

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. 9/29/2022

| Date: | October 4, | 2022 |
|-------|------------|---------|
| Time: | 1:15 PM - | 3:15 PM |

Place: This meeting will be held primarily In-person at the Norm Dicks Government Center (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 6/7/2022 Board Meeting Summary | Page 3 |
|----|---|--------|
| В. | ACTION: Approve the 6/28/2022 Board Meeting Summary | Page 9 |
| C. | Review the May Executive Committee meeting summary (Reference Packet page #3) | |
| D. | Review the June Executive Committee meeting summary (Reference Packet page #6 |) |

4. Full Discussion/Action Items

| A. | ACTION: Review the memo and vote on minor update to Countywide Planning | Page 12 |
|----|---|---------|
| | Policies' Growth Targets Appendix | Page 13 |
| B. | Review the draft 2023 KRCC Work Plan | Page 15 |
| C. | Review the draft 2023 KRCC budget | Page 30 |
| D. | Review the draft 2023 KRCC dues | Page 31 |
| E. | Review the KRCC Contract with Triangle Associates | Page 32 |
| F. | Discuss approach to the 2022 Legislative Reception | Page 43 |

5. KRCC Committee Reports

- A. Land Use Items
 - No land use updates at this time
- B. Transportation Items
 - No transportation updates at this time

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.

6. PSRC Board and Committee Reports

- A. PSRC Committees and Boards Report (Reference Packet page #9) and other updates*
 - Updates from the PSRC Executive Board
 - 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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DRAFT KRCC Board Meeting Summary

v. 9-8-2022

Date: June 7, 2022

Decisions

Time: 10:15 AM - 12:15 PM

Remote meeting via Zoom with option for in person public viewing at Norm Dicks Government Center

| The KRCC Board approved: May 3, 2022 KRCC Board Meeting Summary The Countywide Transportation Projects and Contingency List | | |
|---|-------------------|----------|
| Actions | Who? | Status |
| Share details with KRCC staff about Val Quill's safe driver of the year award to support congratulatory letter | Director Clausen | Complete |
| Draft and send congratulatory note to Val Quill | Chair, KRCC staff | Complete |

1. Welcome and Introductions

Kitsap Regional Coordinating Council (KRCC) Chair/Kitsap County Commissioner Rob Gelder welcomed the KRCC Executive Board to the virtual meeting and introduced members of the KRCC Board and staff.

2. Chair's Comments

This meeting included an option for members of the public to view the livestream of this remote meeting in person in the Chambers at the Norm Dicks Government Center. Members of the public could also view the meeting online via Zoom. The recording made by BKAT television is available on the KRCC website and via BKAT television.

3. Consent Agenda

Approve the May 3 Board meeting summary

Commissioner Strakeljahn moved to approve the May 3 Board meeting summary. Commissioner Garrido seconded. The Summary was approved as drafted without objection.

• Review the 4/17/2022 Executive Committee meeting summary

The Chair referred members to the Executive Committee meeting summary included in the meeting's reference packet.

4. Full Discussion/Action Items

Review KRCC plan regarding shift to hybrid public meetings

Through June 2022, any KRCC meetings that are not public meetings will remain virtual-only via Zoom (Executive Committee, TransTAC, LUTAC). KRCC public meetings in June will be virtual with inperson viewing option for the webinar at the Norm Dicks Government Center. This includes the abbreviated Board meeting on June 28 to vote on Appending the Growth Targets to the Countywide Planning Policies (CPPs).

After June 2022, any KRCC meetings that are not public meetings will remain virtual-only via Zoom. (Executive Committee, TransTAC, LUTAC). Subject to revision based on emerging public health circumstances, KRCC public meetings will become hybrid (Executive Board, PlanPOL, TransPOL) with an in-person component at the Norm Dicks Government Center and a simultaneous virtual option offered via Zoom webinar. Members will be encouraged to attend in person but may attend virtually if needed. Public attendees will be able to attend virtually or in person according to individual preferences.

KRCC has no public meetings scheduled in July or August, so the first hybrid meetings with members attending in person would occur in September, beginning with the KRCC Board meeting on September 6. Kitsap Public Health District will recommend Covid prevention protocols for meetings of Kitsap Boards with in-person components at the Norm Dicks Government Center.

Approve the recommended Countywide Transportation Projects and Contingency List

On May 31, TransTAC had a very collaborative session to sort and prioritize the transportation projects and contingency list. In their June 2 meeting, TransPOL recommended approval by the KRCC Board of TransTAC's recommendations as drafted to be sent on to Puget Sound Regional Council (PSRC) for funding. Board members expressed appreciation for the quality of presentations and the collaboration that led to the proposed list. Kitsap County was also awarded \$4.6 million through the Regional Transportation Competition.

Commissioner Clausen moved to approve the list of projects and contingency list for the Countywide Transportation Competition. Commissioner Garrido seconded. The motion passed unanimously.

• Review the Draft Population and Employment Growth Targets Amendment

Land use consultant, Clay White of LDC, Inc., presented an overview of the key requirements for growth target setting and how they fit into the comprehensive planning process. Clay White also described and commended the collaborative process LUTAC has been engaged in since 2021 to develop these proposed growth targets. Links to slides and the video of the presentation are available on the KRCC website.

Discussion included the following:

 Having separate growth targets for an Urban Growth Area (UGA) and its adjacent City does not reflect the way growth and the impact of growth actually happens, nor does it reflect annexations or other boundary changes that may occur over the life of the 20-year planning

- horizon of these growth targets. City and UGA areas are considered separately because they are under separate jurisdictions with separate governing bodies and different local zoning rules. Future Interlocal Agreements (ILAs) could clarify some of this.
- In the May PlanPOL meeting, PSRC staff shared that PSRC's recently refined regional employment projections result in modest decrease of estimated employment growth for Kitsap County and KRCC jurisdictions. Incorporating these new numbers into KRCC jurisdictions' employment targets is optional.

LUTAC and PlanPOL recommend that the population and employment growth targets be approved as drafted. At the brief June 28 Board meeting, the Board will vote on whether to approve these updated growth targets to replace Appendix B of the CPPs.

5. KRCC Committee Reports

A. Land Use

Land use topics were discussed in the Full Discussion/Action section of the agenda.

B. Transportation

Thank you letter to WA legislators who voted in favor of the Move Ahead WA package

Last week, KRCC Chair Gelder signed and sent on the Board's behalf the letters of thanks to each of Kitsap's state legislators who voted in favor of the Move Ahead Washington transportation funding package. Letters were sent to Senators Randall, Rolfes, and Sheldon and Representatives Hansen and Simmons. Senator Rolfes responded with thanks.

6. PSRC Board and Committee Reports

Updates from the PSRC Executive Board

The PSRC General Assembly passed the budget for 2023 and the regional transportation plan, which has been in development for two years.

Updates from the Growth Management Policy Board

No updates.

Updates from the Transportation Policy Board

As mentioned above, the Transportation Policy Board (TPB) offered the new transportation plan to the General Assembly for approval, and it was passed. TPB also discussed an ongoing concern with the earned share distribution for federal transportation administration transit funding. The TPB plans to address this topic in upcoming months and work to reach a resolution.

• Updates from the Economic Development District Board

On June 17, there will be a tour of Kitsap for the PSRC Economic Development District (EDD) committee members. The tour will begin in Seattle where Kitsap Transit Director Clausen and Port of Bremerton Commissioner Strakeljahn will meet EDD members in Seattle and accompany them on the ferry crossing ride to Bremerton where they will meet with Kitsap County Commissioner Garrido and Bremerton Mayor Wheeler, tour includes Kitsap Navy Base, Port of Bremerton, a meeting at Suquamish Casino, and a visit to Winslow. An ongoing discussion may lead to Kitsap County connecting with Greater Seattle Partners, which when initially established only included only King, Pierce, and Snohomish Counties. Brian Surratt, the new CEO of Greater Seattle Partners will be attending the Kitsap tour.

7. Corridor Committee Reports

- Highway 166, which runs along Bay Street in Port Orchard, was funded for construction. Mayor
 Putaansuu briefed US Representative Derek Kilmer on the designs and plans last week. Project is
 likely to receive \$1 million in federal funding.
- The Johnson Parkway roundabout on Highway 305 will open in August with a ribbon cutting ceremony. Art installations in the roundabout and on the retaining wall are moving forward. Mayor Erickson presented to the Leafline Trails Coalition about the pedestrian tunnel under the roundabout that functions as a shared-use trail. The tunnel is now officially part of the Sound to Olympics Trail. Two other roundabouts on 305 on Bainbridge Island are also under discussion. Members may need to reconnect with WSDOT after recent changes in WSDOT staffing to get up to date on progress and next steps for those roundabouts.
- Bainbridge City Council approved funding for a plan for the Sound to Olympics Trail (STO) on Bainbridge Island and are looking forward to countywide and cross-county planning for STO and its connections to the Olympic Discovery Trails. Governor Inslee also attended the Leafline Trails map launch meeting in Winslow.

8. KRCC Emergent and Countywide Issues

No updates.

9. Staff Report

• KRCC Income Statement

KRCC staff completed the 2021 annual financial audit for the State Auditor's office in May. During the audit, staff discovered and corrected recording errors in the 2021 Income statement regarding which expenses were included in Triangle invoices and which were paid separately by the County. This led to a slight upward adjustment in the carry forward amount shown in the 2022 Income statement.

10. Public Comment

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

11. KRCC Board Questions, Concerns, and Announcements

- Association of Washington Cities General Assembly will meet in person on June 23 in Vancouver, WA. At that meeting Port Orchard Mayor Rob Putaansuu will likely become AWC president.
- Commissioner Garrido will attend (virtually) the World Urban Forum which will be held June 26-30 in Katowice, Poland and online. This forum has been held bi-annually since about 2001 to discuss impacts on communities and cities related to rapid urbanization, climate change and related policies.
- The National Safety Council recognized Kitsap Transit operator Val Quill as the 2022 Joseph M. Kaplan Safe Driver of the Year for the Pacific Region. Being chosen first among drivers from five states (AK, CA, HI, OR, WA) is a significant honor for Val Quill and for Kitsap Transit. KRCC would like to send congratulations to Val Quill on this achievement.

12. Adjourn

The meeting adjourned at 11:05 AM.

Appendix A – Board Members in Attendance

| Jurisdiction | Board Member | In Attendance? |
|-------------------|--------------------------------|----------------|
| Bainbridge Island | | |
| | Mayor J. Deets | present |
| | Council Member L. Schneider | present |
| Bremerton | | |
| | Mayor G. Wheeler (V. Chair) | present |
| | Council Member D. Frey | |
| | Council Member J. Coughlin | present |
| Kitsap County | | |
| | Commissioner R. Gelder (Chair) | present |
| | Commissioner C. Garrido | present |
| | Commissioner E. Wolfe | present |
| Kitsap Transit | | |
| | Director J. Clauson | present |
| | | |
| Naval Base Kitsap | | |
| | Captain R. Massie | |

| | Allison Satter (alt.) | present |
|-----------------------------|-----------------------------------|---------|
| Port Gamble S'Klallam Tribe | Ambori Gatter (art.) | ргооспе |
| Tort dambie o Manam Tribe | Chairman J. Sullivan | |
| Port of Bremerton | Gramman 3. Gamvan | |
| Tort of Bremerton | Commissioner A. Strakeljahn | present |
| | Commissioner G. Anderson (alt.) | procent |
| | Commissioner C. Bozeman (alt.) | |
| Port of Kingston | Commissioner C. Bozeman (aic.) | |
| I OIL OI MIIGSLOII | Commissioner M. McClure | present |
| | Commissioner S. Heacock (alt.) | present |
| Port Orchard | Commissioner S. Heacock (alt.) | |
| Fortoiciald | Mayor R. Putaansuu | present |
| | Councilmember J. Rosapepe (alt.) | present |
| | | |
| Poulsbo | Councilmember Mark Trenary (alt.) | |
| Fouisbo | Mayor B. Erickson | present |
| | Councilmember E. Stern | present |
| Suquamish Tribe | Councillielliber L. Sterri | present |
| Suquamism mbe | Council Chair L. Forsman | |
| | | |
| 0.11 | Councilmember J. Mills (alt.) | |
| Other | | |
| WSDOT | JoAnn Schueler | |
| WSDOT | Gaius Sanoy (alt.) | |
| WSF | | |
| WA Dept. of Commerce | | |

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 |
| Presenter | |
| LDC, land use consultant | Clay White |

DRAFT KRCC Board Meeting Summary

v. 9-8-2022

Date: **June 28, 2022**

Time: 11:00 am - 11:30 am

Remote meeting via Zoom with option for in person public viewing at Norm Dicks Government Center

Decisions

The KRCC Board approved:

 Population and Employment Growth Targets to be added as Appendix B to the Countywide Planning Policies (CPP)

| Actions | Who? | Status |
|---|------------|----------|
| Provide the updated CPPs to Kitsap County for adoption. | KRCC Staff | Complete |
| Coordinate with Kitsap Boards and Norm Dicks Center to confirm adjustments to fall schedule | KRCC Staff | Complete |
| Update fall meeting schedule and calendar invitations | KRCC Staff | Complete |

1. Welcome and Introductions

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

2. Vice Chair's Comments

The Vice Chair noted that this abbreviated meeting was called to vote on approving the updated Population and Employment Growth Targets as an appendix to the Countywide Planning Policies (CPP). The meeting would include that vote and an opportunity for public comment but would not include any other agenda items typically found in a full meeting of the KRCC Board.

3. Full Discussion/Action Items

• Approve the draft population and employment growth targets as an appendix to the CPPs

Staff explained the process for approving an appendix to the Countywide Planning Policies (CPPs), noting that an appendix may be updated without Cities and Tribes re-ratifying the main document. KRCC staff reviewed the content of the draft growth target appendix clarifying these numbers are initial targets that jurisdictions can revise as part of their planning.

Land use consultant Clay White summarized the collaborative process that KRCC's Land Use Technical Advisory Committee (LUTAC) has engaged in to draft the growth targets to meet regional and state requirements and set KRCC jurisdictions up with the information they need to begin their comprehensive plan updates. Board members expressed their appreciation for the collaborative process that led to developing these growth targets.

Mayor Putaansuu moved to approve the draft updated population and employment growth targets as an appendix to the CPPs. Council Member Stern seconded the motion. The motion carried unanimously.

Updates to the fall KRCC Calendar

Staff informed the Board of plans to follow the Executive Committee's recommendation to cancel the August 18 Executive Committee meeting and move the September 6 KRCC Board meeting to October 4. Board members were informed to watch for calendar updates once the meeting timing is confirmed.

4. Public Comment

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

5. KRCC Board Questions, Concerns, and Announcements

• Economic Development Regional Tour

Commissioner Strakeljahn thanked everyone who supported the Economic Development Regional Tour in June. The tour was well received by attendees. Council Member Stern noted that Brian Surratt, the new president and CEO of Greater Seattle Partners, attended the tour. Greater Seattle Partners is the major economic development effort for the Central Puget Sound region and was initially formed of members from the other three counties of PSRC but excluded Kitsap. Conversations with KRCC Board members on the tour with him included exploring the idea of including Kitsap members in Greater Seattle Partners.

6. Adjourn

The meeting adjourned at 11:15 AM.

Appendix A – Board Members in Attendance

| Jurisdiction | Board Member | In Attendance? |
|-------------------|--------------------------------|----------------|
| Bainbridge Island | | |
| | Mayor J. Deets | present |
| | Council Member L. Schneider | present |
| Bremerton | | |
| | Mayor G. Wheeler (V. Chair) | present |
| | Council Member D. Frey | |
| | Council Member J. Coughlin | present |
| Kitsap County | | |
| | Commissioner R. Gelder (Chair) | |
| | Commissioner C. Garrido | |
| | Commissioner E. Wolfe | present |

| Kitsap Transit | | |
|-----------------------------|------------------------------------|---------|
| | Director J. Clauson | present |
| | | |
| Naval Base Kitsap | | |
| | Captain R. Massie | |
| | Allison Satter (alt.) | |
| 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 |
| Suquamish Tribe | | |
| | Council Chair L. Forsman | |
| | Council Member J. Mills (alt.) | |
| Other | | |
| | | |

Appendix B – Non-Board-Member Participants

| Affiliation | Name |
|---------------------------------|--------------------|
| KRCC Facilitation Team | |
| KRCC Program Lead | Sophie Glass |
| KRCC Administrative Coordinator | Cheryl Klotz |
| KRCC Land Use Program Lead | Pauline Mogilevsky |
| Presenter | |
| LDC, land use consultant | Clay White |



Memo to the Kitsap Regional Coordinating Council (KRCC) Board

Correction to Countywide Planning Policy Appendix B Draft v. 9/4/22

<u>Background:</u> In 2021 and early 2022, KRCC developed population and employment growth targets through 2044, which are listed in Appendix B of the <u>Kitsap Countywide Planning Policies (CPPs)</u>. The KRCC Board voted to approve these growth targets in June 2022.

In summer 2022, an error was discovered in the population growth targets; the Bainbridge Island 2020 Census number was incorrectly written as 24,852 rather than 24,825. This resulted in the 2044 Bainbridge Island population forecast being 27 persons higher than intended.

Request for KRCC Board: At the October 4, 2022 Board meeting, please review and vote on the corrected growth targets (CPP Appendix B).

Next Steps: After KRCC Board approval, Kitsap County will have the opportunity to adopt the updated CPPs by ordinance.

Each jurisdiction will use the growth targets as part of their Comprehensive Plan updates and will consult KRCC if any future changes to the growth targets are needed.

DRAFT Appendix B-1: Population Distribution Through 2044

| Jurisdiction | 2020 Population (US Census) | 2020-2044 Population Growth | 2044 Population Target |
|----------------------|--------------------------------|-----------------------------------|-----------------------------|
| | Metropolitan | Cities | |
| Bremerton | 43,505 | 20,252 | 63,757 |
| Bremerton UGA | 10,105 | 2,762 | 12,867 |
| | Core Cit | ty | |
| Silverdale | 19,675 | 9,896 | 29,571 |
| | High-Capacity Transi | t Communities | |
| Bainbridge Island | 24,852 24,825 | 4,524 | 29,376 29,349 |
| Kingston | 2,435 | 3,200 | 5,635 |
| Port Orchard | 15,587 | 10,500 | 26,087 |
| Port Orchard UGA | 15,370 | 3,552 | 18,922 |
| Poulsbo | 11,975 | 4,581 | 16,556 |
| Poulsbo UGA | 528 | 1,065 | 1,593 |
| Urban Unincorporated | | | |
| Central Kitsap UGA | 24,741 | 5,000 | 29,741 |
| Rural Areas | | | |
| Rural | 106,865 | 5,415 | 112,280 |

Source: 2020 Census Redistricting File, PSRC 2018 Regional Forecast, VISION 2050 regional growth strategy adopted per General Assembly action 10-30-2020

During a Comprehensive Plan review process, a city and its associated UGA may transfer population and employment between the two jurisdictions with approval by elected bodies from both jurisdictions, while not exceeding the overall targets. KRCC shall update the CPPs via an amendment after these changes are complete. See UGA-5 i for more details and information.

Appendix B-2: Employment Distribution Through 2044

| Jurisdiction | 2020 Employment (US Census) | 2020-2044 Employment Growth | 2044 Employment Target | | | | | | |
|---------------------|-----------------------------------|-----------------------------------|---------------------------|--|--|--|--|--|--|
| Metropolitan Cities | | | | | | | | | |
| Bremerton | 44,083* | 14,175 | 58,258 | | | | | | |
| Bremerton UGA | 1,401 | 2,434 | 3,835 | | | | | | |
| | Core Cit | У | | | | | | | |
| Silverdale | 13,281 | 11,416 | 24,697 | | | | | | |
| | High-Capacity Transit Communities | | | | | | | | |
| Bainbridge Island | 9,176 | 1,927 | 11,103 | | | | | | |
| Kingston | 1,077 | 1,400 | 2,477 | | | | | | |
| Port Orchard | 8,562 | 5,400 | 13,962 | | | | | | |
| Port Orchard UGA | 2,683 | 1,500 | 4,183 | | | | | | |
| Poulsbo | 7,638 | 3,903 | 11,541 | | | | | | |
| Poulsbo UGA | 78 | 97 | 175 | | | | | | |
| | Urban Unincorporated | | | | | | | | |
| Central Kitsap UGA | 3,985 | 1,470 | 5,455 | | | | | | |
| | Rural Areas | | | | | | | | |
| Rural | 22,896* | 2,301 | 25,197 | | | | | | |

Source: 2020 Census Redistricting File, PSRC Employment Database PSRC 2018 Regional Forecast, VISION 2050 regional growth strategy adopted per General Assembly action 10-30-2020

During a Comprehensive Plan review process, a city and its associated UGA may transfer population and employment between the two jurisdictions with approval by elected bodies from both jurisdictions, while not exceeding the overall targets. KRCC shall update the CPPs via an amendment after these changes are complete. See UGA-5 i for more details and information.

^{*} Represents all employment including jobs covered and not covered under the WA State Unemployment Insurance Program. Represents uniformed military personnel assigned to major regional installations (per VISION 2050).

^{*} Note: In the City of Bremerton, 7,982 of 44,083 jobs in 2020 are held by military personnel. In the Rural Areas, 3,100 of the 22,896 jobs in 2020 are held by military personnel.

Kitsap Regional Coordinating Council

2023 Work Plan, Scope of Work, and Budget Proposal

Draft v. 9/20/2022





2023 KRCC Work Plan and Triangle Associates Scope of Work

Draft v. 9/26/22

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

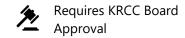


Discussions at Meetings



Letters





ı. 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:

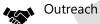


Research/Writing



Discussions at Meetings





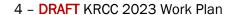


Requires KRCC Board Approval

| | 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) | 7/2 | 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) | 2 | Review and approve new KRCC member(s) by the last KRCC Board meeting of the year. (SeptDec. 2023) |
| 4. | Develop and approve the 2024 annual budget and workplan. (Interlocal Agreement) | 204 | Develop and review the draft 2024 budget and workplan. (July – Dec. 2023) | 2 | 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. (SeptNov. 2023) | | Review the Legislative Reception plan from KRCC staff and provide guidance. (OctNov. 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) | 2 | 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



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 | | |
|--|--|---|---|--|--|
| Sophie Glass, KRCC Program Lead Claire Wendle, KRCC Transportation Program Lead Pauline Mogilevsky, KRCC Land Use Program Lead Cheryl Klotz, KRCC Coordination Lead | 5 KRCC Board meetings, 1 annual retreat 10 Executive Committee meetings | 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 | 2-hours in duration and held virtually. The KRCC Board retreat will be 6 | | |

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 |
|--|--|---|--|
| Sophie Glass, KRCC Program Lead Claire Wendle, KRCC Transportation Program Lead Cheryl Klotz, KRCC Coordination Lead | 1 Legislative Reception 4 Gorst Coalition Meetings 4 Gorst Co-Chair Meetings | Legislative Reception event program (draft and final) Gorst Coalition Co-Chair meeting agendas Gorst Coalition meeting agendas Gorst Coalition meeting summaries (draft and final) | 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 |
|---|----------|-----------------------------|-------------------------------------|
| Claire Wendle, KRCC | N/A | Regular updates to the KRCC | Assumes KRCC staff will be updating |
| Transportation | | website | the existing KRCC website. |
| Program Lead | | | |
| Pauline Mogilevsky, | | | |
| Land Use Program | | | |
| Lead | | | |
| Cheryl Klotz, KRCC | | | |
| Coordination Lead | | | |
| | | | |

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.

| Sta | aff | Meetings | Sı | ub-Task Deliverables | Assumptions |
|-----|--|--|----|---|---|
| • | Claire Wendle, KRCC Transportation Program Lead Pauline Mogilevsky, KRCC Land Use Program Lead Cheryl Klotz, KRCC Coordination Lead | 11 Regional Staff Committee (RSC) meetings 11 Regional Project Evaluation Committee (RPEC) meetings | • | PSRC Updates for Board meetings An up-to-date roster of KRCC representatives on PSRC Boards and Committees | 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 |
|--|---|---|---|
| Sophie GlassClaire WendlePauline MogilevksyCheryl Klotz | Weekly internal staff check-ins Annual meeting with KRCC attorney Annual check-in with Auditor's Office | Monthly invoices, progress reports Annual Audit Report | 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





Requires KRCC Board Approval

| | Action Item | | LUTAC's Role | | PlanPOL's Role | | Board's Role |
|---------------|--|-----|---|----------|---|----------|--|
| | | | KR | CC | | | |
| 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) | <u>≯</u> | 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 | 2 | Update the Countywide Planning Policies with new Centers of Growth |
| | | | Puget Sound Regiona | l Counc | il (PSRC) Involvement | | |
| 3. | Advise on any relevant PSRC planning efforts | | Provide feedback to PSRC as appropriate. | *** | Provide feedback to PSRC as appropriate | 202 | Provide feedback to PSRC as appropriate. |
| | | | KRCC (| Operatio | ons | | |
| 4. | Ensure messaging consistency between policy and technical committees. | ** | KRCC staff will serve as the liaison. | 202 | PlanPOL meetings have LUTAC updates as standing agenda items. | | Board meetings have PlanPOL and LUTAC updates as standing items. |

| | Action Item LUTAC's Role | | | PlanPOL's Role | Board's Role | | |
|----|--|--|--|----------------|---|---|---|
| | | | | Other | | | |
| 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

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 <u>Land Use Program Lead</u> 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 | | |
|--|--------------------|--|---|--|--|
| Sophie Glass, KRCC Program Director Pauline Mogilevsky, KRCC Land Use Program Lead | 4 PlanPOL meetings | 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 | Meetings will be 1.5-hours in duration Meetings will be held virtually or inperson | | |

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 | | |
|----------------------------------|----------|---|--------------------------------------|--|--|
| Sophie Glass | 5 LUTAC | Meeting agendas (draft and final) | Meetings will be 2-hours in duration | | |
| Pauline | meetings | Meeting memo of action items and key discussion | and will be held virtually or in- | | |
| Mogilevsky | | items | person. | | |
| | | Recommendations to PlanPOL developed by LUTAC | | | |

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:



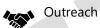
Research/Writing



Discussions at Meetings



Letters





Requires KRCC Board Approval

| | Action Item | | TransTAC's Role | | TransPOL's Role | | Board's Role |
|----|---|----------|---|----------|--|----------|---|
| | | | Transportation | Coordi | 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 | 4 | Share information and resources regarding each jurisdictions' updates to their Comprehensive Plans and Building Codes (e.g. transit station areas). | 4 | If needed, share updates about Comprehensive Plan updates and Building Code updates. | | N/A |
| | | | PSRC (| Coordin | ation | | |
| 3. | Participate in PSRC's process for rebalancing the Regional TIP. | | 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 | <u>*</u> | 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 | | Discuss projects submitted | | Review projects submitted | 4 | Review projects submitted |
| | Centers and Corridor | | to the RTCC. | | to the RTCC. | /_ | to the RTCC (vote if more |
| | Competition (RTCC) | | | | | | projects submitted than |
| | | | | | | | slots) |
| | | | KRCC Coll | aborati | on | | |
| 6. | Ensure messaging | | KRCC staff will serve as the | | TransPOL meetings have | | KRCC Board meetings have |
| | consistency between policy | | neutral liaison to provide | | TransTAC updates as a | | TransPOL and TransTAC |
| | and technical committees. | | updates and information | | standing agenda item. | | updates as standing |
| | | | to policy representatives. | | | | agenda items. |

<u>Transportation Deliverables</u>

- 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 |
|--|------------------------|--|--|
| Sophie Glass, KRCC Program Director Claire Wendle, KRCC Transportation Program Lead | 3 TransPOL meetings | 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 | Meetings will be 1.5-hours in duration Meetings will be held virtually or in-person |

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 |
|--|---------------------|---|--|
| Sophie GlassClaire Wendle | 4 TransTAC meetings | 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 | Meetings will be 2-hours in duration Meetings will be held virtually or in-person |

IV. Staff Organizational Chart

KRCC BOARD

EXECUTIVE

COMMITTEE

Sophie Glass, Program Director





Cheryl Klotz, Coordination Lead

TRANSPORTATION POLICY

COMMITTEE

LAND USE PLANNING POLICY
COMMITTEE

TRANSPORTATION TECHNICAL ADVISORY COMMITTEE



Claire Wendle, Transportation Program Lead LAND USE TECHNICAL ADVISORY COMMITTEE

Pauline Mogilevsky, Land Use Program Lead



V. 2023 Calendar of Expected Meetings

| | | January | February | March | April | May | June | July | August | September | October | November | December |
|---|--|-------------------------------------|--|--------------------------------------|---|--|---|------|--------|--|-------------------------------------|---|---|
| | Board* 1st 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 3rd 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 | June 15 Executive Committee Meeting (cancel if no need) | | | Sept. 21 Executive Committee Meeting | Oct. 19 Executive Committee Meeting | Nov. 16 Executive Committee Meeting | Dec. 21 Executive Committee Meeting (cancel if no need) |
| | TransPOL* 3rd Thurs. 3:00-4:30PM NDGC | | | March 16 TransPOL Meeting | | | June 15 TransPOL Meeting | | | | Oct. 19 TransPOL Meeting | | |
| • | TransTAC 2nd 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) | |
| | PlanPOL* 3rd 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 BLIDGET with TRIANGLE ASSOC DETAIL

| KNCC BODGLI WILLI TRIANGLE ASSOC. DETAIL |
|--|
| January 1, 2023 - December 31, 2023 |
| Draft 9-21-22 |
| |

| | Sophie Glass | Claire Wendle | Cheryl Klotz | Pauline Mogilev | sk Admin | Expenses | Total | Task Total | 2022 Budget | Expense Info | Assumptions |
|---|-----------------|------------------|-----------------|--------------------|-------------|--------------|---------------------|---------------------------|-------------------------------|---|--|
| KRCC Administrative Program | Glass | wenale | KIOTZ | У | Admin | Expenses | rotai | rask rotai | 2022 Buaget | Expense Into | Assumptions |
| | | | | | | | | \$67,762.50 | \$58,662 | | No. 1 1 |
| ask I.A Executive Board + Committee | 40 | | 400 | | _ | 40 | 447 700 | \$67,762.50 | \$58,002 | | Virtual only |
| Prep and summaries. for Exec. Committee (10) Exec. Comm. facilitation (10) | 40 25 | 0 | 100 25 | 0 | 0 | \$0 \$100 | \$17,700 \$6,850 | | | Zoom use fee = \$10/meeting | Agenda, materials, annotated agenda, distribute materials |
| | 10 | - | 40 | 0 | 0 | | | | | zoom use ree = \$10/meeting | |
| Preparation for Exec. Board (5) | | 0 | | | | \$0 | \$6,150 | | | CO 25 face district for 4 annular (C20 animalian/in annular annular | 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 | \$3,463 | | | | 2 hr mtgs, 1 hour prep/pack, 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 |
| ask 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 |
| ask I.C Website | | | | | | | | \$4,495.00 | \$2,295 | | |
| Website management | 4 | 4 | 20 | 4 | 4 | \$295 | \$4,495 | | | InMotion Hosting + Square Space (\$295) | |
| ask 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 |
| ask 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 |
| . KRCC Land Use Program | | | | | | | | | | | |
| ask 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) + | |
| Meeting summaries and follow-up (4) | 6 | 0 | 0 | 16 | 0 | \$0 | \$2,770 | | | | * |
| ask II.B LUTAC | - | _ | _ | | | | 12,1.10 | \$14,091.00 | \$18,536 | | |
| Preparation (5) | 15 | 0 | 0 | 37 | 5 | \$0 | \$7,030 | \$14,031.00 | 720,000 | | 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 | | | Travel to 2, in person meetings via terry 1, 920 coom tees 1,920 printing | 2 iii iiiccciiig3 |
| I. KRCC Transportation Program | U | U | U | 10 | 20 | JU | J2,330 | | | | |
| ask III.A TransPOL | | | | | | | | \$9,251.00 | \$17,476 | | |
| Preparation (3) | 12 | 23 | 0 | 0 | 0 | \$0 | \$4,505 | ₹5,231.00 | J17,470 | | agenda, materials, annotated agenda, distribute materials |
| Preparation (3) Meeting facilitation (3) | 9 | 9 | 0 | 0 | 0 | \$0 \$239 | | | | Travel to 1 in person meeting a Zeem webinar use for (AZE /ti) | |
| * | | - | 0 | | | | \$2,669 | | | Travel to 1, in person meeting + Zoom webinar use fee (\$75/meeting) + | 1.5III IIIeetings |
| Meeting summaries and follow-up (3) | 5 | 12 | U | 0 | 0 | \$0 | \$2,078 | 644 C20 F0 | C15 00C | | |
| ask III.B TransTAC | 40 | | | | | 40 | AE 570 | \$11,628.50 | \$15,996 | | |
| Preparation (4) | 12 | 30 | 0 | 0 | 4 | \$0 | \$5,670 | | | - 1. 6 | 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 | 341 | 313 | 420 | 266 | 116 | \$3,321 | \$181,378.50 | \$181,378.50 chk total | \$246,983.80 | | |
| | | | | | | | | | | | |
| | | | | | | | | | Staff | Rates | |
| | | | | | | | | | Sophie Glass | \$155.00 | |
| | | | | | | | | | Claire Wendle Chervl Klotz | \$115.00 \$115.00 | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | Pauline Mogilevsk | | |

| Staff | Rates |
|--------------------|----------|
| Sophie Glass | \$155.00 |
| Claire Wendle | \$115.00 |
| Cheryl Klotz | \$115.00 |
| Pauline Mogilevsky | \$115.00 |
| Admin | \$90.00 |

Audititor's Office Fees: In case of unexpected accountability audit Legal services: Approximate annual cost RMSA insurance: Amount for 2022 $\textbf{Room rentals:} \ \text{Cost for meeting, retreat, and legislative reception room rentals}$

\$5,000.00 \$3,000.00 \$3,623.00 Auditor's Office Fees Legal Services RMSA Insurance Room Rentals \$2,500.00 Reserves \$1,000.00 Miscellaneous \$498.50 Subtotal \$15,621.50 Triangle Associates
KRCC TOTAL: \$197,000.00

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: Triangle Budget Change from 2022 to 2023:

DRAFT Kitsap Regional Coordinating Council Member Dues for 2023

v. 9-18-22

| | | | DUES FORMULA | | | | | 2023 [| OUES PROPOSAL | | |
|------------------------------|---|-------------------------|--|-------------------------|---|------|---|--|-------------------|---------------|-------------|
| Jurisdiction/ Member | 2022 OFM Population # | 2022 % of Population | 2021 Assessed Valuation (2022 not available as of 9/18/22) | Valuation Percentage | % of Core Program (weighted 50/50) | Paym | e Program ents before I Agent Fee | % of Fiscal Agent Fee (By Jurisdiction and Non-Jurisdiction) | Fiscal Agent Fee* | Net 2023 Dues | % of budget |
| TOTAL | | | \$ 44,867,088,950.00 | | | | | | | | |
| Kitsap County (minus cities) | 182,040 | 64.8% | \$26,483,488,553 | 59% | 61.9% | \$ | 109,778 | , | | \$ 107,808 | 1 |
| Bremerton | 45,220 | 16.1% | \$4,410,485,289 | 10% | 13.0% | \$ | 22,985 | 34% | \$604 | \$ 23,589 | 1 |
| Bainbridge Island | 25,060 | 8.9% | \$9,562,650,200 | 21% | 15.1% | \$ | 26,803 | 40% | \$704 | \$ 27,507 |] |
| Port Orchard | 16,400 5.8% \$2,236,031,476 5% | | | | 5.4% | \$ | 9,594 | 14% | \$252 | \$ 9,846 |] |
| Poulsbo | 12,180 | 4.3% | \$2,174,433,432 | 5% | 4.6% | \$ | 8,140 | 12% | \$214 | \$ 8,354 | <u>]</u> |
| SUB-TOTAL | 280,900 | 100% | \$44,867,088,950 | 100% | 100% | \$ | 177,300 | 100% | \$1,773 | \$ 177,103 | 90% |
| Port of Bremerton | | 2020 | Census population = 116,533 | | 33% | \$ | 6,536 | 33% | \$65 | \$ 6,601 | |
| Kitsap Transit | | | | | 45% | \$ | 8,944 | 45% | \$89 | \$ 9,033 | 1 |
| Suquamish Tribe | h Tribe Non-jurisdictions together = 10% of total dues. | | | | 4% | \$ | 860 | 4% | \$9 | \$ 869 |] |
| PGST Tribe | | | | | 4% | \$ | 860 | 4% | \$9 | \$ 869 |] |
| Port of Kingston** | | 2020 Cens | us population for Kingston = 2836 | | 13% | \$ | 2,500 | 13% | \$25 | \$ 2,525 | |
| SUB-TOTAL | | | | | 100% | \$ | 19,700 | 100% | \$197 | \$ 19,897 | 10% |
| TOTAL DUES SUPPORT | | | | | Total | \$ | 197,000 | | | \$ 197,000 | |

enter budget here

| 2022 DUES FOR REFERENC | E | | | | |
|------------------------|----|---------|----|---------|-------------------|
| Jurisdiction | | 2022 | 4 | 2023 | Percent Change |
| Kitsap County | \$ | 133,900 | \$ | 107,808 | -24% |
| Bremerton | \$ | 27,873 | \$ | 23,589 | -18% |
| Bainbridge Isl. | \$ | 34,900 | \$ | 27,507 | -27% |
| Port Orchard | \$ | 11,612 | \$ | 9,846 | -18% |
| Poulsbo | \$ | 10,171 | \$ | 8,354 | -22% |
| Port of Bremerton | \$ | 8,367 | \$ | 6,601 | -27% |
| Kitsap Transit | \$ | 11,449 | \$ | 9,033 | -27% |
| Suquamish Tribe | \$ | 1,101 | \$ | 869 | -27% |
| PGST Tribe | \$ | 1,101 | \$ | 869 | -27% |
| Port of Kingston | \$ | 2,525 | \$ | 2,525 | 0% |
| TOTAL | \$ | 242,999 | \$ | 197,000 | -23% |

| | | of total | |
|------|-------|-------------|----------------|
| | budg | get Fee for | |
| | Fisca | al Agent = | \$ 1,970.00 |
| | | | |
| 10%= | \$ | 197.00 | \$ 197.00 |
| 90%= | \$ | 1,773.00 | \$ 1,773.00 |

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 811 First Avenue, Suite 255, Seattle WA.

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on January 1, 2021 and terminate on December 31, 2022. 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 811 First Ave., Suite 255 Seattle WA 98104 206-583-0655 bdaniels@triangleassociates.com

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 \$231,000.00 per year. However, KRCC will review the scope and associated budget prior to the 2021 budget cycle.
- 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 Contact, 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.
- 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 6.16.3 (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 | , 2021 | Dated this | day | _, 2021 |
|------------------|------------|---------------|-----------------|----------------|---------|
| Consultant | | | Kitsap Regional | Coordinating (| Council |
| | | | | | |
| Triangle Associa | ates, Inc. | | Edward Wolfe, C | Chair | |
| EXHIBIT A: DI | ESCRIPTION | OF SERVICES A | ND BUDGET | | |
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2022 KRCC Legislative Reception Happy Hour v.9-24-22

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

Proposed location: The Point Casino & Hotel, 7989 NE Salish Ln, Kingston, WA 98346

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
- Non-alcoholic beverages

Reception Fee

Attendees will pay a \$30 reception fee to cover the cost of food and drinks. Checks or cash will be collected on site and attendees can receive a receipt.

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
- US Congressmember Derek Kilmer
- US Senators Murray and Cantwell
- Governor's office liaison
- Gorst Coalition?

Agenda

- 4:00 PM Reception officially begins; informal networking
- 4:15 PM KRCC Chair Gelder opens the reception and provides an overview of KRCC
- 4:30 PM Panel discussion with Kitsap's delegation
- 5:15 PM Q&A moderated by Chair Gelder
- 5:30 PM Informal networking
- 6:00 PM End of reception



Kitsap Regional Coordinating Council Revenue and Expense Report for Work Completed in 2022 **CASH BASIS** Draft v. 9-26-22 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 % Budget % Budget Work conducted in: YTD Spent Jan. Feb. March April May June July Aug. Sept. Oct. Nov. Dec. Budget Revenue 2,525.00 \$ \$ 240,797.00 \$ 243,322 \$ 243,000 N/A 100.13% Member Dues Events/Receptions N/A N/A N/A Application Fees N/A N/A N/A N/A Other 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 33,122.50 \$ 28,452.45 \$ 19,557.37 \$18,073.27 \$21,229.36 \$12.044.03 \$6.118.48 \$5.968.00 \$ 144,565.46 \$ Triangle Invoice Total 250,000 67% 57.83% 27,973.88 20,267.90 18,309.90 13,786.65 10,903.98 6,118.48 \$5,668.00 121,543.69 217,000 67% 56.01% Triangle labor/expenses \$1,247.47 \$4,286.62 1,825.62 \$ 8,184.55 19,398.77 33,000 67% Subcontractor Expenses \$2,714.46 \$1,140.05 | \$ 58.78% Auditor's Office 5,000 67% 0.00% 3,000 67% Legal Services 0.00% RMSA Insurance** 3.323.00 \$ 300 3.623.00 3.323 67% 109.03% Room Rentals 1,500 67% 0.00% \$ Reserves 1,000 67% 0.00% Miscellaneous 1,004 67% 0% 18,073.27 | \$ 21,229.36 | \$ 12,044.03 | \$ 6,118.48 | \$ 5,968.00 | \$ Total Op. Expenses 33.122.50 144.565.46 264,827 67% 54.59%

\$24,000

Net Income

Total Reserves

144,876.12

^{*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.