



Kitsap Regional Coordinating Council

The Kitsap Peninsula is the home of sovereign Indian nations, namely the Suquamish and Port Gamble S'Klallam Tribes.

KRCC Board Meeting Agenda

v. 10/25/2022

Date: November 1, 2022

Time: 10:15 AM – 12:15 PM

Place: This meeting will be held primarily **in-person with a virtual option** for participation.

In-Person option:

- Attend at Norm Dicks Government Center Chambers, 345 6th Street, Bremerton, WA 98337.

Virtual option (if needed):

- To participate in the video conference remotely and view the screen share: <https://us06web.zoom.us/j/88278378408>. If you are joining by video, please add your affiliation after your name.
- To participate by phone only: Dial 253 215 8782 and enter the Webinar ID: 882 7837 8408

Note that this meeting will be recorded via Bremerton Kitsap Access Television (BKAT).

1. Welcome and Introductions

2. Chair's Comments

3. Consent Agenda (vote)

- A. **ACTION:** Approve the [10/4 KRCC Board Meeting Summary](#) Page 3
- B. Review the September Executive Committee meeting summary (Reference Packet page #2)

4. Full Discussion/Action Items

- A. **ACTION:** Approve the [draft 2023 KRCC work plan](#) Page 10
- B. **ACTION:** Approve the [draft 2023 KRCC budget](#) Page 25
- C. **ACTION:** Approve the [draft 2023 KRCC dues](#) Page 26
- D. **ACTION:** Review and approve [KRCC's Legal Services Agreement](#) and [Legal Services Conflict of Interest Waiver letter](#) Page 27
Page 34
- E. Review the [draft KRCC contract with Triangle Associates](#) Page 37
- F. Review the [nominations for 2023 KRCC Chair and Vice Chair](#) Page 47
- G. Discuss the [2022 Legislative Reception update](#) Page 48
- H. Reminder: 2022 Triangle annual evaluation due Fri 12/2

5. KRCC Committee Reports

- A. Land Use Items
No significant updates at this time.
- B. Transportation Items
No significant updates at this time.

6. PSRC Board and Committee Reports

- A. PSRC Committees and Boards Report (*Reference Packet page #7*) and other updates*
 - Updates from the PSRC Executive Board

The KRCC Board meeting agendas are available prior to the meeting date online at www.kitsapregionalcouncil.org and available in large-print format upon request. If you need accessibility accommodations for this public meeting, please contact Sophie Glass at (360) 337-4960 or via email at sglass@kitsapregionalcouncil.org by 12 PM on the Wednesday before the meeting.

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Kitsap Regional Coordinating Council

- Updates from the Growth Management Policy Board
- Updates from the Transportation Policy Board
- Updates from the Economic Development District Board

7. Corridor Committee Reports*

8. KRCC Emergent and Countywide Issues

Report out on new and upcoming land use policies or work of interest*

9. Staff Report

- A. [KRCC Income Statement](#)*

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10. Public Comment

11. KRCC Board Questions, Concerns, and Announcements

12. Adjourn

* Standing agenda item

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11/1 KRCC Board action packet page 2



Kitsap Regional Coordinating Council

The Kitsap Peninsula is the home of sovereign Indian nations, namely the Suquamish and Port Gamble S'Klallam Tribes.

DRAFT KRCC Board Meeting Summary

v. 10-25-2022

Date **October 4, 2022**

Time: 1:15 pm – 3:15 pm

Hybrid meeting with in-person participation at Norm Dicks Government Center Chambers and remote participation via Zoom

Decisions		
The KRCC Board approved:		
<ul style="list-style-type: none"> The June 7 and June 28 Board meeting summaries The update to Countywide Planning Policies' Growth Targets Appendix 		
Actions	Who?	Status
Investigate and explain formulas in the dues calculation spreadsheet and correct as needed	KRCC Staff	Complete
Update dues spreadsheet with assessed valuation amounts when the 2022 numbers become available	KRCC Staff	Complete
Review updated budget and dues plan at 10/20 Executive Committee meeting	Executive Committee	Complete
Finalize Legislative Reception guest list and develop topics/questions for panel discussion	Executive Committee with KRCC Staff	In Progress
Send out Invitations to Legislative Reception guest list	KRCC Staff	Complete
Invite legislators to participate in panel discussion and Legislative Reception	KRCC Chair	Complete
Investigate hybrid meeting options available at The Point and work with venue staff on Legislative Reception plans	KRCC Staff	Complete
Develop method for invoicing registrations for Legislative Reception	KRCC Staff	Complete
Encourage legislators and council members and commissioners to attend Legislative Reception	Board Members	In Progress

1. Welcome and Introductions

KRCC Vice Chair/Bremerton Mayor Greg Wheeler welcomed the Executive Board to the hybrid meeting.

2. Chair's Comments

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3. Consent Agenda

- Approve the June 7 and June 28 Board meeting summaries

Mayor Putaansuu moved to approve the June 7 and June 28 Board meeting summaries. Council Member Stern seconded. The summaries were approved as drafted without objection.

- Review the May and June Executive Committee meeting summaries

The Vice Chair noted that the May and June Executive Committee meeting summaries can be found in the meeting's reference packet.

4. Full Discussion/Action Items

- Review and vote on minor update to Countywide Planning Policies' Growth Targets Appendix

KRCC staff explained that KRCC staff discovered and corrected a typo in the version of the Growth Targets that the KRCC Board approved in June. KRCC staff then introduced a corrected version of the Growth Targets Appendix for approval. The typo had shown Bainbridge's population target as 27 persons higher than intended. PlanPOL reviewed this small update. Because this relates to a CPP Appendix, after the Board approves the Appendix, it will not need full ratification by KRCC jurisdictions. The County can adopt the CPPs to make it official.

Mayor Deets moved to approve the update to the CPP's Growth Targets Appendix. Commissioner Garrido seconded. The motion was approved without objection or abstention.

- Review the draft 2023 KRCC Work Plan

KRCC staff introduced the draft KRCC 2023 Work Plan for review in this meeting and a potential vote on approval at the November 1 Board meeting. Staff gave an abbreviated walk through of the proposed 2023 work plan and calendar. Given that 2023 is not a transportation competition year and the CPPs and Growth Targets are already complete, 2023 will likely be a light year focused on learning, coordination, and staying current with PSRC. Administration will continue to keep KRCC running, support membership, plan the annual retreat, and develop the work plan and budget for 2024. The legislative coordination program will support the Gorst Coalition and the Legislative Reception event planning. The land use program may involve supporting jurisdictions with their comprehensive plans, coordinating around housing targets, and adjusting growth targets as needed. The transportation program may include rebalancing funds to contingency list projects and reviewing highlights of the federal highway transportation funding competition released at the end of 2023.

Members of the Board offered the following input:

- A desire for the opportunity to participate virtually during in person meetings.
- A desire to be together in-person physically when making financial decisions to avoid problems of miscommunication and disconnection that can happen online.
- The June and December Executive committee meetings might not be needed if the workload is light.
- A KRCC email newsletter was suggested as a way to support Board members efforts to keep their jurisdictions' council members and other officials informed on KRCC and regional matters.

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- Review the draft 2023 KRCC budget

Corresponding with the lighter workload, the proposed 2023 budget is about 30% lighter than the 2022 budget. Staff gave an overview of the proposed budget and explained what expenses were anticipated to be higher and lower than in 2022. In-person and hybrid meetings are more expensive than virtual-only meetings, so some meeting related expenses will go up, but overall, most budget elements would cost less than 2022. The budget will be up for Board approval in November.

- Review the draft 2023 KRCC dues

Dues are calculated using a combination of jurisdictions' populations and their assessed valuation. 2022 assessed valuation was not available at the time of these calculations, so there will be an update to these numbers when the assessed valuation numbers become available. Staff also noted a likely formula error in the spreadsheet related to Port of Kingston dues and a question was raised in discussion about differences in percentage change in dues for different jurisdictions. Staff will investigate and correct formulas and update assessed valuation in the next update to these numbers. Members expressed concern about budgets needing to be higher in 2024 and expressed a preference for dues to remain more even over time. Members suggested keeping dues more stable over time and potentially increasing reserves in light years like 2023. The Executive Committee will discuss these options and look at the dues more closely in their next meeting and will bring an explanation and an updated proposed dues plan to the Board at the November 1 meeting.

- Review the KRCC Contract with Triangle Associates

KRCC staffing is provided by Triangle Associates under a contract that comes up for renewal every 2 years. The current contract expires at the end of 2022. So far, the only proposed changes to the contract are the dates of the contract and the updated work plan and contract amount. Board members affirmed their appreciation for Triangle's effective staffing and their desire to continue working with Triangle going forward. The Board will vote at the November 1 meeting whether to approve renewal of the contract.

- Discuss approach to the 2022 Legislative Reception

For the past 2 years the Legislative Reception has been held virtually due to Covid. This year, the Executive Committee recommended holding the event in person as a happy hour event from 4-6pm on November 30. Port Gamble S'Klallam Tribe has agreed to host the event at The Point casino. The proposed theme, "Celebrating 30 Years of Regional Cooperation" will acknowledge the 30th anniversary of KRCC. There will be appetizers and non-alcoholic beverages included with the per-person reception fee, as well as a cash bar. Invitation list includes all KRCC members, their full councils and commissions. The proposed format includes socializing time and a legislative panel including state and federal legislators who represent the Kitsap region. Since there are no local elections this November, the usual legislative orientation session would not be needed this year.

In response to a question from a Board member on whether the KRCC Executive Committee has discussed whether KRCC might present a coordinated set of legislative priorities, Executive Committee members stated that there has not been a conversation about independent positions for KRCC as an entity, nor would there be time to come to agreement on that before the upcoming event. Member suggested that talking with legislators at the event about individual jurisdictions' concerns plus recommendations from the Association of Washington Cities (AWC) and Washington State Association of Counties (WSAC) would work best and be aligned on key issues such as ferry funding and local zoning control. In response to the question of whether to offer a remote participation option,

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Board members noted both the expectation of including a remote participation option and the benefits of being in person together for social connection and relationship building.

Board members suggested inviting:

- Chairs of Senate and House transportation committees
- Gorst Coalition lobbyists and other lobbyists who advocate for KRCC jurisdictions
- AWC and WSAC government relations team with an opportunity for them to speak briefly regarding 2023 legislative agenda
- Gorst Coalition member

The Executive Committee will consider the Board's recommendations as they work to develop panel topics and finalize the guest list at the 10/20 meeting. Staff will look into setting up an option to invoice jurisdictions to allow for billing ahead of the event. Staff will meet with venue staff on Tuesday and will investigate whether the venue can offer a remote participation option for legislator panelists and/or others who would like to join the event but cannot attend in person. Members offered to take an active role in extending the invitation and encouraging legislators to attend. Staff will get invitations out beginning immediately. Format and agenda will be further polished at the 10/20 Executive Committee meeting.

5. KRCC Committee Reports

A. Land Use

No updates at this time.

B. Transportation

No updates at this time.

6. PSRC Board and Committee Reports

- PSRC Executive Board is working with the Transportation Policy Board to create a work plan to implement the newly adopted Regional Transportation Plan. This plan involves equity analyses to inform concrete steps around equity, climate, housing, and transportation.
- Poulsbo Mayor Erickson encouraged members to pay close attention to ongoing PSRC conversations and upcoming discussion on October 6 about allocation of earned share transit money among the transit agencies in the four-county PSRC area. Last cycle, the funding that came to WA State Ferries was about \$22 million.
- The Economic Development Board will meet October 5 at 10 am to discuss the Americas Competitiveness Exchange Program, which may lead to Seattle Puget Sound region hosting a delegation of more than 50 international business leaders in spring of 2023. They also plan to discuss the Good Jobs Challenge Grant for Washington Jobs Initiative.
- Following the tour of Kitsap Peninsula hosted this summer for PSRC Economic Development officials, conversations continue with Greater Seattle Partners director, Brian Surratt. Future tours will explore Pierce and Snohomish Counties.

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7. Corridor Committee Reports

- Highway 305 working group has been discussing pandemic effects on rising prices, supply chain disruption, inflation, and cost overruns on transportation projects. The Mortensen Construction Cost Index is up by over 20% and many projects are encountering delays and cost overruns that lead to budgets needing to be revisited. Project funding projections based on prior costs may not be correct. Many projects will be hoping for backfill funding from WSDOT and the state, and their requests may be strengthened by being able to show that they have sought other options for funding such as those Port Orchard is pursuing through local Transportation Benefit Districts and other sources.

8. KRCC Emergent and Countywide Issues

Councilmember Stern wanted it noted for the record that Mayor Erickson will be president of PSRC starting mid-2023. With her holding that post and Mayor Putaansuu as president of AWC, KRCC jurisdictions are deeply engaged in regional and statewide coordination.

9. Staff Report

- KRCC Income Statement

KRCC is 67% of the way through the year and about 55% of the way through the budget, so there may be some carry forward funds available to add to the reserves or to have available next year.

10. Public Comment

An opportunity was offered for public comment. There were no public comments.

11. KRCC Board Questions, Concerns, and Announcements

Mayor Wheeler expressed appreciation for those who stepped up quickly and decisively with unanimous support for City of Bremerton's letter and also inspired others including agencies, organizations, unions, and elected officials who sent letters to the Governor's Office in support of the proposal to backfill reduced WA State Ferry service temporarily with Kitsap Transit Fast Ferry service. Kitsap Transit is poised to fulfill that increased service if the funding comes through.

12. Adjourn

Meeting adjourned at 2:22 PM.

Appendix A – Board Members in Attendance

Jurisdiction	Board Member	In Attendance?
Bainbridge Island		
	Mayor J. Deets	present
	Council Member L. Schneider	
Bremerton		
	Mayor G. Wheeler (Vice Chair)	present
	Council Member D. Frey	
	Council Member J. Coughlin	
Kitsap County		
	Commissioner R. Gelder (Chair)	
	Commissioner C. Garrido	present
	Commissioner E. Wolfe	
Kitsap Transit		
	Director J. Clauson	present
Naval Base Kitsap		
	Captain R. Massie	
	Allison Satter (alt.)	present
Port Gamble S'Klallam Tribe		
	Chairman J. Sullivan	
Port of Bremerton		
	Commissioner A. Strakeljahn	present
	Commissioner G. Anderson (alt.)	
	Commissioner C. Bozeman (alt.)	
Port of Kingston		
	Commissioner M. McClure	
	Commissioner S. Heacock (alt.)	
Port Orchard		
	Mayor R. Putaansuu	present
	Council Member J. Rosapepe (alt.)	
	Council Member Mark Trenary (alt.)	
Poulsbo		
	Mayor B. Erickson	present
	Council Member E. Stern	present
Squamish Tribe		
	Council Chair L. Forsman	present
	Council Member J. Mills (alt.)	
Other		
WSDOT	JoAnn Schueler	
WSDOT	Gaius Sanoy (alt.)	
WSF		
Dept. of Commerce		

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Appendix B – Non-Board-Member Participants

Affiliation	Name
KRCC Facilitation Team	
KRCC Program Lead	Sophie Glass
KRCC Administrative Coordinator	Cheryl Klotz
KRCC Transportation Program Lead	Claire Wendle
KRCC Land Use Program Lead	Pauline Mogilevsky
Presenters	

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Kitsap Regional Coordinating Council

2023 Work Plan, Scope of Work, and Budget Proposal

Draft v. 10/20/2022

DRAFT





2023 KRCC Work Plan and Triangle Associates Scope of Work

Draft v. 10/25/22

Note: Due to COVID-19, this Work Plan assumes some virtual meetings and some hybrid meetings in 2023.

Purpose: The purpose of this document is to outline the initiatives, activities, and tasks that the Kitsap Regional Coordinating Council’s (KRCC) Board and committees expect to address in 2023, including:

- Preparing for the 2024 Regional and Countywide Federal Highway Administration (FHWA) Surface Transportation Program Funding Competitions (2027-2028 obligation years).
- Participating in the 2023 Rural Town Centers and Corridors transportation competition.
- Discussing transportation funding options outside of the FHWA competitions.
- Supporting jurisdictions in their respective periodic updates of their Comprehensive Plans.
- Adjusting the employment and growth targets as needed.
- Remaining current and proactive in relation to the activities managed by the Puget Sound Regional Council;
- Maintaining the administration of the organization by updating and implementing the KRCC Policies and Procedures Manual, Interlocal Agreement (ILA), and Bylaws.

Triangle Associates, Inc. will provide the staff to support the KRCC Board and committees. Triangle’s scope of work to implement the KRCC’s work plan is outlined by topic on the following pages.

Contents: The KRCC 2023 Work Plan – Scope of Work includes:

- I. Administrative Program Work Plan and Triangle Scope of Work (page 3)
- II. Land Use Program Work Plan and Triangle Scope of Work (page 5)
- III. Transportation Program Work Plan and Triangle Scope of Work (page 11)
- IV. 2023 calendar with an overview of expected meetings (page 14)

Legend: These work plans include the following activities represented by icons:



Research/Writing



Discussions at Meetings



Letters



Outreach



Requires KRCC Board Approval

I. KRCC Administrative Program 2023 Work Plan Narrative

The proposed tasks for the KRCC Executive Committee and KRCC Board for 2023 are outlined in the table below. KRCC staff will support the KRCC Executive Committee and Board in completing these action items.

Legend: These work plans include the following activities represented by icons:



Research/Writing



Discussions at Meetings





















Letters



Outreach



Requires KRCC Board Approval

Action Item	Executive Committee's Role	Board's Role
1. Select members of the 2023 KRCC Executive Committee. (Bylaws)	 Review proposed Executive Committee members. (Jan. 2023)	 Review (no vote required) the 2023 Executive Committee. (Feb. 2023)
2. Recommend and approve the Puget Sound Regional Council (PSRC) Board and Committee representatives. (Policies and Procedures Manual)	 Recommend appointments to PSRC Boards and Committees. (Jan. 2023)	 Approve PSRC Board and Committee appointments. (Feb. 2023)
3. Receive and process KRCC applications during the application window of July 1 - August 31. (Policies and Procedures Manual)	 Review any submitted KRCC membership applications. (July-Sept. 2023)	 Review and approve new KRCC member(s) by the last KRCC Board meeting of the year. (Sept.-Dec. 2023)
4. Develop and approve the 2024 annual budget and workplan. (Interlocal Agreement)	 Develop and review the draft 2024 budget and workplan. (July – Dec. 2023)	 Review the draft budget and workplan (Nov. 2023); approve the '24 budget and workplan (Dec. 2023).
5. Develop and facilitate annual retreat.	 Review draft retreat agenda.	 Approve the retreat agenda and participate in retreat.
6. Plan and execute a Legislative Reception. (Policies and Procedures Manual)	 Review the Legislative Reception plan from KRCC staff and provide guidance. (Sept.-Nov. 2023)	 Review the Legislative Reception plan from KRCC staff and provide guidance. (Oct.-Nov. 2023)
7. Distribute contractor evaluation. (Policies and Procedures Manual)	 Develop contractor evaluation form. (Oct. 2023)	 Return contractor evaluation form (Nov. 2023) and discuss results in a closed session (Dec. 2023)
8. Identify vacancies on PSRC Boards and Committees. (Policies and Procedures Manual)	 Review the vacancies on PSRC Boards and Committees. (Nov. 2023)	 Review the vacancies on PSRC Boards and Committees. (Dec. 2023)
9. Discuss and vote on 2024 Chair and Vice-Chair. (Bylaws)	 Review proposed 2024 Chair and Vice Chair. (Nov. 2023)	 Vote on proposed 2024 Chair and Vice Chair. (Dec. 2023)

Administrative Deliverables

- Executive Committee meeting agendas and meeting summaries (draft and final)
- Executive Committee meeting materials packets.
- Executive Committee annotated meeting agendas
- KRCC Board meeting agendas and meeting summaries (draft and final)
- KRCC Board meeting materials packets.
- KRCC Board annotated meeting agendas
- KRCC revenue and expense report as part of Board meeting packets
- Annual budget and workplan (draft and final)
- Retreat plan, agenda, materials, and logistics
- Legislative Reception agenda (draft and final)
- PSRC summaries as part of Board meeting packets
- The up-to-date roster of KRCC representatives on PSRC Boards and Committees

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I. Triangle Associates Scope of Work: KRCC Administrative Program

I.A. KRCC Board and Executive Committee Facilitation

To support the KRCC Executive Committee and KRCC Board, Triangle will provide a KRCC Program Lead who will serve as a neutral party responsible for completing or providing staff for:

- a) Drafting Executive Committee meeting agendas based on topics underway and KRCC Chair priorities, for approval by the Committee;
- b) Drafting KRCC Board meeting agendas in coordination with the KRCC Executive Committee;
- c) Gathering and constructing meeting materials as needed for the Executive Committee and KRCC Board meetings;
- d) Developing draft and final Board packets in coordination with the Executive Committee and sending to the Board;
- e) Communicating with Committee and Board members as needed to maintain effective communications and collaboration;
- f) Notetaking and drafting meeting summaries for Executive Committee review, as well as for tracking and implementing action items following each meeting;
- g) Meeting at least once in the calendar year with Board representatives from each jurisdiction to maintain an understanding of each jurisdiction's issues and interests;
- h) Developing a revenue and expense report for KRCC Board meetings; and
- i) Issuing public notices for KRCC Board meetings.

Staff	Meetings	Sub-Task Deliverables	Assumptions
<ul style="list-style-type: none"> • Sophie Glass, KRCC Program Lead • Claire Wendle, KRCC Transportation Program Lead • Pauline Mogilevsky, KRCC Land Use Program Lead • Cheryl Klotz, KRCC Coordination Lead 	<ul style="list-style-type: none"> • 5 KRCC Board meetings, 1 annual retreat • 10 Executive Committee meetings 	<ul style="list-style-type: none"> • Executive Committee meeting agendas and meeting summaries (draft and final) • KRCC Board meeting agendas and meeting summaries (draft and final) • KRCC revenue and expense reports • PowerPoint meeting presentation for Board meetings • Annual budget and workplan (draft and final) • Retreat plan, agenda, materials, and logistics 	<ul style="list-style-type: none"> • Board meetings will be 2-hours in duration at the Norm Dicks Government Center with a virtual call-in option via Zoom. Expenses for Board meetings are inclusive of facility fees. • Executive Committee Meetings will be 2-hours in duration and held virtually. • The KRCC Board retreat will be 6 hours in duration and will be held in a facility in Kitsap County. Expenses for the Board retreat are inclusive of facility fees.

I.B. State and Regional Legislative Coordination

To support KRCC Board interests in the WA State Legislature, Triangle will help design, prepare for, and staff an annual Legislative Reception in the fall under the direction of the Chair, Executive Committee, and Board. Triangle will also provide administrative support to the Gorst Coalition, led by the Port of Bremerton.

Staff	Meetings	Sub-Task Deliverables	Assumptions
<ul style="list-style-type: none"> Sophie Glass, KRCC Program Lead Claire Wendle, KRCC Transportation Program Lead Cheryl Klotz, KRCC Coordination Lead 	<ul style="list-style-type: none"> 1 Legislative Reception 4 Gorst Coalition Meetings 4 Gorst Co-Chair Meetings 	<ul style="list-style-type: none"> Legislative Reception event program (draft and final) Gorst Coalition Co-Chair meeting agendas Gorst Coalition meeting agendas Gorst Coalition meeting summaries (draft and final) 	<ul style="list-style-type: none"> The Legislative Reception will be 4 hours in duration, held either virtually or in Kitsap County Gorst Coalition meetings will be 2-hours in duration, held either virtually or in Kitsap County.

I.C. KRCC Website

Triangle will provide staff support as needed to maintain an up-to-date website that reflects the organization's activities and participation of all member jurisdictions.

Staff	Meetings	Sub-Task Deliverables	Assumptions
<ul style="list-style-type: none"> Claire Wendle, KRCC Transportation Program Lead Pauline Mogilevsky, Land Use Program Lead Cheryl Klotz, KRCC Coordination Lead 	N/A	<ul style="list-style-type: none"> Regular updates to the KRCC website 	<ul style="list-style-type: none"> Assumes KRCC staff will be updating the existing KRCC website.

I.D. Puget Sound Regional Council (PSRC) Coordination

To support KRCC member interests in the activities and communications of PSRC, Triangle will provide staff attendance at relevant staff level PSRC committee meetings, a bi-monthly report on staff and policy level committee meeting outcomes, and maintain communication with PSRC staff as needed. Triangle will also maintain an up-to-date roster of KRCC representatives on PSRC Boards and Committees.

Staff	Meetings	Sub-Task Deliverables	Assumptions
<ul style="list-style-type: none"> Claire Wendle, KRCC Transportation Program Lead Pauline Mogilevsky, KRCC Land Use Program Lead Cheryl Klotz, KRCC Coordination Lead 	<ul style="list-style-type: none"> 11 Regional Staff Committee (RSC) meetings 11 Regional Project Evaluation Committee (RPEC) meetings 	<ul style="list-style-type: none"> PSRC Updates for Board meetings An up-to-date roster of KRCC representatives on PSRC Boards and Committees 	<ul style="list-style-type: none"> Meetings will be 2-hours in duration Meetings will be held at PSRC's office or virtually

I.E. Overall Support

To support internal and external communication and coordination, Triangle will conduct weekly team meetings and communications among the KRCC staff, provide budget management, invoicing, and monthly progress reports over the life of the contract, coordinate with the KRCC attorney and the state auditor's office as needed. Staff will conduct responsibilities as needed for maintaining KRCC as a separate legal entity, including maintaining and staffing a KRCC phone number for the public, fielding public calls and emails as needed, maintaining files and documentation records, submitting annual audit reports, and coordinating with the Kitsap County staff assigned to support KRCC activities under the Memorandum of Understanding.

Staff	Meetings	Sub-Task Deliverables	Assumptions
<ul style="list-style-type: none"> Sophie Glass Claire Wendle Pauline Mogilevsky Cheryl Klotz 	<ul style="list-style-type: none"> Weekly internal staff check-ins Annual meeting with KRCC attorney Annual check-in with Auditor's Office 	<ul style="list-style-type: none"> Monthly invoices, progress reports Annual Audit Report 	<ul style="list-style-type: none"> Internal team meetings will be 1-hour in length and will be held at Triangle Associates' office or virtually

II. KRCC Land Use Program 2023 Work Plan Narrative

The proposed land use program work plan items for 2023 are outlined in the table below. KRCC staff will support the KRCC Board, Land Use Planning Policy Committee (PlanPOL), and Land Use Technical Advisory Committee (LUTAC) in completing these action items.

Legend: These work plans include the following activities represented by icons:



Research/Writing



Discussions at Meetings



Letters






Outreach



Requires KRCC Board Approval

Action Item	LUTAC's Role	PlanPOL's Role	Board's Role
KRCC			
1. Support each jurisdiction's periodic update to Comprehensive Plan, including: Housing targets and types, as they relate to affordable housing; employment target adjustments; population target adjustments, and UGA adjustments	Share resources; receive presentations from Commerce and others, hold a workshop focused on housing targets with an educational component (e.g. Kitsap County presentation)	Share resources; receive presentations from Commerce and others, hold a workshop on housing targets with an educational component (e.g. Kitsap County presentation)	Approve housing targets
2. Maintain list of Centers of Growth in the Countywide Planning Policies, as defined by PSRC and KRCC	Review applications for Centers of Growth designation	Review applications for Centers of Growth designation	Update the Countywide Planning Policies with new Centers of Growth
Puget Sound Regional Council (PSRC) Involvement			
3. Advise on any relevant PSRC planning efforts	Provide feedback to PSRC as appropriate.	Provide feedback to PSRC as appropriate	Provide feedback to PSRC as appropriate.
KRCC Operations			
4. Ensure messaging consistency between policy and technical committees.	KRCC staff will serve as the liaison.	PlanPOL meetings have LUTAC updates as standing agenda items.	Board meetings have PlanPOL and LUTAC updates as standing items.

Action Item	LUTAC's Role	Other	PlanPOL's Role	Board's Role
5. Coordinate on annexations and develop the annual annexation report	 LUTAC develops a draft annual annexation report.		PlanPOL reviews the draft annual annexation report.	 KRCC Board approves the annual annexation report.

Land Use Deliverables

- Meeting agendas (draft and final)
- Meeting summaries (draft and final)
- Meeting materials as needed, including maintaining communications with PSRC
- Report outs to the KRCC Board in person
- Briefing memos to LUTAC and or PlanPOL as needed
- Meeting follow up of action items and key discussion items
- Recommendations to PlanPOL developed by LUTAC

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Triangle Associates Scope of Work: Land Use Program

II.A. Land Use Planning Policy Committee (PlanPOL) Facilitation and Coordination

To support the KRCC Board’s PlanPOL, Triangle will provide a Land Use Program Lead who will report to the Program Director. An additional administrative staff will help support the technology associated with hybrid PlanPOL meetings.

The Land Use Lead will be responsible for drafting PlanPOL meeting agendas in coordination with PlanPOL and the Executive Committee, gathering and compiling meeting materials, and sending packets to PlanPOL at least 5 days before meetings. Triangle will also be responsible for providing staff for issuing public notices, notetaking, drafting meeting summaries, as well as tracking and implementing action items prior to and following each meeting.

Staff	Meetings	Sub-Task Deliverables	Assumptions
<ul style="list-style-type: none"> Sophie Glass, KRCC Program Director Pauline Mogilevsky, KRCC Land Use Program Lead 	<ul style="list-style-type: none"> 4 PlanPOL meetings 	<ul style="list-style-type: none"> Meeting agendas (draft and final) Meeting summaries (draft and final) Meeting materials as needed, including maintaining communications with PSRC Report outs to the KRCC Board in person Oversee the work of the CPP Consultant 	<ul style="list-style-type: none"> Meetings will be 1.5-hours in duration Meetings will be held virtually or in-person

II.B. Land Use Technical Advisory Committee (LUTAC) Facilitation and Coordination

To support the KRCC Board’s Land Use Technical Advisory Committee (LUTAC), Triangle will provide a KRCC Land Use Program Lead who will report to the Program Director, provide staff support to LUTAC, and facilitate LUTAC meetings. The Land Use Program Lead will be responsible for drafting LUTAC agendas in coordination with the Program Director and LUTAC members, gathering and constructing meeting materials, and sending materials to LUTAC at least 5 days before LUTAC meetings. The Program Lead is also responsible for notetaking, drafting and finalizing meeting memos of action items and key discussion areas, as well as tracking and implementing action items following each meeting.

Staff	Meetings	Sub-Task Deliverables	Assumptions
<ul style="list-style-type: none"> Sophie Glass Pauline Mogilevsky 	<ul style="list-style-type: none"> 5 LUTAC meetings 	<ul style="list-style-type: none"> Meeting agendas (draft and final) Meeting memo of action items and key discussion items Recommendations to PlanPOL developed by LUTAC 	<ul style="list-style-type: none"> Meetings will be 2-hours in duration and will be held virtually or in-person.

III. KRCC Transportation Program 2023 Work Plan Narrative

The proposed transportation program work plan items for 2023 are outlined in the table below. KRCC staff will support the KRCC Board, Transportation Policy Committee (TransPOL), and Transportation Technical Advisory Committee (TransTAC) in completing these action items.

Legend: These work plans include the following activities represented by icons:



Research/Writing



Discussions at Meetings













Letters









Outreach



Requires KRCC Board Approval

Action Item	TransTAC's Role	TransPOL's Role	Board's Role
Transportation Coordination			
1. Learn about transportation issues of common interest (e.g., electric vehicles).	 TransTAC addresses cross-jurisdictional transportation issues as needed. TransTAC members prepare educational updates on these topics for TransPOL meetings upon request.	 TransPOL reviews the list of cross-jurisdictional transportation issues and selects topics for their 2023 meetings.	 KRCC Board reviews relevant transportation topics as needed.
2. Comprehensive Plan and Building Codes Updates	 Share information and resources regarding each jurisdiction's updates to their Comprehensive Plans and Building Codes (e.g. transit station areas).	 If needed, share updates about Comprehensive Plan updates and Building Code updates.	N/A
PSRC Coordination			
3. Participate in PSRC's process for rebalancing, or other processes if new funding becomes available.	 Discuss opportunities for project funding as a result of rebalancing.	 Receive updates on project funding as a result of rebalancing.	N/A
4. Discuss updates to policies and criteria for the Countywide Competition.	 Conduct research related to topics based on guidance from TransPOL.	 Provide guidance to TransTAC related to research needed to support discussions on desired topics. Review data related to selected topics and	 Approve the approach to selected topics as part of the Call for Projects in 2024.

Action Item	TransTAC's Role	TransPOL's Role	Board's Role
		propose an approach for KRCC Board review.	
5. Participate in the Rural Town Centers and Corridor Competition (RTCC)	 Discuss projects submitted to the RTCC.	 Review projects submitted to the RTCC.	 Review projects submitted to the RTCC (vote if more projects submitted than slots)
KRCC Collaboration			
6. Ensure messaging consistency between policy and technical committees.	 KRCC staff will serve as the neutral liaison to provide updates and information to policy representatives.	 TransPOL meetings have TransTAC updates as a standing agenda item.	 KRCC Board meetings have TransPOL and TransTAC updates as standing agenda items.

Transportation Deliverables

- Meeting agendas (draft and final)
- Meeting summaries (draft and final)
- Meeting materials as needed including maintaining communications with PSRC
- Summary reports at KRCC Board meetings
- TransTAC recommendations to TransPOL

III. A. Transportation Policy Committee (TransPOL) Facilitation and Coordination

To support the KRCC Board’s Transportation Policy Committee (TransPOL), Triangle will provide a Transportation Program Lead who will be responsible for drafting TransPOL agendas in coordination with the KRCC Executive Committee, gathering and constructing meeting materials, and sending these materials to TransPOL at least 5 days before meetings. Triangle will also be responsible for providing staff for issuing public notices, notetaking, drafting meeting summaries, as well as tracking and implementing action items prior to and following each meeting.

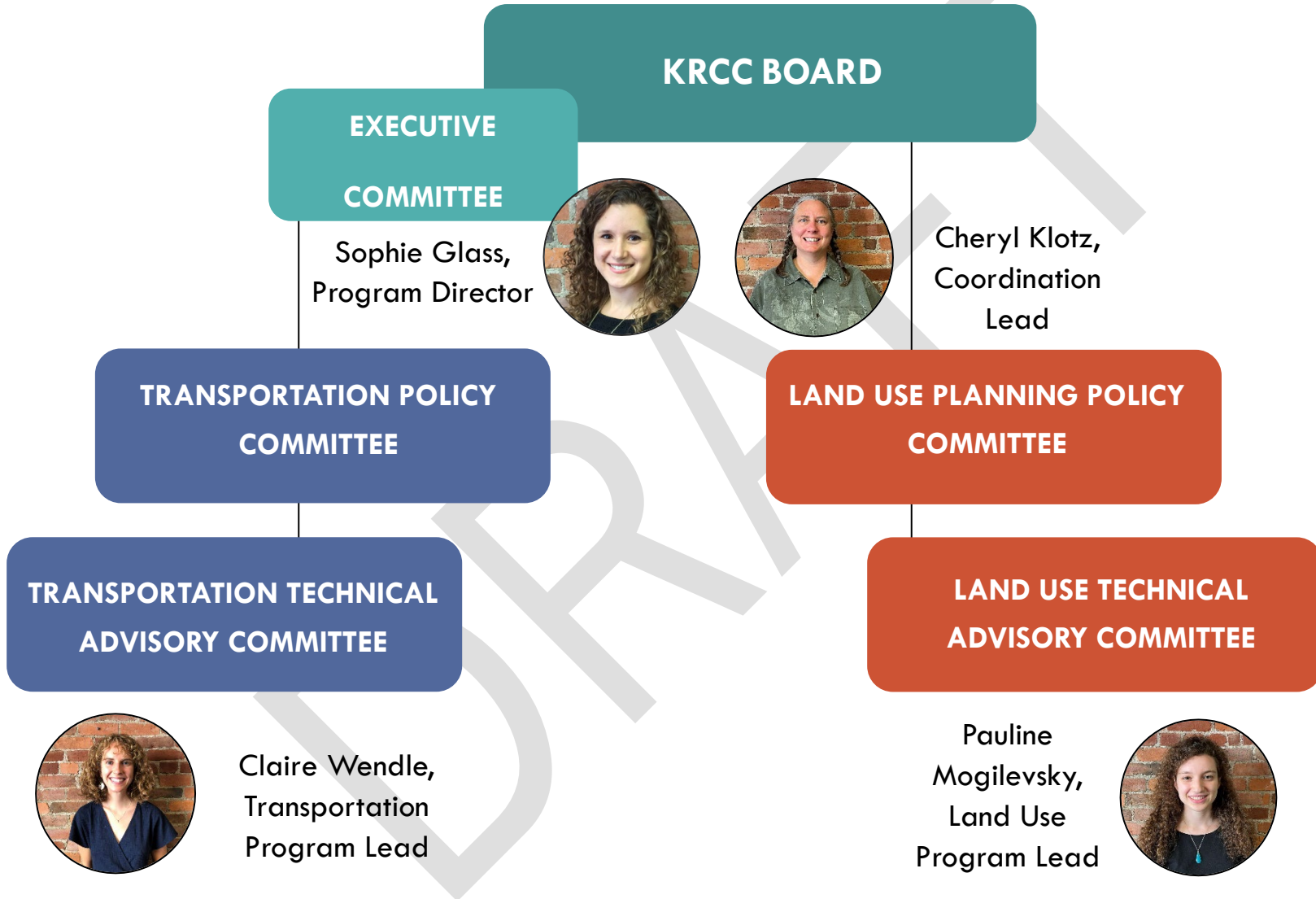
Staff	Meetings	Sub-Task Deliverables	Assumptions
<ul style="list-style-type: none"> Sophie Glass, KRCC Program Director Claire Wendle, KRCC Transportation Program Lead 	<ul style="list-style-type: none"> 3 TransPOL meetings 	<ul style="list-style-type: none"> Meeting agendas (draft and final) Meeting summaries (draft and final) Meeting materials as needed including maintaining communications with PSRC Summary reports at KRCC Board meetings 	<ul style="list-style-type: none"> Meetings will be 1.5-hours in duration Meetings will be held virtually <u>only</u> (with in-person viewing at NDGC).

III. B. Transportation Technical Advisory Committee (TransTAC) Facilitation and Coordination

To support the KRCC Board’s Transportation Technical Advisory Committee (TransTAC), Triangle will provide a KRCC Transportation Lead who will report to the Program Lead, provide staff support to TransTAC, and facilitate TransTAC meetings. The Program Lead will be responsible for drafting TransTAC meeting agendas in coordination with the KRCC Program Lead and TransTAC members, gathering and constructing meeting materials, and sending materials to TransTAC at least 5 days before TransTAC meetings. The Coordination Lead is responsible for notetaking, drafting and finalizing a meeting memo, as well as tracking and implementing action items following each meeting.

Staff	Meetings	Sub-Task Deliverables	Assumptions
<ul style="list-style-type: none"> Sophie Glass Claire Wendle 	<ul style="list-style-type: none"> 4 TransTAC meetings 	<ul style="list-style-type: none"> Meeting agendas (draft and final) Meeting summary of action items and key discussion items Meeting materials as needed, including maintaining communications with PSRC Recommendations to TransPOL 	<ul style="list-style-type: none"> Meetings will be 2-hours in duration Meetings will be held virtually or in-person

IV. Staff Organizational Chart



V. 2023 Calendar of Expected Meetings

		January	February	March	April	May	June	July	August	September	October	November	December
Executive	Board* 1 st Tues. 10:15AM-12:15PM Norm Dicks Gov. Center		Feb. 7 Board Meeting				June 6 Board Meeting				Oct 3 Board Meeting	Nov. 7 Board Meeting	Dec. 5 Board Meeting
	Executive Committee 3 rd Thurs. 11:00AM-1:00PM Virtual	Jan. 19 Executive Committee Meeting	Feb. 16 Executive Committee Meeting	March 16 Executive Committee Meeting	April 20 Executive Committee Meeting	May 18 Executive Committee Meeting	<i>June 15</i> Executive Committee Meeting <i>(cancel if no need)</i>			Sept. 21 Executive Committee Meeting	Oct. 19 Executive Committee Meeting	Nov. 16 Executive Committee Meeting	<i>Dec. 21</i> Executive Committee Meeting <i>(cancel if no need)</i>
Transportation	TransPOL* 3 rd Thurs. 3:00-4:30PM NDGC			March 16 TransPOL Meeting			June 15 TransPOL Meeting				Oct. 19 TransPOL Meeting		
	TransTAC 2 nd Thurs. 1:30-3:00PM Various locations/ virtual		Feb 9 TransTAC Meeting (in-person @ Kitsap Co)			May 11 TransTAC Meeting (virtual)				Sept. 14 TransTAC Meeting (virtual)		Nov. 9 TransTAC Meeting (in-person @ Poulsbo)	
Land Use	PlanPOL* 3 rd Tues. 1:30-3:00PM Virtual (wkshop in person)	Jan. 17 PlanPOL Meeting			April 18 PlanPOL Meeting		June 20 PlanPOL Meeting				Oct. 17 PlanPOL Meeting		
	LUTAC 2 nd Thurs. 9:30-11:30AM Virtual		Feb. 9 LUTAC Meeting	March 9 LUTAC Meeting		May 11 LUTAC Meeting				Sept. 14 LUTAC Meeting		Nov. 9 LUTAC Meeting	

KRCC Retreat Date: TBD

Legislative Reception Date: TBD

KRCC BUDGET with TRIANGLE ASSOC. DETAIL
 January 1, 2023 - December 31, 2023
 Draft 10-27-22

	Sophie Glass	Claire Wendle	Cheryl Klotz	Pauline Mogilevsk y	Admin	Expenses	Total	Task Total	2022 Budget	Expense Info	Assumptions	
I. KRCC Administrative Program												
Task I.A. - Executive Board + Committee								\$67,762.50	\$58,662	Virtual only		
Prep and summaries. for Exec. Committee (10)	40	0	100	0	0	\$0	\$17,700				Agenda, materials, annotated agenda, distribute materials	
Exec. Comm. facilitation (10)	25	0	25	0	0	\$100	\$6,850			Zoom use fee = \$10/meeting		
Preparation for Exec. Board (5)	10	0	40	0	0	\$0	\$6,150				Agenda, materials, annotated agenda, distribute materials	
Board meeting facilitation (5)	30	30	30	30	0	\$0	\$15,000			\$9.25 ferry ticket for 4 people + \$20 printing/in-person meeting	5, 2-hr meetings plus travel for in-person meetings.	
Board meeting summaries and follow-up (5)	8	0	20	0	0	\$0	\$3,463				2 hr mtgs, 1 hour prep/back, 3 hr travel	
Prep and Planning for Board retreat (1)	15	5	35	5	0	\$0	\$7,500				Agenda, materials, annotated agenda, distribute materials	
KRCC Board retreat and summary plus travel (1)	11	10	14	10	10	\$350	\$6,865			car ferry ride/mileage + \$300 printing	8-hr day plus travel to/from Bremerton	
1-on-1 meetings with jurisdictions as needed (11)	11	0	22	0	0	\$0	\$4,235				By phone only	
Task I.B. - State/Regional Legislative Coordination								\$20,240.00	\$35,141			
Legislative Reception (1)	25	8	45	8	8	\$350	\$11,960			car ferry ride/mileage + \$300 printing	Planning + Day Of + Follow Up, venue cost out of general KRCC budget	
Gorst Coalition co-chair meeting support (4)	0	36	0	0	0	\$0	\$4,140				4 co-chair meetings	
Gorst Coalition meeting support (4)	0	36	0	0	0	\$0	\$4,140				4 Gorst Coalition meetings	
Task I.C. - Website								\$4,495.00	\$2,295			
Website management	4	4	20	4	4	\$295	\$4,495			InMotion Hosting + Square Space (\$295)		
Task I.D. - PSRC Support								\$8,450.00	\$9,340			
General PSRC coordination	6	6	0	6	12	\$0	\$3,390					
Attend Regional Staff Comm. Mtgs (11)	0	0	0	22	0	\$0	\$2,530			11 RSC meetings	2-hr meetings; remote participation	
Attend Regional Proj. Eval Comm. Mtgs (11)	0	22	0	0	0	\$0	\$2,530			11 RPEC meetings	2-hr meetings; remote participation	
Task I.E. - Overall support								\$34,037.00	\$44,420			
Contract management	8	0	0	0	0	\$0	\$1,240					
Administrative and technical support	10	10	16	10	10	\$1,632	\$8,222			Rackspace (\$960), Jungle Disk (\$360), Grasshopper phone (\$312)	10hrs for annual audit report	
Internal team coordination meetings	48	48	48	48	0	\$0	\$24,000				Average weekly meeting 1 hr	
RMSA Compact obligations	0	0	5	0	0	\$0	\$575				RMSA dues through KRCC General budget	
II. KRCC Land Use Program												
Task II.A. - PlanPOL								\$11,423.50	\$45,116			
Preparation and materials (4)	12	0	0	30	0	\$0	\$5,310				agenda, materials, annotated agenda, distribute materials	
Meeting facilitation (4)	12	0	0	12	0	\$239	\$3,344			Travel to 1, in person meeting + Zoom webinar use fee (\$75/meeting) +	1.5-hr meetings	
Meeting summaries and follow-up (4)	6	0	0	16	0	\$0	\$2,770					
Task II.B. - LUTAC								\$14,091.00	\$18,536			
Preparation (5)	15	0	0	37	5	\$0	\$7,030				agenda, materials, annotated agenda, distribute materials, oversee the work of	
Meeting facilitation (5)	4	0	0	19	15	\$59	\$4,111			Travel to 2, in-person meetings via ferry + \$10 zoom fees +\$20 printing	2-hr meetings	
Meeting summaries and follow-up (5)	0	0	0	10	20	\$0	\$2,950					
III. KRCC Transportation Program												
Task III.A. - TransPOL								\$8,407.50	\$17,476			
Preparation (3)	12	21	0	0	0	\$0	\$4,275				agenda, materials, annotated agenda, distribute materials	
Meeting facilitation (3)	6	6	0	0	0	\$435	\$2,055			All virtual. Zoom webinar use fee (\$75/meeting) + NDGC rental	1.5hr meetings	
Meeting summaries and follow-up (3)	5	12	0	0	0	\$0	\$2,078					
Task III.B. - TransTAC								\$11,628.50	\$15,996			
Preparation (4)	12	30	0	0	4	\$0	\$5,670				agenda, materials, annotated agenda, distribute materials	
Meeting facilitation (4)	4	16	0	0	12	\$59	\$3,599			Travel to 2, in-person meetings via ferry + \$10 zoom fee + \$20 printing	2-hr meetings	
Meeting summaries and follow-up (4)	0	8	0	0	16	\$0	\$2,360					
Triangle Totals	338	308	420	266	116	\$3,518	\$180,535.00	\$180,535.00	\$246,983.80	chk total		

Staff	Rates
Sophie Glass	\$155.00
Claire Wendle	\$115.00
Cheryl Klotz	\$115.00
Pauline Moallevsky	\$115.00
Admin	\$90.00

Auditor's Office Fees: In case of unexpected accountability audit
Legal services: Approximate annual cost
RMSA insurance: updated amount for 2023
Room rentals: Cost for meeting, retreat, and legislative reception room rentals

Auditor's Office Fees	\$5,000.00
Legal Services	\$3,000.00
RMSA Insurance	\$4,123.00
Room Rentals	\$2,500.00
Reserves	\$1,000.00
Miscellaneous	\$342.00
Subtotal	\$15,965.00
Triangle Associates	\$180,535.00
KRCC TOTAL:	\$196,500.00

Historical Comparison:
 2022 Triangle Budget = \$246,983; Actual = TBD
 2021 Triangle Budget = \$230,608 ; Actual = \$240,437
 2020 Triangle Budget = \$192,417; Actual = 181,020
 2019 Triangle Budget = \$222,213; Actual = \$209,880
 2018 Triangle Budget = \$197,275; Actual = \$200,487

KRCC Budget Change from 2022 to 2023: -34.77%
 Triangle Budget Change from 2022 to 2023: -36.81%

DRAFT Kitsap Regional Coordinating Council Member Dues for 2023

v. 10-13-22

Jurisdiction/ Member	DUES FORMULA					2023 DUES PROPOSAL				
	2022 OFM Population #	2022 % of Population	2022 Assessed Valuation	Valuation Percentage	% of Core Program (weighted 50/50)	Core Program Payments before Fiscal Agent Fee	% of Fiscal Agent Fee (By Jurisdiction and Non-Jurisdiction)	Fiscal Agent Fee*	Net 2023 Dues	% of budget
TOTAL			\$ 50,020,817,833.00							
Kitsap County (minus cities)	182,040	64.8%	\$29,803,450,638	60%	62.2%	\$ 136,018	-		\$ 133,591	
Bremerton	45,220	16.1%	\$5,034,577,765	10%	13.1%	\$ 28,609	35%	\$756	\$ 29,365	
Bainbridge Island	25,060	8.9%	\$10,285,196,057	21%	14.7%	\$ 32,240	39%	\$852	\$ 33,092	
Port Orchard	16,400	5.8%	\$2,503,880,075	5%	5.4%	\$ 11,858	14%	\$313	\$ 12,171	
Poulsbo	12,180	4.3%	\$2,393,713,298	5%	4.6%	\$ 9,974	12%	\$264	\$ 10,238	
SUB-TOTAL	280,900	100%	\$50,020,817,833	100%	100%	\$ 218,700	100%	\$2,184	\$ 218,457	90%
Port of Bremerton	2020 Census population = 116,533				33.5%	\$ 8,141	33.5%	\$81	\$ 8,222	
Kitsap Transit					46.0%	\$ 11,178	46.0%	\$112	\$ 11,290	
Suquamish Tribe	Non-jurisdictions together = 10% of total dues.				4.5%	\$ 1,094	4.5%	\$11	\$ 1,104	
PGST Tribe					4.5%	\$ 1,094	4.5%	\$11	\$ 1,104	
Port of Kingston**	2020 Census population for Kingston = 2836				11.5%	\$ 2,795	11.5%	\$28	\$ 2,822	
SUB-TOTAL					100%	\$ 24,300	100%	\$243	\$ 24,543	10%
TOTAL DUES SUPPORT					Total***	\$ 243,000			\$ 243,000	

enter budget here

2022 DUES FOR REFERENCE

Jurisdiction	2022	2023	Percent Change
Kitsap County	\$ 133,900	\$ 133,591	-0.2%
Bremerton	\$ 27,873	\$ 29,365	5.1%
Bainbridge Isl.	\$ 34,900	\$ 33,092	-5.5%
Port Orchard	\$ 11,612	\$ 12,171	4.6%
Poulsbo	\$ 10,171	\$ 10,238	0.7%
Port of Bremerton	\$ 8,367	\$ 8,222	-1.8%
Kitsap Transit	\$ 11,449	\$ 11,290	-1.4%
Suquamish Tribe	\$ 1,101	\$ 1,104	0.3%
PGST Tribe	\$ 1,101	\$ 1,104	0.3%
Port of Kingston**	\$ 2,525	\$ 2,822	10.5%
TOTAL	\$ 242,999	\$ 243,000	0.0%

	1% of total budget Fee for Fiscal Agent =	
	\$ 2,430.00	
10%=	\$ 243.00	\$ 242.71
90%=	\$ 2,187.00	\$ 2,184.35

*KRCC implemented a Fiscal Agent Fee in 2019 to compensate Kitsap County for the fiscal and administrative services provided on behalf of KRCC. The recommended fee is 1% of the total KRCC Budget, distributed amongst jurisdictions and non-jurisdictions based on the percent used to calculate each members' dues.

**Port of Kingston moved from a flat dues fee (\$2525) to a percentage based dues fee for 2023 dues, therefore the percentage change is not consistent with the other members.

***On 10/20/22, the Exec. Committee recommended using the 2022 KRCC budget to calculate the 2023 dues. This results in small differences between 2022 and 2023 member dues for each jurisdictions and non-jurisdictions.

AGREEMENT FOR LEGAL SERVICES

Kitsap Regional Coordinating Council, at 614 Division Street, MS-4, Port Orchard, Washington 98366 (the “Council”), 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 Council and the Prosecuting Attorney agree as follows:

1. RECITALS

Whereas, the Council is a regional transportation and planning forum and a separate legal entity formed under an Interlocal Agreement pursuant to chapter 39.34 RCW;

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

Whereas, the member agencies of the Council agree that the Prosecuting Attorney’s Office may represent the Council on matters arising within the Council’s purview; and

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

Now, therefore, in consideration of the terms and conditions contained herein, the Council 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 Council as more fully described in Attachment A, “Scope of Services”, attached hereto and incorporated herein, except as follows:

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

B. As provided in Section 13 of this Agreement, when a conflict of interest exists between the Council 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 Council and the County following full disclosure or cannot be waived despite full disclosure.

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

4. COMPENSATION

For services performed in 2022 by the Prosecuting Attorney and Deputy Prosecuting Attorneys under this Agreement, the Council will compensate the Prosecuting Attorney at the hourly rate of \$149.00, and \$91.00 per hour for paralegal services. Effective January 1, 2023, the Council will compensate the Prosecuting Attorney for services performed by the Prosecuting Attorney and Deputy Prosecuting Attorney under this Agreement at the hourly rate of \$159.00, and \$96.00 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 includes overhead support.

The Council 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

Kitsap County is the Council's fiscal agent. The Prosecuting Attorney shall submit quarterly invoices to the Kitsap Regional Coordinating Council, at 614 Division Street, MS-4, Port Orchard, Washington 98366 (the "Council") to the attention of the Kitsap County Administrator. 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 Council shall pay County at the hourly rates set forth in Section 4. The Council will make payment within thirty (30) days following receipt of billing. Upon request, the Council 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 on November 1, 2022 and terminate on December 31, 2023, 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 Council will be the Administrator, who shall have full authority to request services hereunder.

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 Council 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 Council 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 Council 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 Council. 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 Council 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 hereto, incorporated herein, the Prosecuting Attorney shall observe the Rules of Professional Conduct as applicable to county prosecuting attorneys and inform the Council if actual or potential conflicts of interest arise. The Council recognizes that the Prosecuting Attorney may from time to time, represent the County in matters that may also involve the Council. In such cases, if a conflict arises, the Council understands and agrees that the Prosecuting Attorney must represent the County even though the County may be adverse to the Council. In the event of such a conflict, when possible, the Prosecuting Attorney shall assign different deputy prosecuting attorneys to represent the County and the Council 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 Council and the County following full disclosure, or cannot be waived despite full disclosure, the Prosecuting Attorney

will work with the Council to secure appropriate representation and provide for a smooth transition to alternative counsel. The Council 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. 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.]

Dated this _____ day of _____, 202__.

KITSAP REGIONAL COORDINATING COUNCIL

Greg Wheeler, Vice Chair

Dated this _____ day of _____, 202__.

KITSAP COUNTY PROSECUTING ATTORNEY

CHAD M. ENRIGHT

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EXHIBIT A**SCOPE OF SERVICES**

The Prosecuting Attorney will provide the Council with a full range of legal services, with the exceptions set forth in the body of this Agreement, including the following:

1. Provide legal consultation services, including telephone and office consultation and written opinion memos on all Council issues;
2. Review and redraft administrative regulations and policies, including the Council's personnel manual;
3. Review and redraft contracts;
4. Review and redraft resolutions and ordinances;
5. Represent the Council in actions to enforce Council regulations throughout Kitsap County, including areas otherwise within the jurisdiction of the Council's member agencies;
6. Evaluate claims filed with the Council;
7. Represent the Council in litigation before administrative tribunals and state and federal courts other than litigation, which the Council may, in accordance with its insurance policies, tender to other counsel; and
8. Labor negotiations including legal advice regarding collective bargaining matters as required.

EXHIBIT B

Executed Copy of Conflict Letter to Kitsap Regional Coordinating Council
Consisting of 3 pages



Kitsap County Prosecuting Attorney Chad M. Enright



CIVIL DIVISION

Ione George
Chief of Staff

Jacquelyn Aufderheide
Civil Division Chief

Carrie Bruce
Administrative Manager

Please reply to: Civil Division

October 17, 2022

Executive Committee
Kitsap Regional Coordinating Council
614 Division St. MS-4
Port Orchard, WA 98366

RE: Exhibit B to 2022 -2023 Legal Services Agreement
Waiver of Potential Conflicts of Interest

Dear Executive Committee:

For several years, the Kitsap County Prosecuting Attorney’s Office (“PAO”) has served as general counsel to the Kitsap Regional Coordinating Council (“KRCC”). We value our relationship with KRCC and are willing to continue to serve as general counsel. However, to ensure KRCC 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 KRCC’s Board to expressly authorize the continuation of legal services by the PAO and waive potential conflicts of interest that might arise by virtue of our services to KRCC.

As you know, KRCC is a legally independent public agency, formed pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and governed by an Executive Board of Directors, consisting of members from the Cities of Bainbridge Island, Port Orchard, and Poulsbo, Kitsap Transit, Ports of Bremerton and Kingstson, and the County of Kitsap. Under chapter 36.27 RCW, the PAO has a legal duty and affirmative obligation to be the legal adviser to the Kitsap County Board of Commissioners. The other members of KRCC receive legal advice and representation from their appointed attorneys. In serving as general counsel to KRCC, the PAO’s advice to KRCC will not constitute legal advice to or representation of any particular member of KRCC. However, as more fully explained below, there may be times that the County and KRCC are materially 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—the affected clients here being KRCC and the County and each affected client gives informed consent in writing. In evaluating the potential conflicts that

might arise with the PAO's representation of KRCC, we considered the legal matters KRCC has sought in the past, and may in the future seek legal assistance with:

- Public records laws, including retention and disclosure;
- Open Public Meetings Laws;
- Contracts, including procurement compliance with federal and state laws and regulations;
- Agreements with other public agencies, including grants and loans;
- Revisions to the Interlocal Agreement establishing KRCC and its bylaws;
- Use of public resources in connection with ballot measures;
- Growth Management Act issues, particularly in connection with countywide planning policies; and
- Transportation funding issues.

The PAO's handling of most of the matters listed above should present no conflicts of interest. One reason is that many of the matters in which we have advised KRCC have not been matters in which the County and the KRCC are materially adverse or had the potential to be. In addition, the County is a member of the KRCC, and has an interest in the efficient and full functioning of KRCC. Thus, the potential for confidential information of KRCC being used to its disadvantage is low.

The main concern associated with conflict waivers under the circumstances presented here is ensuring that KRCC and the County each receive objective and independent legal advice. An example is where KRCC and Kitsap County are parties to the same contract. In this situation, the PAO will assign different deputy prosecuting attorneys to represent the County and KRCC and create an "ethical wall" to screen each attorney from the work product of the other.

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

By executing this letter, KRCC and each member of KRCC's Executive Board consent to the PAO's service as general counsel for KRCC and waiver any conflict of interest that might be said to arise by virtue of that representation. In addition, KRCC and each member of KRCC's Executive Board consent to PAO's ongoing representation of Kitsap County. We will inform KRCC and the County when we became aware of representation that presents a conflict of interest under the RPCs and request a waiver at that time. In some circumstances, the PAO will reach out to the attorneys representing each member of KRCC, so that KRCC members may obtain independent advice about the specific matter if it so chooses.

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

Please present this letter together with the 2020 amendment to the legal services agreement to the Executive Board for consideration. If this approach is acceptable to the Board, please have the Chair sign below and return it to me at your convenience. We will also be discussing this letter with the Board of County Commissioners. By signing this letter, each member of the Executive Board is waiving any conflict of interest that could be said to arise by virtue of our work as general counsel to KRCC. Further, KRCC also expressly waives any conflict arising from PAO's continued legal representation of Kitsap County.

Thank you for your attention and consideration.

Sincerely yours,

CHAD M. ENRIGHT
Prosecuting Attorney

/s/ Jacquelyn M. Aufderheide

Jacquelyn M. Aufderheide
Chief Civil Deputy Prosecuting Attorney

CONSENT GRANTED AND WAIVER APPROVED:

Dated this _____ day of _____, 2022

Kitsap Regional Coordinating Council

Greg Wheeler, Vice Chair

DRAFT CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (the Contract) is entered into by Kitsap Regional Coordinating Council, a municipal corporation, having its interim principal offices at Kitsap County 614 Division St MS-7, Port Orchard WA 98366 (KRCC) and Triangle Associates Inc. (the Contractor) having its principal offices at 2825 Eastlake Ave E, Suite 300, Seattle, WA.

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on January 1, 2023 and terminate on December 31, 2024. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of KRCC.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services and budget to be performed by the Contractor is set forth in Exhibit A which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the KRCC.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the KRCC from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the KRCC.

SECTION 3. CONTRACT REPRESENTATIVES

The KRCC and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

KRCC Contract Representative

Kitsap Regional Coordination Council Executive Board Chair

Contractor's Contract Representative

Triangle Associates Inc.

ATTN: Betsy Daniels

2825 Eastlake Ave E, Suite 300

Seattle, WA

206-583-0655

SECTION 4. COMPENSATION

- 4.1 A description of the services and compensation to be paid to the Contractor is set forth in Exhibit A which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the KRCC to the Contractor in no event **will exceed the KRCC budget for the given year.**
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the KRCC once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the KRCC generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the KRCC, the KRCC may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the KRCC.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the KRCC and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the KRCC, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or

death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the KRCC, its officers, officials, employees or agents.

- 6.2 With regard to any claim against the KRCC, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws.

By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 Professional Legal Liability. The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.3 Commercial General Liability. The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial

general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 Automobile Liability. The Contractor will maintain automobile liability insurance as follows:

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 Miscellaneous Insurance Provisions.

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the KRCC, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the KRCC, its officers, officials, employees and agents as an additional insured with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the KRCC as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the KRCC, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are

not intended to be an indication of exposure, nor are they limitations on indemnification.

H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

B. The Contractor will furnish KRCC with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the KRCC. Any certificate or endorsement limiting or negating the insurer's obligation to notify the KRCC of cancellation or changes must be amended so as not to negate the intent of this provision.

C. The Contractor will furnish the KRCC with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the KRCC as an additional insured.

D. Certificates of insurance will show the certificate holder as KRCC and indicate "care of" the appropriate KRCC office or department. The address of the certificate holder will be shown as the current address of the appropriate KRCC office.

E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to KRCC that the Contractor is currently paying workers' compensation.

F. Written notice of cancellation or change will be mailed to the KRCC at the following address:

Risk Management Division
Kitsap County Department of Administrative Services
614 Division Street, MS-7
Port Orchard, WA 98366

- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

8.1 The KRCC may terminate the Contract in whole or in part whenever the KRCC determines, in its sole discretion that such termination is in the best interests of the KRCC. The KRCC may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the KRCC will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the KRCC may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by KRCC to the Contractor. No costs incurred after the effective date of the termination will be paid.

8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the KRCC, the KRCC may terminate the Contract. In that event, the KRCC will pay the Contractor only for the costs of services accepted by the KRCC. Upon such termination, the KRCC, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the KRCC in completing the work and all damages sustained by the KRCC by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the KRCC.

9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the KRCC. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.

- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any KRCC benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the KRCC.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the KRCC. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the KRCC upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the KRCC.
- 12.3 An electronic copy of all word processing documents will be submitted to the KRCC upon request or at the end of the job using the word processing program and version specified by the KRCC.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the KRCC, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the KRCC, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the KRCC of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the KRCC arising under or out of the Contract will be brought to the attention of the KRCC at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the KRCCs contract representative or designee. All rulings, orders, instructions and decisions of the KRCCs contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the KRCC or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the KRCC or an order entered by a court of competent jurisdiction. The Contractor will promptly give the KRCC written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 No Waiver. The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 Tax Payments. The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 Personnel Removal. The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the KRCCs contract representative or designee.
- 17.4 Legal Compliance. The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

- 17.5 Records Inspection and Retention. The KRCC may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 Successors and Assigns. The KRCC, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 Entire Agreement. The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 Notices. Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous — No Waiver), 17.5 (Miscellaneous - Records Inspection and Retention) and Section 17.7 (Miscellaneous — Severability).

SECTION 18. PREVAILING WAGE (IF APPLICABLE)

- a. Pursuant to RCW Chapter 39.12 and WAC 296-127, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the KRCC of its compliance with prevailing wage laws and regulations.

A copy of such prevailing rates of per diem wages shall be posted by the CONTRACTOR at the work site.

- b. For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages" (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the CONTRACTOR. If the Contract is more than \$10,000, the Statement of Intent shall include the CONTRACTOR's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by the CONTRACTOR prior to release of the retained percentage. Copies of these documents shall be provided to the KRCC prior to any payment being made to the CONTRACTOR. The fee for each of these documents shall be paid by the CONTRACTOR.
- c. For contracts \$2,500 or less, the CONTRACTOR may submit the Statement of Intent to the KRCC directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the CONTRACTOR shall submit an "Affidavit of Wages Paid" to the KRCC. Once it is received, the KRCC may pay the CONTRACTOR in full including those funds the KRCC would otherwise retain under RCW Chapter 60.28.

Dated this ____ day _____, 2022	Dated this ____ day _____, 2022
Consultant	Kitsap Regional Coordinating Council
Triangle Associates, Inc.	Rob Gelder, KRCC Chair

EXHIBIT A: DESCRIPTION OF SERVICES AND BUDGET



Kitsap Regional Coordinating Council

The Kitsap Peninsula is the home of sovereign Indian nations, namely the Suquamish and Port Gamble S'Klallam Tribes.

Recommendation for the Kitsap Regional Coordinating Council (KRCC) 2023 Chair and Vice-Chair

On October 20, 2022, the KRCC Executive Committee met and recommended the following individuals to serve as the KRCC Chair and Vice Chair in 2023.



2023 KRCC Chair
Mayor Greg Wheeler, City of Bremerton



2022 KRCC Vice Chair
Mayor Joe Deets, City of Bainbridge Island



Kitsap Regional Coordinating Council

2022 KRCC Legislative Reception Happy Hour

v.10-20-22

Below is an overview of the proposed 2022 KRCC Legislative Reception.

Date, Time, Location

- Date: Wednesday, November 30, 2022
- Time: 4:00-6:00 PM
- Confirmed location: The Point Casino & Hotel, 7989 NE Salish Ln, Kingston, WA 98346
- RSVP: fill out this [RSVP form](#) by Oct. 28

Format

The in-person legislative reception will be a “happy hour” and include time for socializing as well as a panel of legislators who currently represent the Kitsap Peninsula. KRCC members and other local elected officials will have an opportunity to ask legislators questions relevant to KRCC’s work in transportation and land use planning. There will not be a legislative orientation this year.

Theme

KRCC was founded in 1992. As such, the theme will be “Celebrating 30 Years of Regional Cooperation.”

Food and Refreshments

The legislative reception will include hors d'oeuvres, cash bar, and non-alcoholic beverages.

Reception Fee

Attendees will pay a \$30 reception fee to cover the cost of food and drinks. KRCC staff can send an invoice in advance. Checks will be collected on site and attendees can receive a receipt.

Hybrid Meeting Options

Due to technological limitations, this legislative reception will be entirely in person (no virtual option).

Invitation List

- KRCC Board members – with a request to forward to full councils/commissions
- KRCC Committees (LUTAC, TransTAC, PlanPOL, and TransPOL)
- Legislators from the 23rd, 26th, and 35th districts
- Chairs of the Transportation Committees in the House and Senate
- US Congress Member Kilmer
- US Senators Murray and Cantwell
- Governor’s office liaison
- AWC and WSAC
- Lobbyists

Note: “+1s” for spouses/partners are not invited.

Legislator RSVPs to Date (10/20/22)

- Senator Rolfes (confirmed)
- Senator Randall (confirmed)
- Rep. MacEwen (confirmed)
- Rep. Caldier (tentative)
- Katy Crabree on behalf of Congressman Kilmer (confirmed)

Awaiting responses

- Rep. Simmons
- Rep. Hansen
- Rep. Young
- Rep. Griffey
- Sen. Murray (or district liaison)
- Sen. Cantwell (or district liaison)

Agenda

- 4:00 PM – Reception officially begins; informal networking
- 4:15 PM – KRCC Chair Gelder opens the reception and provides an overview of KRCC
- 4:20 PM - WSAC and AWC present legislative agendas for 2023
 - Paul Jewell, WSAC
 - Candice Bock, AWC
- 4:40 PM – Panel discussion and Q&A with Kitsap’s delegation
- 5:40 PM – Informal networking
- 6:00 PM – End of reception

Panel Discussion Questions

Under development. KRCC Chair Gelder will provide a verbal update at the Nov. 1, 2022 KRCC Board meeting.

Kitsap Regional Coordinating Council Revenue and Expense Report for Work Completed in 2022

CASH BASIS

Draft v. 10-13-22

Invoice Number	2022-1	2022-2	2022-3	2022-4	2022-5	2022-6	2022-7	2022-8	2022-9	2022-10	2022-11	2022-12				
Work conducted in:	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	YTD	Budget	% Budget Year	% Budget Spent
Revenue																
Member Dues	\$ 2,525.00	\$ -	\$ 240,797.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243,322	\$ 243,000	N/A	100.13%
Events/Receptions													\$ -	N/A	N/A	N/A
Application Fees													\$ -	N/A	N/A	N/A
Other													\$ -	N/A	N/A	N/A
Carry Forward*	\$ 46,119.58												\$ 46,120	N/A	N/A	N/A
Total Revenue	\$ 48,644.58	\$ -	\$ 240,797.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 289,441.58			
Operating Expenses																
Triangle Invoice Total	\$ 33,122.50	\$ 28,452.45	\$ 19,557.37	\$18,073.27	\$21,229.36	\$12,044.03	\$6,118.48	\$5,968.00	\$11,172.57				\$ 155,738.03	\$ 250,000	75%	62.30%
Triangle labor/expenses	\$ 27,973.88	\$ 20,267.90	\$ 18,309.90	\$ 13,786.65	\$ 18,514.90	\$ 10,903.98	\$ 6,118.48	\$ 5,668.00	\$ 11,172.57	\$ -	\$ -	\$ -	\$ 132,716.26	\$ 217,000	75%	61.16%
Subcontractor Expenses	\$ 1,825.62	\$ 8,184.55	\$ 1,247.47	\$ 4,286.62	\$ 2,714.46	\$ 1,140.05	\$ -	\$ -	\$ -				\$ 19,398.77	\$ 33,000	75%	58.78%
Auditor's Office													\$ -	\$ 5,000	75%	0.00%
Legal Services													\$ -	\$ 3,000	75%	0.00%
RMSA Insurance**	\$ 3,323.00							\$ 300					\$ 3,623.00	\$ 3,323	75%	109.03%
Room Rentals	\$ -	\$ -	\$ -										\$ -	\$ 1,500	75%	0.00%
Reserves													\$ -	\$ 1,000	75%	0.00%
Miscellaneous													\$ -	\$ 1,004	75%	0%
Total Op. Expenses	\$ 33,122.50	\$ 28,452.45	\$ 19,557.37	\$ 18,073.27	\$ 21,229.36	\$ 12,044.03	\$ 6,118.48	\$ 5,968.00	\$ 11,172.57	\$ -	\$ -	\$ -	\$ 155,738.03	\$ 264,827	75%	58.81%
Net Income													\$ 133,703.55			
Total Reserves	\$24,000															

*2021 Carryforward amount shown has been updated. The 2021 annual audit completed in May 2022 corrected recording errors about which expenses were included in Triangle invoices and which were paid separately by the County.

**RMSA insurance and AWC dues were paid via Triangle Invoice this year.

Kitsap Regional Coordinating Council Revenue and Expense Report for Work Completed in 2021*

CASH BASIS

Draft v. 5-26-22

Invoice Number	21-1	21-2	21-3	4	5	6	7	8	9	10	11	12				
Work conducted in:	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	YTD	Budget	% Budget Year	% Budget
Revenue																
Member Dues	\$ -	\$ 123,032.00	\$ 116,341.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 239,373	N/A	N/A	N/A
Events/Receptions													\$ -	N/A	N/A	N/A
Application Fees													\$ -	N/A	N/A	N/A
Other													\$ -	N/A	N/A	N/A
Carry Forward	\$ 52,642.83												\$ 52,643	N/A	N/A	N/A
Total Revenue	\$ 52,642.83	\$ 123,032.00	\$ 116,341.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,015.83			
Operating Expenses																
Triangle Invoice Total	\$ 22,362.88	\$ 25,409.06	\$ 18,335.45	\$ 27,424.39	\$ 23,396.40	\$ 13,429.40	\$ 10,927.90	\$ 15,205.05	\$ 15,016.02	\$ 16,145.12	\$ 29,532.34	\$ 23,253.79	\$ 240,437.80			
Triangle labor/expenses	\$ 15,764.50	\$ 16,312.00	\$ 18,335.45	\$ 18,459.97	\$ 14,611.07	\$ 8,824.61	\$ 9,224.88	\$ 10,944.17	\$ 11,876.52	\$ 16,145.12	\$ 24,198.64	\$ 17,121.42	\$ 181,818.35	\$ 192,418	100%	94.49%
Subcontractor Expenses	\$ 6,598.38	\$ 9,097.06	\$ -	\$ 8,964.42	\$ 8,785.33	\$ 4,604.79	\$ 1,703.02	\$ 4,260.88	\$ 3,139.50	\$ -	\$ 5,333.70	\$ 6,132.37	\$ 58,619.45	\$ 57,523	100%	101.91%
Legal Services			\$ 356.20			\$ 1,649.70							\$ 2,005.90	\$ 2,500	100%	80.24%
RMSA Insurance	\$ 3,450.00												\$ 3,450.00	\$ 3,000	100%	115.00%
Room Rentals													\$ -	\$ 1,600	100%	0.00%
Reserves													\$ -	\$ 5,000	100%	0.00%
Miscellaneous						\$ 2.55							\$ 2.55	\$ 23	100%	11%
Total Op. Expenses	\$ 25,812.88	\$ 25,409.06	\$ 18,691.65	\$ 27,424.39	\$ 23,396.40	\$ 15,081.65	\$ 10,927.90	\$ 15,205.05	\$ 15,016.02	\$ 16,145.12	\$ 29,532.34	\$ 23,253.79	\$ 245,896.25	\$ 262,064	100%	93.83%
Net Income													\$ 46,119.58			
Total Reserves	\$24,000															

*2021 expense sheet included in packet to provide a full-year view of expenses to support 2023 budget discussion