021 biennial review involves two tests to demonstrate that the RTP adopted in October 2019 is still current and useful for its intended purpose:

1 – It continues to comply with RCW and WAC requirements

2 – It continues to support PRTPO's work program and decision-making activities

The following brief documents findings of the biennial currency review.

1. Currency with RCW and WAC Requirements

Requirements spelled out in RCW 47.80.030 and in WAC 468-86-080 through 468-86-140 describe the elements of a statutorily compliant Regional Transportation Plan for state RTPOs. This biennial currency review of PRTPO's 2040 RTP looks for regionally significant changes in the last two years that render some or all of the required elements in the existing RTP outdated and thus meriting an update. Statutory requirements are summarized below. Reviewers wishing to read the full legislative language as well as the Growth Management Act implementing legislation governing the corresponding local planning processes are encouraged to follow the above links to the Washington State legislative website.

a. Identify existing and planned facilities of regional significance

Have plans for new regionally significant facilities been developed in the last two years that were not included in the RTP and now warrant an update for the RTP to remain relevant and useful for PRTPO?

No new plans for regionally significant facilities or services have been introduced in the last two years.

b. Establish level of service for state highways of regional significance

Have changes been made to LOS standards on state highways of regional significance in the last two years that warrant a plan update for the RTP to remain relevant and useful for PRTPO?

No changes have been made to established Level of Service standards on state highways of regional significance in the last two years.

c. Include a financial plan

Have significant changes occurred in the last two years that warrant updates to the financial plan for the RTP to remain relevant and useful for PRTPO?

No significant changes to revenue sources or likely availability of project funds have occurred in the last two years that can be reasonably forecasted in the RTP.

d. Promote preservation and efficiency of existing system

Have any changes in the last two years reduced the RTP's support for system preservation and efficiency such that it needs to be updated to support PRTPO decision-making?

The RTP continues to emphasize the importance of system preservation and efficiency.

e. Regional transportation goals and objectives

Have significant changes occurred in the last two years that warrant updates to any of the RTP goals and objectives for the RTP to remain relevant and useful for PRTPO?

PRTPO policy makers regularly use the RTP to inform on-going transportation planning and decision-making processes, to promote regional perspectives, to encourage partnerships and collaboration between local, state, and tribal governments, and to support public education and involvement. The current RTP supports Executive Board decisions about work program development (e.g. EV readiness, system resiliency), legislative priorities, and other regional transportation planning concerns relevant to PRTPO members.

f. Regional transportation strategy

Have significant changes occurred in the last two years that warrant updates to the regional transportation strategy for the RTP to remain relevant and useful for PRTPO?

No changes to the transportation strategy or fundamental approach to coordinated regional transportation planning have been introduced in the last two years.

g. Needs, deficiencies, data requirements, and assumptions

Have significant changes occurred in the last two years that warrant updates to any of these elements for the RTP to remain relevant and useful for PRTPO?

- Existing regional transportation facilities and services
- Identification of regional transportation needs
- Forecasts of future travel demand
- Future regional transportation system deficiencies
- Common regional assumptions used for modeling purposes

No significant changes have undermined the inventory and assessments of the existing RTP, nor have pronounced shifts in travel mode or demand materialized sufficiently to support any kind of long-range forecast update for the region.

Have new performance monitoring metrics been identified to augment traffic volumes and vehicle miles of travel (VMT), which the RTP already includes?

No new regional performance metrics have been introduced in the last two years.

Have regional growth patterns changed sufficiently that the RTP is no longer consistent with local Comprehensive Plans?

No regionally significant changes to local land use plans were proposed in the last two years.

h. Least cost planning

Have significant changes occurred in the last two years that warrant updates to PRTPO's least cost planning approach for the RTP to remain relevant and useful for PRTPO?

PRTPO's advocacy for responsible, cost-effective strategies and investments, including emphasis on system preservation and multimodal efficiency, is still appropriate for the region.

2. Support for PRTPO Work Program and Decision-Making

The second test to demonstrate currency of the existing RTP is whether it adequately supports the Executive Board in developing the regional transportation work program and in its decision-making processes.

a. Work Program Support

Demonstration of how the RTP supports the on-going regional transportation work program is evident in the commitment PRTPO has made to RTP follow-up planning activities in the areas of climate response and system resilience.

- With its modest planning budget PRTPO is convening a diverse group of regional stakeholders in exploring and pre-positioning for grants to expand the region's capacity to support electric vehicles (EV) and other zero-emissions mobility options in the future.
- PRTPO established an online EV resource portal to support the work of its members and other agencies working to establish a regional network of charging facilities across the Olympic and Kitsap Peninsulas.
- PRTPO supports efforts of the WA Department of Fish & Wildlife in obtaining construction funds to elevate US 101 six feet over the Duckabush River estuary, restoring vital salmon habitat and increasing the seismic and inundation resilience of the vital US 101 route.

The RTP clearly provides guidance that supports practical and meaningful planning activities that are feasible within PRTPO's financially constrained work plan, the SFY 2022-2023 UPWP.

The UPWP also identifies some Unfunded Needs derived from the RTP that could be undertaken with additional resources, including efforts to enhance multimodal resilience, expand rural intercity bus travel, increase multimodal system safety, and innovations to reduce greenhouse gas emissions in rural and small urban settings. These can all be traced back to recommendations and public input on the 2040 Regional Transportation Plan and will be pursued by PRTPO or other partners as funding allows. This further demonstrates the currency and usefulness of the 2040 RTP to PRTPO in identifying planning activities that can support regional planning objectives.

b. Decision-making Support

Demonstration of how the RTP supports Executive Board decision-making is evident in the Transportation Outlook priorities PRTPO develops annually to educate legislators about regional concerns. Consistent with the RTP, Board priorities include stable and reliable funding for system preservation, support for ferry vessel replacement and operations, coordination with WSDOT to get funding support for important state projects, and more efficient use of existing resources. Funding concerns of local agencies reflected in the RTP drives PRTPO support for more efficient and flexible use of federal funds for small local projects. And the Board continues to promote support for EV readiness and system resilience as well as universal broadband access with its legislative delegation.

All projects identified in the 2022 Transportation Outlook are consistent with and supportive of the RTP. The Board has identified no regional policy concerns or priority project needs that conflict with or are inconsistent with the RTP. The RTP continues to adequately support Executive Board decision making and inform its communications and information outreach.

For More Information:

Thera Black | 360.878.0353 | TheraB@PeninsulaRTPO.org
Edward Coviello | 360.824.4919 | EdwardC@KitsapTransit.com

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

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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 2022 Quarterly Invoices

Finance

Approved 17 December 2021

ACTION ITEM

To: PRTPO Executive Board
From: Thera Black, PRTPO Coordinator
Date: December 10, 2021
Subject: **SFY 2022 1st Quarter Expense Voucher Approval**

REQUESTED ACTION:

Approve 1st quarter expenditures for the SFY 2022 Unified Planning Work Program in the amount of $33,907.50.

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 2022 1st Quarter Invoice Reimbursement Package*

Peninsula Regional Transportation Planning Organization
2022-23 UPWP Budget Report - SFY 2022 Quarter 1
July 1, 2021 - September 30, 2021

Work Program Element	SFY 2022 Budget	SFY 2023 Budget	Total 22-23 Biennium	Previous Expenditures	Current Expenditures	State RTPO Revenues	HSTP Grant Contract*	Remaining Budget
Program Administration	$ 79,161	$ 79,161	**$ 158,322**	$ -	$ 22,045	$ 22,045		**$ 136,277**
Transportation Planning	$ 89,900	$ 89,900	**$ 179,800**	$ -	$ 8,650	$ 8,650		**$ 171,150**
Regional TIP	$ 8,100	$ 8,100	**$ 16,200**	$ -	$ 3,212	$ 3,212		**$ 12,988**
Other PRTPO Activities	$ -	$ -	**$ -**	$ -	$ -	$ -		**$ -**
Totals	**$ 177,161**	**$ 177,161**	**$ 354,322**	**$ -**	**$ 33,908**	**$ 33,908**	**$ -**	**$ 320,415**

HSTP Grant Contract expenses are billed directly to Kitsap Transit. They are not included on the WSDOT Quarterly Invoice.

Acronyms:

HSTP	Human Services Transportation Planning
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 / Kitsap Transit
60 Washington Ave, Ste 200
Bremerton, WA 98337-1888

Vendor # 911209091

Agreement # GCB 3520

Invoice Date 11/4/2021

Billing Time Period

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

11/4/2021

TITLE Transportation and Land Use Planner

TOTAL RTPO REIMBURSEMENT requested this invoice **$33,907.50**

Allocation Authorized	$274,321.00
Biennium Expenditures-to-Date	$33,907.50
Allocation Balance	$240,413.50

WORK ELEMENT	DESCRIPTION	Previous Expenditures TO-DATE	CURRENT PERIOD EXPENDITURES	Biennium Expenditures TO-DATE
Program Administration	Salaries		$18,267.93	$18,267.93
	Travel			$0.00
	Consultants			$0.00
	Miscellaneous		$3,777.23	$3,777.23
				$0.00
	Total	$0.00	$22,045.16	$22,045.16
Transportation Planning	Salaries		$8,650.00	$8,650.00
	Travel			$0.00
	Consultants			$0.00
	Miscellaneous			$0.00
				$0.00
	Total	$0.00	$8,650.00	$8,650.00
Regional TIP	Salaries		$2,397.56	$2,397.56
	Travel			$0.00
	Consultants			$0.00
	Miscellaneous		$814.78	$814.78
				$0.00
	Total	$0.00	$3,212.34	$3,212.34
Other PRTPO Activities	Salaries			$0.00
	Travel			$0.00
	Consultants			$0.00
	Miscellaneous			$0.00
				$0.00
	Total	$0.00	$0.00	$0.00
	TOTAL RTPO Reimbursement	$0.00	$33,907.50	$33,907.50

RTPO	Peninsula RTI	GCB 3520
Billing Time Period		

TPO Reviewer	Date
Edward Coviello	11/4/2021

RTPO UPWP ACTIVITY DETAIL

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

Program Administration

Meeting Support. Provided staff support for August Executive Committee and Executive Board, September Executive Committee, and July and September TAC meetings. 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)

Public Information and Communications. Maintained PRTPO website, posting updated materials and meeting information. Maintained PRTPO's YouTube channel, posting content associated with work program activities. Developed PRTPO materials for WSTC Annual Report. Responded to inquiries and requests for information. (on-going)

Title VI Compliance. Completed public review of draft Title VI Plan update and finalized for Executive Board approval in August. Completed 2021 Title VI Annual Report. Continued to monitor for Title VI complaints; none were received. (on-going)

PRTPO Support. Updated PRTPO Quick Start Guide and met with new representatives on the Executive Board. Developed new PRTPO UPWP Development policy. Developed regular PRTPO Coordinator updates to keep members apprised of relevant activities outside of scheduled agenda topics. Updated the PRTPO Resource Manual version 2.2 and posted online. Researched and summarized federal Infrastructure Investment and Jobs Act for August Executive Board meeting. Responded to member requests for information. Worked with Lead Planning Agency and Fiscal Agent to update service agreements with PRTPO for the 2022-2023 biennium. Maintained on-going coordination and communication between lead agencies and Executive Committee and Executive Board. (on-going)

Work Program Management. Closed out SFY 2021 work program and associated fiscal and administrative activities. Worked with Executive Committee, Lead Agencies, and WSDOT offices to resolve HSTP funding questions. Completed and submitted SFY 2021 UPWP Annual Report. Monitored work program budget and activities. (on-going)

Accounting. Completed regular accounting and invoicing activities. Completed SFY 2021 4th quarter invoicing for PRTPO expenses. (on-going)

Consultant/Misc/Travel.:

N/A

Transportation Planning

Long-range Regional Planning. Advanced RTP follow-up activities to increase EV readiness of the Peninsula region with a work program proposal for education and communication, convening stakeholders, and coordinating and distributing information to members and EV stakeholders. Maintained communications with EV stakeholders about upcoming funding opportunities and information needs. (on-going)

Regional Coordination and Collaboration. Convened training session with WSDOT Local Programs in July for TAC members. Participated in August meetings of MPOs and RTPOs, and WSDOT's MPO/RTPO Coordinating Committee. Participated in meetings of the North Olympic Development Council and provided RTPO input for the Clallam-Jefferson Counties CEDS update. Worked with WSDOT to identify and respond to member questions about USBRS designation of Olympic Discovery Trail and other facilities in the Peninsula region. Reviewed proposed project proposals by Port Townsend and by WDFW for consistency with Regional Transportation Plan. Developed letters of support for various member grant applications. (on-going)

Tribal Consultation. Maintained on-going communications with tribal members and other tribal partners. (on-going)

Human Services Transportation Planning. Reviewed WSDOT materials and prepared for upcoming update of Human Services Transportation Plan. Worked with Kitsap Transit in drafting an agreement with PRTPO for administration and performance of the HSTP grant. Met with Amanda Farrar of Coastal CAP to help her assess new Driven to Opportunities program mobility objectives, service, and coordination opportunities with other mobility providers. (on-going)

Transportation Outlook. Worked with Legislative Work Group subcommittee to review and update key messages, legislative priorities, and draft folio materials for Executive Board review. Worked with TAC members to update regional list of projects. (on-going)

Consultant/Misc/Travel.:

N/A

Regional TIP

Develop and Maintain Regional TIP. Developed draft 2022-2027 Regional TIP for public review and review/recommendation by the TAC. Provided member agency support in submitting projects to the STIP. Worked on development of ArcGIS RTIP mapping tool. (on-going)

Monitor Obligation Authority. Monitored OA targets and project obligations. Supported member agency obligation efforts with Local Programs. (on-going)

Consultant/Misc/Travel.:

N/A

Other PRTPO Activities

None.
Consultant/Misc/Travel.:
N/A

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

SIGNATURE	TITLE	DATE
	Transportation & Land Use Planner	11/4/2021

Approved 18 February 2022

ACTION ITEM

To: PRTPO Executive Board
From: Thera Black, PRTPO Coordinator
Date: February 11, 2022
Subject: **SFY 2022 2nd Quarter Expense Voucher Approval**

REQUESTED ACTION:

Approve 2nd quarter expenditures for the SFY 2022 Unified Planning Work Program in the amount of $28,699.19.

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 2022 2nd Quarter Invoice Reimbursement Package*

Peninsula Regional Transportation Planning Organization
2022-23 UPWP Budget Report - SFY 2022 Quarter 2
October 1, 2021 - December 31, 2021

Work Program Element	SFY 2022 Budget	SFY 2023 Budget	Total 22-23 Biennium	Previous Expenditures	Current Expenditures	Remaining Budget
Program Administration	$ 79,161	$ 79,161	$ 158,322	$ 22,045	$ 17,190	$ 119,086
Transportation Planning	$ 49,900	$ 49,900	$ 99,800	$ 8,650	$ 9,844	$ 81,306
Regional TIP	$ 8,100	$ 8,100	$ 16,200	$ 3,212	$ 1,665	$ 11,323
Other PRTPO Activities	$ -		$ -	$ -	$ -	$ -
Totals	$ 137,161	$ 137,161	$ 274,322	$ 33,908	$ 28,699	$ 211,715

HSTP Grant Contract expenses are billed directly to Kitsap Transit. They are not included on the WSDOT Quarterly Invoice.

HSTP Grant	
$80,000	Grant Award
($1,500)	Q2 Expenses
$78,500	Balance

Acronyms:

HSTP	Human Services Transportation Planning
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 / Kitsap Transit
60 Washington Ave, Ste 200
Bremerton, WA 98337-1888

Vendor # 911209091

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 **1/27/2022**

TITLE Transportation and Land Use Planner

TOTAL RTPO REIMBURSEMENT requested this invoice **$28,699.19**

Agreement # GCB 3520

Invoice Date 1/27/2022

Billing Time Period
10/1/2021 - 12/31/2021

Allocation Authorized	$274,321.00
Biennium Expenditures-to-Date	$62,606.69
Allocation Balance	$211,714.31

WORK ELEMENT	DESCRIPTION	Previous Expenditures TO-DATE	CURRENT PERIOD EXPENDITURES	Biennium Expenditures TO-DATE
Program Administration	Salaries	$18,267.93	$14,098.58	$32,366.51
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$3,777.23	$3,091.86	$6,869.09
		$0.00		$0.00
	Total	$22,045.16	$17,190.44	$39,235.60
Transportation Planning	Salaries	$8,650.00	$9,844.00	$18,494.00
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$0.00		$0.00
		$0.00		$0.00
	Total	$8,650.00	$9,844.00	$18,494.00
Regional TIP	Salaries	$2,397.56	$1,664.75	$4,062.31
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$814.78		$814.78
		$0.00		$0.00
	Total	$3,212.34	$1,664.75	$4,877.09
Other PRTPO Activities	Salaries	$0.00		$0.00
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$0.00		$0.00
		$0.00		$0.00
	Total	$0.00	$0.00	$0.00
	TOTAL RTPO Reimbursement	$33,907.50	$28,699.19	$62,606.69

RTPO	Peninsula RTI	GCB 3520
Billing Time Period	10/1/2021 - 12/31/2021	

TPO Reviewer	Date
	1/27/2022

RTPO UPWP ACTIVITY DETAIL

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

Program Administration

Meeting Support. Provided staff support for Executive Committee, Executive Board, and Technical Advisory Committee meetings. 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)

Public Information and Communications. 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)

Title VI Compliance. Continued to monitor for Title VI complaints; none were received. (on-going)

PRTPO Support. Developed and executed update of Legal Services and PRTPO Coordinator agreements. Finalized new UPWP development policy. Developed and executed agreement with Kitsap Transit regarding Human Services Transportation Planning funding administration, with briefing materials for Board. Completed PRTPO Resource Manual update version 2.3. Responded to member requests for information. Maintained on-going coordination and communication between lead agencies and Executive Committee and Executive Board. (on-going)

Work Program Management. Facilitated resolution of outstanding HSTP funding questions with PRTPO, WSDOT, and LPA processes, and worked with LPA staff to set up agreements. Reviewed and commented on 2023 work program guidance from WSDOT. Set up quarterly tracking system for new biennium. Monitored work program budget and activities. (on-going)

Accounting. Completed regular accounting and invoicing activities. Completed SFY 2022 2st quarter invoicing for PRTPO expenses. (on-going). Completed and submitted annual financial report to State Auditor's office during 2nd Qtr SFY 22

Consultant/Misc/Travel.:

N/A

Transportation Planning

Long-range Regional Planning. Finalized EV work plan for Executive Board approval. Developed, hosted, and participated in EV infrastructure forum featuring EVSE and organizational perspectives, with follow-up. Maintained communications with EV stakeholders about upcoming funding opportunities and information needs. Completed draft RTP Biennial Review for final Executive Board approval in February. (on-going)

Regional Coordination and Collaboration. Participated in quarterly meetings of MPOs and RTPOs, and WSDOT's MPO/RTPO Coordinating Committee, as well as the statewide rural-only RTPO group. Worked with GHCOG staff to explore collaboration opportunities for local EV grants. Reviewed and commented on transportation element of draft Comprehensive Economic Development Strategy for North Olympic Peninsula. Worked with WDFW staff to prepare Executive Board briefing on the US 101/Duckabush Estuary elevation project, with follow-up. Met with representatives from Energy NW and from Pacific NW National Labs on clean energy and EV opportunities for PRTPO members and stakeholders. Worked with TAC Chair and WSDOT to set up January work session on policy shifts concerning stormwater management and NEPA approval for local agency projects; extended invite to GHCOG, IRTPO, and TRPC local agencies. Met with WSDOT freight staff to get clarity on upcoming WSDOT call for freight projects and regional role in the process and briefed Executive Board on fast-turnaround process. (on-going)

Tribal Consultation. Worked with Makah Nation and WSDOT regarding designation of SR 112 segment as a part of the Makah's roadway inventory. Distributed information to all tribes in the region on FEMA training opportunities for tribal hazard mitigation planning and followed up with links to the webinar and training materials. Maintained on-going communications with tribal members and other tribal partners. (on-going)

Human Services Transportation Planning. Participated in WSDOT Human Services Transportation Planning training session. Developed synthesis of needs and strategies from 2019 HSTP. Evaluated synthesis against the findings of WSDOT's detailed evaluation of 2019 plans to identify areas of common concern and those more specific to rural regions and to the Peninsula region, for later follow-up. Developed scope of work for engagement and data collection, and coordinated opportunities for Board input through 2022. (on-going)

Transportation Outlook. Finalized draft folio and worked with subcommittee to develop agenda for legislative forum. Scheduled and hosted regional legislative forum; participated in individual forum for the 26th district. Followed up with TAC regarding legislative interest in federal funding flexibility measures identified by PRTPO and worked with Board to develop small subcommittee to advance this measure. (on-going)

Regional Grants Administration. Developed 2022 Transportation Alternatives program launch materials and discussed with the TAC and the Executive Board prior to Board approval in February. Attended WSDOT meeting regarding local Obligation Authority funding targets and sanctions. Provided input to WSDOT concerning rollout of new programs in infrastructure bill and opportunities to address some rural concerns. (on-going)

Consultant/Misc/Travel.:

N/A

Regional TIP

Develop and Maintain Regional TIP. Worked on development of ArcGIS RTIP mapping tool; previewed the tool with the TAC and worked with members on follow-up activities. Developed draft 2022-2027 RTIP for TAC review and public comment, and prepared final draft for Executive Board approval and WSDOT submittal. Amended six projects into the RTIP. (on-going)
Monitor Obligation Authority. Monitored OA targets and project obligations. Supported member agency obligation efforts with Local Programs. (on-going)
Consultant/Misc/Travel.:
N/A

Other PRTPO Activities
None.
Consultant/Misc/Travel.:
N/A

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

SIGNATURE	TITLE	DATE
	Transportation and Land Use Planner	1/27/2022

Approved 17 June 2022

ACTION ITEM

To: PRTPO Executive Board
From: Thera Black, PRTPO Coordinator
Date: June 10, 2022
Subject: **SFY 2022 3rd Quarter Expense Voucher Approval**

REQUESTED ACTION:

Approve 3rd quarter expenditures for the SFY 2022 Unified Planning Work Program in the amount of $49,993.21.

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 2022 3rd Quarter Invoice Reimbursement Package*

Peninsula Regional Transportation Planning Organization
2022-23 UPWP Budget Report - SFY 2022 Quarter 3
January 1, 2022 - March 31, 2022

Work Program Element	SFY 2022 Budget	SFY 2023 Budget	Total 22-23 Biennium	Previous Expenditures	Current Expenditures	Remaining Budget
Program Administration	$ 79,161	$ 79,161	$ 158,322	$ 39,236	$ 37,890	$ 81,197
Transportation Planning	$ 49,900	$ 49,900	$ 99,800	$ 18,494	$ 10,750	$ 70,556
Regional TIP	$ 8,100	$ 8,100	$ 16,200	$ 4,877	$ 1,354	$ 9,969
Other PRTPO Activities	$ -		$ -	$ -	$ -	$ -
Totals	$ 137,161	$ 137,161	$ 274,322	$ 62,607	$ 49,993	$ 161,722

HSTP Grant Contract expenses are billed directly to Kitsap Transit. They are not included on the WSDOT Quarterly Invoice.

HSTP Grant	
$80,000	Grant Award
($1,500)	Q2 Expenses
($3,317.50)	Q3 Expenses
	Q4 Expenses
$75,183	Grant Balance

Acronyms:

HSTP	Human Services Transportation Planning
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 / Kitsap Transit
60 Washington Ave, Ste 200
Bremerton, WA 98337-1888

Vendor # 911209091

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 — 4/21/2022

TITLE Transportation and Land Use Planner

TOTAL RTPO REIMBURSEMENT requested this invoice **$49,993.21**

Agreement # GCB 3520

Invoice Date 4/22/2022

Billing Time Period
1/1/2022 - 3/31/2022

Allocation Authorized	$274,321.00
Biennium Expenditures-to-Date	$112,599.90
Allocation Balance	$161,721.10

WORK ELEMENT	DESCRIPTION	Previous Expenditures TO-DATE	CURRENT PERIOD EXPENDITURES	Biennium Expenditures TO-DATE
Program Administration	Salaries	$32,366.51	$15,281.28	$47,647.79
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$6,869.09	$22,608.33	$29,477.42
		$0.00		$0.00
	Total	$39,235.60	$37,889.61	$77,125.21
Transportation Planning	Salaries	$18,494.00	$10,750.00	$29,244.00
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$0.00		$0.00
		$0.00		$0.00
	Total	$18,494.00	$10,750.00	$29,244.00
Regional TIP	Salaries	$4,062.31	$1,353.60	$5,415.91
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$814.78		$814.78
		$0.00		$0.00
	Total	$4,877.09	$1,353.60	$6,230.69
Other PRTPO Activities	Salaries	$0.00		$0.00
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$0.00		$0.00
		$0.00		$0.00
	Total	$0.00	$0.00	$0.00
	TOTAL RTPO Reimbursement	$62,606.69	$49,993.21	$112,599.90

RTPO	Peninsula RTP	GCB 3520
Billing Time Period		

TPO Reviewer	Date

RTPO UPWP ACTIVITY DETAIL

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

Program Administration

Meeting Support. Provided staff support for Executive Committee, Executive Board, and Technical Advisory Committee meetings. 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)

Public Information and Communications. 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)

Title VI Compliance. Continued to monitor for Title VI complaints; none were received. (on-going)

PRTPO Support. Completed PRTPO Resource Manual update version 3.0 and PRTPO "Quick Start Guide." Completed 2022 member appointments. Conducted orientation meetings with new members. Prepared for and participated in WSDOT review of RCW 47.80 planning requirements. Provided letters of support for congressional and statewide funding pursuits by members. Responded to member requests for information. Maintained on-going coordination and communication between lead agencies and Executive Committee and Executive Board. (on-going)

Work Program Management. Updated budget estimates and supported development of draft UPWP Amendment 1 package including development of additional potential work program activities for SFY 2023, with materials for Executive Committee, Executive Board and TAC. Monitored work program budget and activities. (on-going)

Accounting. Completed regular accounting and invoicing activities. Completed SFY 2022 2nd quarter invoicing for PRTPO expenses. (on-going)

Consultant/Misc/Travel.:

N/A

Transportation Planning

Long-range Regional Planning. Reviewed analyses of EV provisions in new infrastructure bill and updated stakeholders. Maintained communications with EV stakeholders about upcoming funding opportunities and information needs. Finalized biennial RTP Currency Review and submitted to WSDOT. (on-going)

Regional Coordination and Collaboration. Participated in quarterly meetings of MPOs and RTPOs, and WSDOT's MPO/RTPO Coordinating Committee, as well as the statewide rural-only RTPO group. Participated in WSDOT training and conducted a call for projects for regional freight projects in support of WSDOT's National Highway Freight Program process. Facilitated a TAC worksession with WSDOT on emerging stormwater requirements and implications for local agency project delivery. Responded to member requests and WSDOT information needs. (on-going)

Tribal Consultation. Maintained on-going communications with tribal members and other tribal partners. Worked with contracted HSTP consultant team to establish baseline awareness of tribal interests and lay groundwork for potential follow-up activities specific to tribal mobility needs. (on-going)

Human Services Transportation Planning. Supported Kitsap Transit in developing recruitment materials for an HSTP consultant team and participated in the review process. Cleaned up GIS database on PRTPO platform in preparation for contracted work. Developed HSTP Public Participation Plan and prepared Executive Board briefing materials regarding the HSTP Public Participation Plan. Continued to update base contact list. Reviewed effects of WSDOT eliminating ALPACA database on study data needs and on-going support for local agencies. Participated in a kick-off meeting with the consultant team. (on-going)

Transportation Outlook. Worked with WSDOT Olympic Region Local Programs staff and local county representatives to clarify rural Surface Transportation Block Group expectations and opportunities. Maintained communications with legislative staff, AWC, and WSAC/E staff tracking state legislation pertaining to Transportation Outlook priorities. Distributed information regarding state and federal funding initiatives to members. Monitored progress of legislation related to VMT reduction and impolications for PRTPO and member agencies. (on-going)

Regional Grants Administration. Reviewed guidance from WSDOT on use of toll credits and updated funding estimates, then finalized 2022 Transportation Alternatives guidebook and application with the TAC and Executive Board, and launched the call for projects. Responded to member questions. (on-going)

Consultant/Misc/Travel.:

N/A

Regional TIP

Develop and Maintain Regional TIP. Maintained SFY 2022-2027 Regional Transportation Improvement Program and responded to member requests for support. (on-going)

Monitor Obligation Authority. Monitored OA targets and project obligations. Supported member agency obligation efforts with Local Programs. (on-going)
Consultant/Misc/Travel.:
N/A

Other PRTPO Activities
None.
Consultant/Misc/Travel.:
N/A

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

SIGNATURE	TITLE	DATE
edward coviello	Transportation and Land Use Planner	4/21/2022

Approved 19 August 2022

ACTION ITEM

To: PRTPO Executive Board
From: Thera Black, PRTPO Coordinator
Date: August 12, 2022
Subject: **SFY 2022 4th Quarter Expense Voucher Approval**

REQUESTED ACTION:

Approve 4th quarter expenditures for the SFY 2022 Unified Planning Work Program in the amount of $22,969.11.

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 2022 4th Quarter Invoice Reimbursement Package*

Peninsula Regional Transportation Planning Organization
2022-23 UPWP Budget Report - SFY 2022 Quarter 4
April 1, 2022 - June 30, 2022

Work Program Element	SFY 2022 Budget	SFY 2023 Budget	Total 22-23 Biennium	Previous Expenditures	Current Expenditures	Remaining Budget
Program Administration	$ 79,161	$ 79,161	$ 158,322	$ 77,125	$ 14,203	$ 66,994
Transportation Planning	$ 49,900	$ 49,900	$ 99,800	$ 29,244	$ 7,900	$ 62,656
Regional TIP	$ 8,100	$ 8,100	$ 16,200	$ 6,231	$ 866	$ 9,103
Other PRTPO Activities	$ -		$ -	$ -	$ -	$ -
Totals	$ 137,161	$ 137,161	$ 274,322	$ 112,600	$ 22,969	$ 138,753

HSTP Grant Contract expenses are billed directly to Kitsap Transit. They are not included on the WSDOT Quarterly Invoice.

HSTP Grant	
$80,000	Grant Award
($1,500)	Q2 Expenses
($1,818)	Q3 Expenses
($33,731)	Q4 Expense
$42,951	Balance

Acronyms:

HSTP	Human Services Transportation Planning
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 / Kitsap Transit
60 Washington Ave, Ste 200
Bremerton, WA 98337-1888

Vendor # 911209091

Agreement # GCB 3520

Invoice Date 4/22/2022

Billing Time Period
4/1/2022 - 6/30/2022

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 — **7/21/2022**

TITLE Transportation and Land Use Planner

TOTAL RTPO REIMBURSEMENT requested this invoice **$22,969.11**

Allocation Authorized	$274,321.00
Biennium Expenditures-to-Date	$135,569.01
Allocation Balance	$138,751.99

WORK ELEMENT	DESCRIPTION	Previous Expenditures TO-DATE	CURRENT PERIOD EXPENDITURES	Biennium Expenditures TO-DATE
Program Administration	Salaries	$47,647.79	$11,127.27	$58,775.06
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$29,477.42	$3,075.92	$32,553.34
		$0.00		$0.00
	Total	$77,125.21	$14,203.19	$91,328.40
Transportation Planning	Salaries	$29,244.00	$7,900.00	$37,144.00
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$0.00		$0.00
		$0.00		$0.00
	Total	$29,244.00	$7,900.00	$37,144.00
Regional TIP	Salaries	$5,415.91	$865.92	$6,281.83
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$814.78		$814.78
		$0.00		$0.00
	Total	$6,230.69	$865.92	$7,096.61
Other PRTPO Activities	Salaries	$0.00		$0.00
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$0.00		$0.00
		$0.00		$0.00
	Total	$0.00	$0.00	$0.00
	TOTAL RTPO Reimbursement	$112,599.90	$22,969.11	$135,569.01

RTPO	Peninsula RTI	GCB 3520
Billing Time Period	4/1/2022 - 6/30/2022	

TPO Reviewer	Date

RTPO UPWP ACTIVITY DETAIL

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

Program Administration

Meeting Support. Provided staff support for Executive Committee, Executive Board, and Technical Advisory Committee meetings. 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)

Public Information and Communications. 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)

Title VI Compliance. Continued to monitor for Title VI complaints; none were received. (on-going)

PRTPO Support. Updated PRTPO "Quick Start Guide." Conducted orientation meetings with new members. Monitored updated OPMA requirements and established virtual meeting format as standard for PRTPO meetings, with appropriate in-person accommodation. Developed Coordinator Reports for the Board. Responded to member requests for information. Maintained on-going coordination and communication between lead agencies and Executive Committee and Executive Board. (on-going)

Work Program Management. Completed Amendment #1 to the SFY 2022-2023 UPWP. Monitored work program budget and activities. (on-going)

Accounting. Completed regular accounting and invoicing activities. Completed SFY 2022 3rd quarter invoicing for PRTPO expenses. (on-going)

Consultant/Misc/Travel.:

Misc. is for the 10% Kitsap Transit administration charge and the Jefferson Transit admistration charge.

Transportation Planning

Long-range Regional Planning. Provided coordination support in development of a US 101 ZEVIP grant application by Energy NW. Maintained communications with EV stakeholders about upcoming funding opportunities and information needs. Monitored rollout and implications of draft statewide EV plan on regional funding opportunities. (on-going)

Regional Coordination and Collaboration. Participated in quarterly meeting of MPOs and RTPOs, and WSDOT's MPO/RTPO Coordinating Committee. Launched the Critical Rural Freight Corridors designation process with local members, and coordinated with WSDOT and PSRC on approach for Kitsap County. Launched a call for freight projects in response to FMSIB funding request. Participated in the WSDOT Highway System Plan scenario planning worksession. Prepared briefing materials for the Board and TAC. Responded to member requests and WSDOT information needs. (on-going)

Tribal Consultation. Maintained on-going communications with tribal members and other tribal partners. Worked with tribal partners to evaluate various project funding opportunities. (on-going)

Human Services Transportation Planning. Prepared Executive Board briefing materials on the Human Services Transportation Plan update and coordinated with consultant team on approach and content for Board meeting. Met with WSDOT Community Liaison regarding alignment between upcoming Consolidated Grants process and schedule with HSTP update schedule. Supported HSTP non-profit in pursuit of planning funds. (on-going)

Transportation Outlook. Scoped strategy for 2023 Outlook and began assembling information for the legislative work group. (on-going)

Regional Grants Administration. Monitored obligation targets and supported members in their efforts to respond to Local Programs information requests and updates to the statewide OA policy. Facilitated a Local Programs STBG training session for the TAC. Responded to member questions. (on-going)

Consultant/Misc/Travel.:

N/A

Regional TIP

Develop and Maintain Regional TIP. Maintained SFY 2022-2027 Regional Transportation Improvement Program, completed an RTIP amendment, and responded to member requests for support. (on-going)

Monitor Obligation Authority. Monitored OA targets and project obligations. Supported member agency obligation efforts with Local Programs and response to proposed changes in OA policy. (on-going)

Consultant/Misc/Travel.:

N/A

Other PRTPO Activities

None.

Consultant/Misc/Travel.:

N/A

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

SIGNATURE	TITLE	DATE
edward coviello	Transportation and Land Use Planner	7/21/2022

SFY 2023 Quarterly Invoices

Finance

ACTION ITEM

To: PRTPO Executive Board
From: Thera Black, PRTPO Coordinator
Date: October 14, 2022
Subject: **SFY 2023 1st Quarter Expense Voucher Approval**

REQUESTED ACTION:

Approve 1st quarter expenditures for the SFY 2023 Unified Planning Work Program in the amount of $28,170.93.

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. [replace with actual invoice numbers]

Attachment:

- *SFY 2023 1st Quarter Invoice Reimbursement Package*

Peninsula Regional Transportation Planning Organization
2022-23 UPWP Budget Report - SFY 2023 Quarter 1
July 1, 2022 - September 30, 2022

Work Program Element	SFY 2022 Actual	SFY 2023 Budget	Total 22-23 Biennium	Previous Expenditures	Current Expenditures	Remaining Budget
Program Administration	$ 91,328	$ 78,594	$ **169,922**	$ 91,328	$ 13,324	$ **65,269**
Transportation Planning	$ 37,144	$ 38,856	$ **76,000**	$ 37,144	$ 11,050	$ **27,806**
Regional TIP	$ 7,097	$ 11,303	$ **18,400**	$ 7,097	$ 3,797	$ **7,507**
Other PRTPO Activities	$ -	$ 10,000	$ **10,000**	$ -	$ -	$ **10,000**
Totals	$ 135,569	$ 138,753	$ 274,322	$ 135,569	$ 28,171	$ 110,582

HSTP Grant Contract expenses are billed directly to Kitsap Transit. They are not included on the WSDOT Quarterly Invoice.

Acronyms:

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

HSTP Grant

$80,000	Grant Award
($1,500)	SFY2022 Q2 Expenses
($1,818)	SFY 2022 Q3 Expenses
($33,731)	SFY 2022 Q4 Expense
($27,236)	SFY 2023 Q1 Expense
$15,716	HSTP Balance

RTPO PLANNING INVOICE VOUCHER

Peninsula RTPO / Kitsap Transit
60 Washington Ave, Ste 200
Bremerton, WA 98337-1888

Vendor # 911209091

Agreement # GCB 3520

Invoice Date 10/14/2022

Billing Time Period
7/1/2022 - 9/30/2022

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 — 10/14/2022

TITLE Transportation & Land Use Planner

TOTAL RTPO REIMBURSEMENT requested this invoice **$28,170.93**

Allocation Authorized	$274,321.00
Biennium Expenditures-to-Date	$163,739.94
Allocation Balance	$110,581.06

WORK ELEMENT	DESCRIPTION	Previous Expenditures TO-DATE	CURRENT PERIOD EXPENDITURES	Biennium Expenditures TO-DATE
Program Administration	Salaries	$58,775.06	$10,263.54	$69,038.60
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$32,553.34	$3,060.72	$35,614.06
		$0.00		$0.00
	Total	$91,328.40	$13,324.26	$104,652.66
Transportation Planning	Salaries	$37,144.00	$11,050.00	$48,194.00
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$0.00		$0.00
		$0.00		$0.00
	Total	$37,144.00	$11,050.00	$48,194.00
Regional TIP	Salaries	$6,281.83	$3,796.67	$10,078.50
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$814.78		$814.78
		$0.00		$0.00
	Total	$7,096.61	$3,796.67	$10,893.28
Other PRTPO Activities	Salaries	$0.00		$0.00
	Travel	$0.00		$0.00
	Consultants	$0.00		$0.00
	Miscellaneous	$0.00		$0.00
		$0.00		$0.00
	Total	$0.00	$0.00	$0.00
	TOTAL RTPO Reimbursement	$135,569.01	$28,170.93	$163,739.94

RTPO	Peninsula RTP	GCB 3520
Billing Time Period	7/1/2022 - 9/30/2022	

TPO Reviewer	Date

RTPO UPWP ACTIVITY DETAIL

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

Program Administration

Meeting Support. Provided staff support for Executive Committee, Executive Board, and Technical Advisory Committee meetings. 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)

Public Information and Communications. 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)

Title VI Compliance. Continued to monitor for Title VI complaints; none were received. (on-going)

PRTPO Support. Coordinated with Kitsap Transit in responding to WSDOT grant management site visit information requests. Developed Coordinator Reports for the Board. Responded to member requests for information. Maintained on-going coordination and communication between lead agencies and Executive Committee and Executive Board. (on-going)

Work Program Management. Completed 4th Quarter invoicing and budget reports. Completed SFY 2022 UPWP Annual Report. Monitored work program budget and activities. (on-going)

Accounting. Completed regular accounting and invoicing activities. Completed SFY 2022 4th quarter invoicing for PRTPO expenses. (on-going)

Consultant/Misc/Travel.:

N/A

Transportation Planning

Long-range Regional Planning. Monitored and disseminated information on array of EV funding programs to EV Infrastructure Coordination Group, with extra coordination and outreach on the Commerce "Electrification of Transportation Systems" EV planning grants for rural communities. Reviewed and commented on draft statewide EV plan. Reviewed proposed rules for new Clean Fuel Standards program and distributed information to members. Organized and convened a "Clean Fuel Standards 101" learning session for EV stakeholders. Maintained communications with EV stakeholders about information needs and partnership opportunities. Maintained communications with PNNL, WSU Green Transportation, Department of Commerce, and Energy NW about tribal and other small rural community EV resource needs and opportunities for collaboration. (on-going)

Regional Coordination and Collaboration. Participated in quarterly meeting of MPOs and RTPOs, and WSDOT's MPO/RTPO Coordinating Committee. Worked with members to complete the Critical Rural Freight Corridors submission for WSDOT. Worked with members to develop and submit a list of regional freight project needs for FMSIB. Prepared briefing materials for the Board and TAC. Responded to member requests and WSDOT information needs. (on-going)

Tribal Consultation. Maintained on-going communications with tribal members and other tribal partners. Worked with tribal partners to evaluate various project funding opportunities. Provided support to tribal partners assembling funding packages for statewide grants. (on-going)

Human Services Transportation Planning. [Not HSTP contract work] Prepared Executive Board briefing materials on the Human Services Transportation Plan update and coordinated with consultant team on approach and content for Board review of public review draft. Developed MOU between PRTPO and Kitsap Transit to support WSDOT audit of grant administration compliance procedures. Responded to stakeholder questions about role of HSTP in Consolidated Grants application process. Supported HSTP non-profit in pursuit of planning funds. (on-going)

Transportation Outlook. Convened Legislative Work Group to develop draft 2023 folio. Obtained input from members on key messages and project list. Developed and refined draft materials for review with TAC and Executive Board. (on-going)

Regional Grants Administration. Monitored obligation targets and supported members in their efforts to respond to Local Programs information requests. Responded to member questions about WSDOT's Consolidated Grants program and scoped details of PRTPO's ranking process. (on-going)

Consultant/Misc/Travel.:

N/A

Regional TIP

Develop and Maintain Regional TIP. Maintained SFY 2022-2027 Regional Transportation Improvement Program and supported member STIP requests. Developed draft SFY 2023-2028 RTIP with online web-mapping tool for project review. Responded to member requests for support. (on-going)

Monitor Obligation Authority. Monitored OA targets and project obligations and correspondence from Local Programs. (on-going)
Consultant/Misc/Travel.:
N/A

Other PRTPO Activities
None.
Consultant/Misc/Travel.:
N/A

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

SIGNATURE	TITLE	DATE
edward coviello	Transportation & Land Use Planner	10/14/2022

UPWP Annual Report

Finance

SFY 2022 ANNUAL REPORT

Of Performance and Expenditure

July 1, 2021 – June 30, 2022

Peninsula RTPO

UNIFIED PLANNING WORK PROGRAM

September 30, 2022

Introduction

This is the Annual Report of Performance and Expenditure for State Fiscal Year 2022, referred to here as the **Annual Report.** This 2022 UPWP Annual Report recaps the expended RTPO budget and associated work program activities undertaken by PRTPO between July 1, 2021 - June 30, 2022, the status of that work, and an explanation of any variances between budgeted and actual expenditures. It reflects the work of PRTPO's Executive Board, Technical Advisory Committee, and Executive Committee as supported by the PRTPO Coordinators. PRTPO works with Kitsap Transit, its Lead Planning Agency (LPA) and Jefferson Transit, its Fiscal Agent, to deliver the approved work program in accordance with its adopted policies and procedures.

Work program activities summarized here are described in PRTPO's SFY 2022-2023 Unified Planning Work Program, or UPWP. This SFY 2022 Annual Report is for activities described in the first year of that UPWP, which was adopted by the PRTPO Executive Board in June 2021.

Details of the 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. This Annual Report summarizes the detail of those SFY 2022 quarterly invoices 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 with a budget narrative
- A summary by task of work undertaken in SFY 2022 with RTPO funds and its completion status

PRTPO's Revenue Source

PRTPO's work program activities are 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 invoices 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 2022 Financial Summary

SFY 2022 Work Element	Expenditures*	
	Budgeted	Actual
Program Administration	$79,161	$91,328
Transportation Planning	$49,900	$37,144
Regional TIP	$8,100	$7,097
Other PRTPO Activities	$0	$0
Totals	**$137,161**	**$135,569**

**Note: Kitsap Transit is using a federal grant from WSDOT to conduct an update of PRTPO's Human Services Transportation Plan. That funding is not part of PRTPO's adopted UPWP budget and is not included in this Annual Report. A summary of that work can be found at the end of the work program recap.*

Budget Narrative:

The SFY 2022-2023 UPWP is the first two-year UPWP approved by PRTPO, corresponding to the state biennium budget.

The original budget adopted in June 2021 under-estimated Program Administration costs and over-estimated Transportation Planning costs. Some of the Program Administration increase was attributed to reconciling issues associated with federal HSTP revenue, and in understanding and responding to a request from the State Auditor's Office about data-sharing agreements. This necessarily took time away from transportation planning activities. Some other part of the variance is just a learning curve. PRTPO continues to dial in its budget as it establishes an on-going work program.

PRTPO is not set up to manage federal funds. PRTPO was awarded a small amount of federal funds in 2021 for use in updating its Human Services Transportation Plan which it could not accept. Instead, Kitsap Transit accepted an award of federal funds from WSDOT Public Transportation Division with which to complete an update of the Human Services Transportation Plan for PRTPO. That work is contracted separately by Kitsap Transit and is not part of PRTPO's UPWP budget. Those federal revenues are not included in the budget summary, above.

An amendment by the Executive Board in June 2022 rebalanced the remaining two-year budget to complete the SFY 2023 work program.

Participation in Work Program Delivery:

Activities conducted in SFY 2022 involved active participation of PRTPO representatives on the Executive Committee, Executive Board, and Technical Advisory Committee, WSDOT Headquarters and Olympic Region staff, and other stakeholders. Work was performed by the Lead Planning Agency and Fiscal Agent with support from contract staff.

SFY 2022 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, website maintenance, Title VI compliance, UPWP development and management, and the development and maintenance of organizational resources and policies. It also includes administrative expenses associated with overhead costs.

Work Performed:

a. **Meeting Support:** Supported 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 and YouTube channel. Responded to public inquiries and requests for information. Prepared content for the WA State Transportation Commission annual report to the legislature. Prepared letters of support from the PRTPO Chair for member projects. ***(on-going)***
c. **Title VI Compliance:** Developed and submitted updated PRTPO Title VI Plan. Monitored for Title VI complaints (none received). Completed the FFY 2021 Title VI Annual Report. ***(on-going)***
d. **PRTPO Support:**
    - Established an approved PRTPO UPWP Development policy.
    - Worked with fiscal agent, Executive Committee, Kitsap Transit, and WSDOT to resolve issues associated with award of federal HSTP planning grant and develop and approve agreements.
    - Worked with Executive Committee, lead agencies, legal counsel, and WA State Auditor in review of compliance procedures regarding SAO's Data Sharing Agreement.
    - Worked with legal counsel to ensure on-going compliance with OPMA requirements and formally established protocols for virtual meetings as PRTPO standard for Executive Board.
    - Developed regular Coordinator Reports of useful resources and opportunities for members.
    - Updated and maintained PRTPO Resource Manual.
    - Developed "PRTPO Quick Start Guide" and conducted new member orientations.
    - Coordinated with GIS support on baseline data and mapping needs for PRTPO platform.
    - Completed annual appointments.
    - Responded to member requests for information and other needs. ***(on-going)***
e. **UPWP Management:** Completed SFY 2021 UPWP Annual Report. Managed the SFY 2022-2023 UPWP and monitored work program expenditures. Refined SFY 2023 work program and completed an amendment to the SFY 2022-2023 UPWP to calibrate the budget for SFY 2023. ***(on-going)***

f. **Accounting:** Completed Annual Audit Report. Prepared monthly and quarterly invoices for Lead Planning Agency and Fiscal Agent. Managed expenses and disbursements. ***(on-going)***
g. **PRTPO Administration:** PRTPO administrative expenses for insurance, legal services, GIS support services, membership fees, web platform and domain, ArcGIS license, cost recovery, and audits ***(on-going)***

Deliverables:

☐ Meeting materials including briefs, presentations, and reports
☐ PRTPO Resource Manual with updates
☐ SFY 2021 Annual Report
☐ SFY 2022-2023 UPWP Amendment 1 for SFY 2023
☐ PRTPO Title VI Plan
☐ FFY 2021 Title VI Annual Report
☐ Invoices and Budget Reports
☐ PRTPO Website and Correspondence

SFY 2022 Transportation Planning Summary

Purpose:

Transportation planning activities encompass the planning and on-going coordination, collaboration, and consultation needed to identify issues and opportunities, implement regionally determined strategies, and produce periodic updates to plans or guiding documents.

Scope:

Activities include support for the long-range Regional Transportation Plan and Human Services Transportation Plan as well as other regional coordination activities and grant program administration. Planning activities are identified and directed by the Executive Board.

Work Performed:

a. **Long-range Planning:** ***(on-going work)*** Developed EV Readiness work plan to guide UPWP activities in support of the 2040 RTP. SFY 2022 work included
    - On-going consultation with members to identify information needs and follow-up activities
    - Maintained the EV Infrastructure Exchange Group to facilitate communications and coordination among members and other EV stakeholders
    - Monitored rapidly emerging funding and other resource opportunities, obtained and disseminated relevant resources, and maintained the EV data portal on PRTPO's website
    - Convened an October 2021 learning session with Rivian, Chargepoint, and Forth representatives on "Demystifying EV Infrastructure Partnerships" and posted materials on its YouTube page
    - Maintained on-going coordination with GHCOG regarding EV opportunities on the US 101 corridor

- Established working relationships with Pacific NW National Labs, Energy NW, WSU Green Transportation Program, and Renewable Hydrogen Alliance on behalf of PRTPO member interests
- Supported members and their partners in reviewing and responding to grant opportunities and helped make connections to other resources and EV stakeholder opportunities
- Completed RTP Biennial Currency Review

b. **Regional Coordination and Collaboration:** ***(on-going)***
   - **Local Agency Support**
     - Arranged training and other coordination opportunities with Local Programs on managing federally funded projects
     - Convened Federal Funding Work Group to coordinate with Local Programs on matters related to flexibility in managing small pots of federal STBG funds
     - Monitored development of and prepared summary information packets for members on the federal Bipartisan Infrastructure Law and the state Move Ahead WA funding packages
   - **RTPO – MPO Coordination**
     - Maintained communications and coordination with GHCOG, IRTPO, PSRC, and TRPC on topics of overlapping regional transportation interests and invited their participation in relevant PRTPO activities
     - Participated in activities of the MPO/RTPO Coordinating Committee
     - Participated in activities of the Rural RTPO Work Group
   - **WSDOT Collaboration**
     - Participated in program training and facilitated WSDOT National Highway Freight Program call for projects
     - Developed Critical Rural Freight Corridors designation request with members for submittal to WSDOT Freight Office
     - Participated with WSDOT planning group in coordinated review of RCW 47.80 and WAC 468-86 requirements
     - Participated in WSDOT Highway System Plan scenario planning workshop
   - **Others**
     - Initiated FMSIB priority freight investment call for projects
     - Participated in North Olympic Development Council's update of its Comprehensive Economic Development Strategy regarding regional transportation considerations
     - Monitored activities of JTC work group establishing distribution of federal funds from the IIJA/BIL infrastructure package and engaged with representatives, WSDOT

c. **Tribal Consultation:** Responded to member inquiries about state and federal tribal opportunities. Obtained information on hazard mitigation planning resources from FEMA and provided to all tribes in the region. Monitored resources for information and opportunities of interest to tribes. ***(on-going)***

d. **Human Services Transportation Planning:** The following activities were done as a part of PRTPO's SFY 2022 work program. Participated in WSDOT training and coordination meetings. Responded to service provider inquiries about connections between HSTP activities and Consolidated Grants process. Developed synthesis of 2019 HSTP findings in preparation for 2022 update. Reviewed WSDOT's detailed analysis of regional HSTPs statewide against PRTPO findings, identified areas for follow-up in the 2022 update. Developed Executive Board timeline and work program, and prepared briefing materials for regular meetings. Provided programmatic coordination between PRTPO Executive Board, WSDOT, and HSTP activities contracted by Kitsap Transit. A summary of work conducted with Kitsap Transit's federal grant can be found on the last page. ***(on-going)***

e. **PRTPO Transportation Outlook 2022:** Completed Transportation Outlook 2022 legislative brief. Convened annual legislative forum between regional policy makers and legislators. Responded to inquiries regarding 2022 issues and opportunities. ***(complete)***

f. **Regional Grants Administration:** Developed materials and conducted call for projects for Transportation Alternatives program. Monitored reports and direction from Local Programs and responded to requests for information. Obtained responses to member inquiries about toll credit usage and implication for regional and local grant programs. ***(on-going)***

Deliverables:

- ☐ EV data resource portal
- ☐ PRTPO submission for Critical Rural Freight Corridor designation
- ☐ 2022 Transportation Alternatives call for project materials
- ☐ Transportation Outlook 2022 folio and presentation
- ☐ Meeting materials, work session videos, and correspondence

SFY 2022 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.

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. PRTPO coordinates with WSDOT in administering the State TIP (STIP) and periodically conducts RTIP amendments in response to member requests.

Annual Report and Certification for State Auditor's Office

ANNUAL REPORT CERTIFICATION

Peninsula Regional Transportation Planning Organization

(Official Name of Government)

3232

MCAG No.

Submitted pursuant to RCW 43.09.230 to the Washington State Auditor's Office

For the Fiscal Year Ended 06/30/2022

GOVERNMENT INFORMATION:

Official Mailing Address	63 4 Corners Road
	Port Townsend, WA 98368
Official Website Address	www.PRTPO.org
Official E-mail Address	mnash@jeffersontransit.com
Official Phone Number	(360) 385-3020 x 120

AUDIT CONTACT or PREPARER INFORMATION and CERTIFICATION:

Audit Contact or Preparer Name and Title	Miranda Nash Interim Finance Manager
Contact Phone Number	(360) 385-3020 x 120
Contact E-mail Address	mnash@jeffersontransit.com

I certify 21st day of November, 2022, that annual report information is complete, accurate and in conformity with the Budgeting, Accounting and Reporting Systems Manual, to the best of my knowledge and belief, having reviewed this information and taken all appropriate steps in order to provide such certification. I acknowledge and understand our responsibility for the design and implementation of controls to ensure accurate financial reporting, comply with applicable laws and safeguard public resources, including controls to prevent and detect fraud. Finally, I acknowledge and understand our responsibility for immediately submitting corrected annual report information if any errors or an omission in such information is subsequently identified.

Signatures

Miranda Nash (mnash@jeffersontransit.com)

Peninsula Regional Transportation Planning Organization
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended June 30, 2022

		001 General
Beginning Cash and Investments		
308	Beginning Cash and Investments	-
388 / 588	Net Adjustments	-
Revenues		
310	Taxes	-
320	Licenses and Permits	-
330	Intergovernmental Revenues	152,456
340	Charges for Goods and Services	-
350	Fines and Penalties	-
360	Miscellaneous Revenues	-
Total Revenues:		152,456
Expenditures		
510	General Government	-
520	Public Safety	-
530	Utilities	-
540	Transportation	152,456
550	Natural/Economic Environment	-
560	Social Services	-
570	Culture and Recreation	-
Total Expenditures:		152,456
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, 2021 through June 30, 2022 (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	Jamestown S'Klallam Tribe
Forks	Lower Elwha Klallam Tribe
Port Angeles	Makah Tribe
Port Orchard	Squaxin Island Tribe
Port Townsend	Skokomish Tribe
Poulsbo	
Sequim	
Shelton	
Port of Allyn	
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 2022/2023 Biennial Appropriation	FY 2022 Budget	**Final Receipt for SFY 2021 (received SFY 2022)**	Actual FY 2022 Expenditures (Cash Basis)	**4th Qtr 2022 Pending Payment (Received SFY 2023 08/02/2022)**	Budget Variance/ Balance	Balance for FY 2023 Budget
$ 274,321	$ 137,161	$ 39,856	$ 152,456	$ 22,969	$ 1,592	**$138,752**

The budget variance listed reflects funding budgeted but not utilized. 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 – 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, 2021, 105 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. Pollution, and cyber liability coverages are stand-alone policies, which the AWC RMSA procures for its members. The AWC RMSA allows members with airports to group purchase airport liability coverage, and members with drones to group purchase property and 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 National League of Cities Mutual Insurance Company (NLC MIC) 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 Hallmark Specialty Insurance Company. Since AWC RMSA is a cooperative program, there is joint liability among the participating members. The reinsurance coverage is purchased through NLC MIC and excess property coverage is purchased through

AIG Specialty Insurance Company, and CHUBB in 2021, AWC RMSA carried a retention of $200,000, NLC MIC reinsures up to $3 million, AIG Specialty Insurance Company provides excess insurance up to $50 million, and CHUBB provides 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.

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.

Peninsula Regional Transportation Planning Organization

Schedule 01

For the year ended June 30, 2022

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
3232	001	General	3340360	State Grant from Department of Transportation	$152,456
3232	001	General	5444040	Planning	$152,456

Peninsula Regional Transportation Planning Organization

SCHEDULE OF STATE FINANCIAL ASSISTANCE (unaudited)

For Fiscal Year ended June 30, 2022

Grantor	Program Title	Identificaton Number	Amount
State Grant from Department of Transportation			
	RTPO Funding	GCB3520	152,456
		Sub-total:	**152,456**
		Grand total:	**152,456**

Report based on unaudited annual report submissions as of 11/21/2022

Schedule 19

Labor Relations Consultant(s)
For the Year Ended December 31, 20___

Has your government engaged labor relations consultants? ___ Yes _X_ No

If yes, please provide the following information for each consultant:

Name of firm:
Name of consultant:
Business address:
Amount paid to consultant during fiscal year:
Terms and conditions, as applicable, including: Rates (e.g., hourly, etc.): Maximum compensation allowed: Duration of services: Services provided:

Schedule 21

LOCAL GOVERNMENT RISK-ASSUMPTION
For the Year Ended December 31, 20__

1. __no__ Does the entity self-insure for any class of risk, including liability, property, health and welfare, unemployment compensation, workers' compensation? (yes/no)

   If NO, STOP, you do not need to complete the rest of this Schedule.

   If YES, continue below.

   a. Which class of risk does the entity self-insure? Check all that apply.

      i. _____ Liability

      ii. _____ Property

      iii. _____ Health and Welfare (medical, vision, dental, prescription)

      iv. _____ Unemployment Compensation

      v. _____ Workers' Compensation

      vi. _____ Other - please describe: _____

   b. _____ Does the entity self-insure as an individual program? (yes/no)

      i. _____If answered YES, does the entity allow another separate legal entity into its self-insurance program(s)? (yes/no) For example, employees of a different organization participate in a health and welfare program of a city.

      If so, list the entity or entities: _____

   c. _____ Does the entity self-insure as a joint program? (yes/no)

_____ If answered YES, list the other member(s): _____

2. _____ Does the entity administer its own claims? (yes/no)
3. _____ Does the entity contract with a third party administrator for claims administration? (yes/no)
4. _____ Did the entity receive a claims audit in the last three years, regardless of who administered the claims? (yes/no)
5. _____ Were the program's revenues sufficient to cover the program's expenses? (yes/no)
6. _____ Did the program use an actuary to determine its liabilities? (yes/no)

EXAMPLE

Description of Risk Type	Number of claims received during the period	Number of claims paid during the period	Total amount of claims paid during the period
Liability (automobile)	354	279	$104,366

Description of Risk Type	Number of claims received during the period	Number of claims paid during the period	Total amount of claims paid during the period

Peninsula Regional Transportation Planning Organization

Schedule 22 - Audit Assessment Questionnaire (unaudited)

For Fiscal Year ended June 30, 2022

Reference	#	Question	Answer	Explanation

INSTRUCTIONS FOR PREPARER

The term "governing body" is used in this Schedule 22 to describe the elected or appointed governing board of your government. If the government preparing this questionnaire did not have any financial activity during the reporting year, please return to the first step of the annual report and select "no" when asked if you'll be reporting financial activity. For additional assistance with the Schedule 22, please click the "help" button.

For **guidance** to these questions, please refer to the document at, https://sao.wa.gov/bars-annual-filing/bars-reporting-templates/

Please click, "Next," to begin the Schedule 22. You may use the numbers above circled in blue to quickly navigate to a specific section of the Schedule 22. As with the rest of the Annual Report submission, it does not need to be completed all at once; you may leave and return to the Schedule 22 as needed.

FINANCIAL ACTIVITY MONITORING AND OVERSIGHT

	1	Please indicate which of the following best describes the accounting system of the government: A) Rely on the County Treasurer (no other accounting software used) B) Other accounting software (i.e. QuickBooks, BIAS, Vision, Excel, etc.).	(B)
	2	Does the government use their own bank accounts in lieu of **or in addition** to the County Treasurer? If yes, please attach year-end bank statement.	No
	3	Please disclose the accounting software the government use.	Quickbooks

Reference	#	Question	Answer	Explanation
	4	Please describe the government's reconciliation of their bank accounts (County Treasurer and transmittal) to the accounting records. Include the personnel responsible for performing the reconciliation and the personnel responsible for reviewing the reconciliation. **Note:** the job position/title is sufficient for the identification purpose.	Using monthly Jefferson County Treasurer's Reports and QuickBooks reconcile function, Fiscal Agent performs bank reconciliation monthly. Please note, Jefferson County is on a Calendar Fiscal Year, the request for Bank Reconciliations/Revenue Reports (items 100 and 101 on this list) includes the Reconciliation for June 2022 and December 2021 respectively. 1) Miranda Nash, Fiscal Agent (Jefferson Transit Finance Manager) prepares reconciliation. 2) Executive Committee Chair or Vice-Chair reviews reconciliation pdf via email.	
	5		Fiscal Agent enters a billing transaction into QuickBooks. The transaction data entered into QuickBooks are from	

Reference	#	Question	Answer	Explanation
		Entries Process - please describe the process to record journal entries into the government's general ledger and, if applicable, the process for reviewing and monitoring the journal entries being posted, both during the year and at year-end. **Note:** include the job position/title of the person responsible for posting and reviewing the entries.	an invoice spreadsheet prepared by the Lead Planning Agent. The spreadsheet details quarterly activities the Lead Planning Agent (Kitsap Transit) and Fiscal Agent (Jefferson Transit) perform for PRTPO. The PRTPO Board Chair and Vice-Chair must approve invoice via email. The spreadsheet is then transmitted to WSDOT-Olympic Region for payment. WSDOT makes payment via EFT; expenses are then entered into QuickBooks for Lead Planning Agent and Fiscal Agent charges - Checks are generated by QuickBooks to pay Lead Planning Agent/Fiscal Agent. The Fiscal Agent, Miranda Nash enters all transactions into Quickbooks.	

Reference	#	Question	Answer	Explanation
	6	Please indicate which of the following best describes the government's own internal accounting system: A) It uses the BARS chart of accounts; B) It uses a chart of accounts that is compatible with BARS; C) It uses a chart of accounts that requires manual adjustments to file the Schedule 01;	(B)	
	7	Does the Governing Body receive and review monthly financial reports? If yes, please describe what is reviewed and how often. **Examples include:** cancelled checks, financial reports from the county, expenditure listings, bank accounts or petty cash activity.	Yes	Monthly bank reconciliations are reviewed by Executive Committee members. Quarterly invoice is reviewed by Executive Committee and on consent agenda for Executive Board.
	8	Preparation of Financial Reports - please describe the process or procedure for the preparation of financial statements (including the Schedule 01). Please identify any significant changes that occurred since the prior year (ex: staff turnover).	Quarterly grant revenue received from WSDOT and quarterly expenses paid to Lead Planning/Fiscal agents are compiled and reported on Schedule 1. In April 2022, Miranda Nash, Interim Financial Manager, Jefferson Transit/Fiscal Agent was hired after the previous Financial Manager/Fiscal Agent Sara Crouch left employment as FM at Jefferson Transit.	

Reference	#	Question	Answer	Explanation
	9	Has the government contracted out for, or recently assumed responsibility for, any major governmental function? If yes, please explain. **For example**: contracts for accounting services, janitorial/grounds keeping or other maintenance contracts; the government performs fire protection services for another government assumes a new water system from another government or annexations.	No	
PERMANENT FILES				
	10	Please check all boxes that occurred during the fiscal year:	Contracted functions of the government	
	14	Please provide an explanation of what function of the government used a service organization to perform. **Note:** Service organizations are separate entities or organizations that provide services to the government that include performance of a key process (for example, payroll, billing, or receipting or use of the County Treasurer to process transactions).	In Feb 2022, contracted with the AWC Consortium to provide GIS Support Services $14,300;	
	15	Did the government make any significant updates to key administrative, personnel, or financial policies? If yes, please attach the newest policy.	No	
	16	Did the government enter into, or modify any existing, interlocal agreements? If yes, please attach.	Yes	**Attachments** Resolution 04-2021 Lead Planning Agency.pdf Resolution 05-2021 Lead Fiscal Agency.pdf Resolution 07-2021.pdf Contract Extension CY 2022 Legal Services.pdf
	17	Does the government have a system or process to record information about its capital assets, including buildings, equipment, etc.? If yes, please describe the process for tracking.	No	
MATERIAL COMPLIANCE REQUIREMENT				

Reference	#	Question	Answer	Explanation
	18	Did the government receive any non-SAO audits during the year? If yes, please attach related report. **For example:** work of internal auditors, state/federal grant review, etc.	No	
	19	Is the government currently involved in any lawsuits? We may be requesting an update on the status of legal matters during the audit.	No	
	20	Are there any licensing, regulatory, contracting, or granting agencies with the ability to impose material penalties that would play a role in the government's ability to continue? If so, please list the agency that could impose them. **Examples include:** Department of Health, FEMA, etc..	No	
REVENUES AND EXPENDITURES				
	21	Please describe any new sources of revenues or expenditure streams, or state there were none. **Examples include:** new activities, special levies, state or federal grants, leases, etc.	None	
	22	Were there any rate increases during the audit period?	Not Applicable	
	23	Attach rate and fee schedules in effect during the fiscal year.	Not Applicable	
	24	Does the government receipt cash locally (using its own staff to collect cash **and/or** checks, issuing receipts) or use a third party vendor to bill or receipt payments? Please check all that apply.	NA - No Receipting	
	28	Please check all that apply to the government and list the authorized balance for each fund or account:	None	
	37	What type(s) of electronic payment (EFT/ACH) does the government make? Please list them in the box below. **Examples include:** payroll, direct deposit, employee reimbursements, wire transfers, AP vendor payments, etc.	None	

Reference	#	Question	Answer	Explanation
	38	Does the government incur payroll costs?	No	
	40	Please mark all that apply to the government: ***Note:*** "open store accounts" refers to arrangements where individuals may make purchases on the government's behalf that are subsequently billed (e.g., local hardware store).	None	
	44	Does the government receive any funds from state or federal grantors? If yes, please attach the grant agreements for the reporting year.	Yes	**Attachments** Peninsula RTPO-WSDOT Funding Agreement_SFY 2022-23.pdf
REQUIRED ATTACHMENTS (see instructions for required details)				
Informational	99	**Meeting Minutes -** Attach the meeting minutes and resolutions for **all** governing body meetings held during the last year.	See Web Page	www.prtpo.org
	100	**Detailed Revenue by Source -** Attach a copy of the County Treasurer's Revenue Report that shows total receipts for the year by revenue source. If the County does not provide this report, please upload comparable accounting records to substantiate revenue activity and/or all bank statements for the year that comprise the government's financial statements.	Attach	**Attachments** PRTPO_June 2022_Reconciliation.pdf
	101	**Cash Balance Summary -** Attach a copy of the year-end County Treasurer (or other fiscal agent) report (s) inclusive of all year-end cash and investment balances. If the government holds funds outside of the County, please upload the first and last bank statements of the year, inclusive of all cash and investment balances.	Attach	**Attachments** PRTPO_December 2021_ Reconciliation.pdf

Reference	#	Question	Answer	Explanation
	102	**Detailed Expenditure List -** Attach warrant registers, payroll registers, check registers and/or petty cash log detailing all expenditures made during the year. This includes those expenditures paid by the County on a government's behalf due to Treasurer responsibilities.	Attach	**Attachments** Check Register_SFY2022.pdf
Informational	103	**Cash Receipting Policy -** Attach a detailed description of the government's invoicing, cash and check receiving and deposit process. The description should include name of positions completing tasks in the process and all reconciliations and reviews performed. Include a copy of your written Cash and Check Receipting Policy or procedure if you have one. This request applies to **all governments that invoice for a service** (including third party billing services) **or** receive funds other than at the county treasurer (including charges for services or goods, fees, donations, grants, etc.).	Not Applicable	
Informational	104	**Elected Official List -** Attach or list the names of **ALL** governing body members present during the year. Include any business interest a governing body member or his/her household members hold. *Please avoid sending Board-member/employees/volunteers SSI numbers or other personal information such as addresses, date of birth, etc.* **Example:** John Doe, Commissioner 1 Jane Doe, Spouse (555) 555-5555 johndoe@gmail.com Owner of John Doe's Garden Supplies and Jane Doe's Café.	Attached	**Attachments** 2022+PRTPO+Resource+Manual_v3.pdf

Reference	#	Question	Answer	Explanation
Preparer	105	Please include the below information in the text box (on the right) for the local government personnel who completed the annual report. **Full name, role (e.g., Secretary, Board Member, etc.)** **Telephone number** **E-mail address**	Miranda Nash, Fiscal Agent Finance Manager, Jefferson Transit Authority 360-385-3020 x120 mnash@jeffersontransit.com	

Peninsula Regional Transportation Planning Organization

Check Detail

July 2021 - June 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
3088000 PRTPO - Operating (JeffCo Treasurer)						
08/05/2021	Bill Payment (Check)	6980015	Jefferson Transit Authority		R	-5,738.85
						-5,738.85
08/05/2021	Bill Payment (Check)	6980016	Kitsap Transit Authority		R	-34,117.07
						-34,117.07
12/21/2021	Bill Payment (Check)	6980017	Kitsap Transit Authority		R	-33,402.28
						-33,402.28
12/21/2021	Bill Payment (Check)	6980018	Jefferson Transit Authority		R	-505.22
						-505.22
02/11/2022	Bill Payment (Check)	6980021	Jefferson Transit Authority		R	-798.58
						-798.58
02/11/2022	Bill Payment (Check)	6980020	Kitsap Transit Authority		R	-27,900.61
						-27,900.61
05/10/2022	Bill Payment (Check)	6980026	Jefferson Transit Authority		R	-117.91
						-117.91
05/10/2022	Bill Payment (Check)	6980025	Kitsap Transit Authority		R	-49,875.30
						-49,875.30

Peninsula Regional Transportation Planning Organization

Profit and Loss

July 2021 - June 2022

	TOTAL
Income	
Services	152,455.82
Total Income	**$152,455.82**
GROSS PROFIT	**$152,455.82**
Expenses	
54440 Planning (General Transportation Planning	152,455.82
Total Expenses	**$152,455.82**
NET OPERATING INCOME	**$0.00**
NET INCOME	**$0.00**