

KRCC Board Meeting Agenda

v. 8/11/20

September 1, 2020; 10:15am-12:15pm

This in an online meeting due to the COVID-19 pandemic and Governor Inslee's "Stay Home, Stay Healthy" Proclamation. To participate:

- Link to participate in the video conference and view the screen share:
 https://zoom.us/j/938664782.
 If you are joining by video, please add your affiliation after your name.
- To participate by phone only: Dial 720-707-2699 and enter the Meeting ID: 938-664-782#

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

1. Welcome and Introductions

2. Chair's Comments

3.	Consent/Action	Items

A. ACTION: Approve the 6/2/2020 KRCC Board Meeting Summary (vote)	Page 3
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B. Review the 8/18/2020 Executive Committee Meeting Summary (Reference Packet pg 2)

4. Full Discussion/Action Items

A.	Propose 2021 KRCC Chair and Vice-Chair	Page 10
В.	Review Draft 2021 Workplan and Budget	Page 11; 25
C.	Review Proposed 2021-2022 Triangle Associates Contract	Page 26
D.	Review Recommendation for Legislative Reception Memo	Page 37

5. KRCC Committee Reports

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Δ	Land Use Items	Page 38

- i. ACTION: Approve Countywide Planning Policies consultant (vote)
- ii. June 16 PlanPOL Meeting Summary (Reference Packet pg 4)

B. Transportation Items

- i. Update on Gorst Coalition
- ii. August 20 TransPOL Meeting Agenda (Reference Packet pg 9)
- iii. September 10 TransTAC Meeting Agenda (Reference Packet pg 10)

6. PSRC Board and Committee Reports

- A. PSRC Committees and Boards Report (Reference Packet pg 11) and other updates*
 - iv. Updates from the PSRC Executive Board
 - v. Updates from the Growth Management Policy Board
 - vi. Updates from the Transportation Policy Board
 - vii. Updates from the Economic Development District Board

7. Corridor Committee Reports

- A. SR 16 Committee*
- B. SR 305 Committee*
- C. SR 104 Committee*
- D. SR 303 Committee*
- E. SR 307 Committee Formation

8. KRCC Member Round Robin

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

- A. Bainbridge Island
- B. Bremerton
- C. Kitsap County
- D. Kitsap Transit
- E. Naval Base Kitsap
- F. Port of Bremerton
- G. Port Gamble S'Klallam Tribe
- H. Port of Kingston
- I. Port Orchard
- J. Poulsbo
- K. Suquamish Tribe

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



Kitsap Regional Coordinating Council (KRCC) Draft Board Meeting Summary

June 2, 2020 | 10:15 AM – 12:15 PM

Virtual Meeting following Governor Inslee's Stay at Home Order

Version 6-8-20

Decisions

The KRCC Board approved:

- 5/5/2020 KRCC Board Meeting Summary
- Kitsap Countywide Project Funding Awards

Actions	Who?	Status
Upload the 5/5/2020 KRCC Board meeting summary to the KRCC website.	KRCC staff	Complete

1. WELCOME AND INTRODUCTIONS

Chair Wolfe welcomed participants (see attachment A for KRCC Board members in attendance and Attachment B for members of the public in attendance).

2. CHAIR'S COMMENTS

Chair Wolfe shared that he is proud and impressed with the coordination and responsiveness of Kitsap jurisdictions and communities during challenging times. He noted that the Board of County Commissioners will honor the memory of Tex Lewis at their upcoming meeting.

3. CONSENT/ACTION ITEMS

Approval of the 5/5/2020 KRCC Board meeting summary. Councilmember Stern moved to approve the 5/5/20 Board meeting summary. Director Clauson seconded the motion. The motion carried without opposition or abstention.

Review of the 5/19/2020 Executive Committee Meeting Summary.

No comments or questions about the Executive Committee meeting summary were provided.

4. FULL DISCUSSION ITEMS

Update on preliminary planning of Annual Legislative Reception. Every November, KRCC holds a Legislative Reception. The Executive Committee is seeking to move forward with an in-person reception with a creative format as needed to accommodate social distancing measures. Commissioner Strakeljahn noted it was important to have some sort of reception ahead of the next legislative session. Councilmember Stern asked if there was interest in KRCC putting together a list of legislative priorities. Councilmember Ashby responded that because the next Board meeting is not until September, the coordination would need to be done offline and therefore identifying legislative priorities may be more effective by jurisdictions individually.

5. KRCC COMMITTEE REPORTS

Land Use Items:

Draft 6/16/20 PlanPOL Meeting Agenda. At the meeting, PlanPOL will have a big picture policy discussion on an approach to new VISION 2050 policies. KRCC staff are reaching out to brief PlanPOL members ahead of the next meeting.



Review RFP to hire the Countywide Planning Policies (CPP) Consultant. KRCC is seeking a technical planning consultant to support the Kitsap Countywide Planning Policies updates. Financing the cost of the consultant will come from the funds originally intended for the annual Board retreat and other meeting cancellations due to COVID-19, carry forward funds from 2019, and the 2021 KRCC budget. The RFP will be released on June 3 with a contract cap of \$60,000. If Board members have recommendations for where to distribute the RFP, please send them to KRCC staff.

Transportation Items:

Update on development of Gorst Coalition. Commissioner Strakeljahn acknowledged that jurisdictions and agencies have been working to improve the Gorst corridor over the years and that he is in communication with Congressman Kilmer about potentially obtaining federal funds for Gorst improvements. The Port of Bremerton is acting as the convener of a coalition and is planning to send letters of invitation to stakeholders. He reported hat the goal of the coalition is to address the infrastructure issues at Gorst by working with local, state, and federal agencies and legislators.

Update on Kitsap's awards from the Regional Competition for federal transportation funding. Kitsap Transit was awarded \$2.25 million for their Southworth Terminal Redevelopment Project. The two projects submitted by Kitsap County and Port of Bremerton in both the Regional and Countywide competition did not receive an award at the Regional level.

Review Kitsap 2023-2023 Countywide Project Funding Recommendation. The Countywide competition was competitive in that the total request was more than three times the amount of funding available. The six projects that were on the award list were:

- o Kitsap Transit's SR 16 Park & Ride (\$1,700,000 Award)
- o Poulsbo's Noll Corridor North Segment (\$1,070,000 Award)
- Kitsap County's STO Port Gamble Trail (\$1,992,162 Award)
- Kitsap County's Fairgrounds Road Complete Streets (\$2,300,000 Award)
- o Bremerton's 6th Street Preservation Phase 3 (\$1,772,838 Award)
- o Bainbridge Island's Winslow to Eagledale Bicycle Improvements (735,000 Award)

Two of the projects (Kitsap County's STO – Port Gamble Trail and Poulsbo's Noll Corridor) were scaled and split between the award and contingency list. The award list is balanced by year within about \$150,000. The Contingency List is prioritized and ordered by the ranking of evaluations except for the Port of Bremerton's Airport Industrial Way project, which was moved to the top of the Contingency list.

Below is a summary of Board members' discussion:

- Commissioner Gelder acknowledged that the competition and project selection process was a significant level of effort from TransTAC members, which was followed by an involved discussion at TransPOL. He noted that Kitsap County's SR 104 Realignment project scored the best of all projects submitted into the Countywide Competition but that the request of that project was so high even at its most scaled down phase, that it would have compromised the ability of other projects to receive funding. He acknowledged that there is not enough funding available to meet the growing needs of the Kitsap community and that he will continue to advocate for funding for the SR 104 Realignment.
 - Mayor Erickson and Commissioner Strakeljahn recognized the importance of the corridor.



- Commissioner McClure acknowledged the intense desire in Kingston for the congestion issue to be solved and reaffirmed her commitment to continue to seek funding and ways to move forward.
- Councilmember Ashby noted that Kitsap's growth and transportation needs have outpaced the funding Kitsap currently has access to, which is a challenge they will need to work to address.
- Councilmember Ashby requested that staff display a chart of historical awards by jurisdiction in the Countywide Competition from 2009 onwards. Awards through Countywide contingency funding was included in the data.
 - Mayor Erickson noted that the City of Poulsbo previously received a significant award through contingency funding for a project that was "shovel ready," or ready to begin construction immediately.
 - Commissioner Gelder noted that Kitsap County has added many lane miles as a direct result of funding through the Countywide Competition.

Approve of the Kitsap Countywide Project Funding Recommendation. Commissioner McClure moved to approve the Kitsap Countywide Project Funding Recommendation. Mayor Erickson seconded the motion. The motion carried without opposition or abstention.

6. PSRC BOARD AND COMMITTEE REPORTS

Executive Board. Mayor Erickson reported that PSRC Board and Committees are generally quiet with many meeting cancellations. The annual General Assembly will be held virtually this year at 9am on June 25th. Mayor Medina shared that the Bainbridge City Council has appointed Mayor Schneider as an alternate for Kitsap Other Cities on the PSRC Executive Board. Councilmember Daugs moved to approve Mayor Schneider's appointment as an alternative for Kitsap Other Cities on the PSRC Executive Board. Commissioner Garrido seconded the motion. The motion carried without opposition or abstention.

Growth Management Policy Board (GMPB). No recent meetings due to COVID-19.

Transportation Policy Board (TPB). No recent meetings due to COVID-19 but Mayor Erickson reported that the Board will likely begin discussions on developing an "emergency" policy to address funding requests that are brought forward out of the typical process.

Economic Development District Board (EDD). Commissioner Strakeljahn, the incoming Chair for the Board, shared that the date of the next meeting is to be announced. The Board will have access to a webinar that will provide an overview of the CARES act and how regions can submit proposal to access funding.

7. CORRIDOR COMMITTEE REPORTS

SR16. No updates.

SR 305. Mayor Erickson shared that the city selected a bidder for the Johnson Road roundabout and is planning for construction to begin in about 6 weeks.

SR 104. Commissioners Gelder and McClure shared they are planning to convene a stakeholder meeting to continue to address the corridor issues.

SR 303. Councilmember Daugs shared the Committee wrapped up one of the online open houses and has a meeting next Friday. Mayor Wheeler emphasized that the project is

8. KRCC Member Round Robin

Board members provided the following updates related to land use and other topics of interest:

- **Bainbridge Island:** Mayor Schneider shared that the City is resuming its sustainable transportation planning efforts.
- **Bremerton:** Mayor Wheeler shared that the City is continuing to ensure alignment with the Governor's orders and is processing a record amount of land use permits. The Quincy Square project design is expected to be complete this summer while the Marina Square project is also progressing.
- Kitsap County: Commissioner Gelder expressed appreciation for those supporting the County's response to COVID-19 and that the County is expecting a \$10 million loss in revenue for the 2021 budget due to COVID-19. Commissioner Garrido shared that the County's Department of Emergency Management has released a Pathways to Recovery booklet and that the Puget Sound Partnership Ecosystem Recovery Board recently created a Land Use Subcommittee.
- Kitsap Transit: Director Clauson shared that at the completion of the last legislative session, a budget proviso to test camera enforcement of HOV land violators was successfully included. He hopes to have companies conduct testing to for potential implementation of the technology. Kitsap Transit was also successful in receiving funding from the Federal Transit Administration's Low or No Emission Program to purchase 5 battery electric busses. Additionally, Kitsap Transit will be requiring masks on transit services and provide free ones as needed to provide safe transportation for their community. Jurisdictions can purchase reusable branded masks for the agency as well.
- Naval Base Kitsap (NBK): Lynn Wall shared that one funding opportunity through the Office
 of Economic Adjustment will close on June 26 while another one related to supporting
 defense manufacturing communities has just opened. She offered to support jurisdictions in
 assembling proposals that are in line with the funding opportunities. She added that Gorst
 related projects don't meet the criteria for the two current opportunities but that the NBK is
 working with Representative Kilmer's office to potentially include Gorst in future
 infrastructure budgets.
- **Port of Bremerton:** Commissioner Strakeljahn was appreciative of the City of Bremerton's expeditious approval of permits for the Port to move forward with projects. The Port is in the middle of budget reviews to promote fiscal responsibility. The Commissioner also shared that the Bremerton Airport was recently utilized by Boeing 737 planes.
- Port Gamble S'Klallam Tribe: No updates.
- **Port of Kingston:** Commissioner Heacock shared that the Washington Boulevard project was paved which Kitsap Transit will be using for bus service.
- Port Orchard: Mayor Putaansuu shared that there were peaceful demonstrations at Port
 Orchard City Hall and that the City is discussing the best approach to access CARES funding,
 primarily b facilitating small business grants. The City is also processing record high land use
 permits and has a Community Center project underway.
- Poulsbo: Mayor Erickson shared that the City Council will be reviewing COVID-19-related risk
 mitigation plans including expanding business footprints into the street. The City is also
 conducting a housing survey as part of their Comprehensive Plan Update and reevaluating
 the ratio of commercial to residential units in the city. She also shared that a construction
 project on Finn Hill in partnership with Kitsap County is underway, the Poulsbo business
 recovery website is available to support local businesses, and that a Black Lives Matter



protest is scheduled in Poulsbo this evening. She closed with "Pray for peace and work for change."

- Port Gamble S'Klallam Tribe: No updates.
- **Suquamish Tribe:** Chairman Forsman shared that the Tribe is reengaging with WSDOT on the SR 305 project.

9. STAFF REPORT

No updates.

10. PUBLIC COMMENTS

Roger Gay, South Kitsap resident, noted that there is not nearly enough funding to meet the transportation needs and encouraged KRCC to develop a prioritized list of Kitsap roadway projects.

11. KRCC BOARD QUESTIONS, CONCERNS AND ANNOUNCEMENTS

No announcements.

12. EXECUTIVE SESSION: DISCUSS RENEWAL OF TRIANGLE ASSOCIATES CONTRACT

13. ADJOURN

The meeting adjourned at 11:55pm.



ATTACHMENT A - BOARD MEMBERS IN ATTENDANCE

Board Member	Jurisdiction	In Attendance?
Anderson, Gary	Port of Bremerton	
Ashby, Bek	City of Port Orchard	✓
Clauson, John	Kitsap Transit	✓
Daugs, Leslie	City of Bremerton	✓
Erickson, Becky	City of Poulsbo	✓
Forsman, Leonard	Suquamish Tribe	✓
Garrido, Charlotte	Kitsap County	✓
Gelder, Robert	Kitsap County	✓
McClure, Mary	Port of Kingston	✓
Medina, Kol	Bainbridge Island	✓
Mills, Luther "Jay"	Suquamish Tribe	
Placentia, Chris	Port Gamble S'Klallam Tribe	
Putaansuu, Rob	City of Port Orchard	✓
Rhinehart, Richard	Naval Base Kitsap	
Rosapepe, Jay	City of Port Orchard	
Schneider, Leslie	City of Bainbridge Island	✓
Stern, Ed	City of Poulsbo	✓
Strakeljahn, Axel	Port of Bremerton	✓
Sullivan, Jeromy	Port Gamble S'Klallam Tribe	
Wall, Lynn	Naval Base Kitsap	✓
Wheat, Lori	City of Bremerton	✓
Wheeler, Greg	City of Bremerton	✓
Wolfe, Ed	Kitsap County	✓



ATTACHMENT B - NON-MEMBER PARTICIPANTS

Name	Affiliation
Non-Members	
Ned Lever	City of Bremerton
Shane Weber	City of Bremerton
Kat Shaffer	Kitsap County
Andrew Nelson	Kitsap County
Darren Gurnee	Kitsap County
Eric Baker	Kitsap County
David Forte	Kitsap County
Stephanie Lillie	Kitsap Transit
Diane Lenius	City of Poulsbo
Laura Grovnoll	Port of Kingston
Mark Gulbranson	Puget Sound Regional Council
Roger Gay	South Kitsap Taxpayer
Joe Perez	Washington State Department of Transportation (WSDOT)
KRCC Facilitation Team	
Sophie Glass	KRCC Program Director
Mishu Pham-Whipple	KRCC Transportation Program Lead
Kizz Prusia	KRCC Land Use Program Lead



Recommendation for the Kitsap Regional Coordinating Council (KRCC) 2021 Chair and Vice-Chair

On August 18, 2020, the KRCC Executive Committee met and recommended the following individuals to serve as the KRCC Chair and Vice Chair in 2021. The KRCC Board will review this recommendation during their September 1, 2020 meeting.



2021 KRCC Chair Port Orchard City Councilmember Bek Ashby



2021 KRCC Vice Chair Kitsap County Commissioner Rob Gelder

2021 Work Plan, Scope of Work, and Budget Proposal

Draft v. 8-20-20





2021 KRCC Work Plan and Triangle Associates Scope of Work

Draft 8-19-20

Note: Due to COVID-19, this Work Plan assumes virtual meetings for all meetings except Board meetings.

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 2021, including:

- Updating the Kitsap Countywide Planning Policies.
- Preparing for the 2022 Regional and Countywide Federal Highway Administration (FHWA) Surface Transportation Program Funding Competitions (2025-2026 obligation years).
- Participating in the 2021 Rural Town Centers and Corridors transportation competition.
- Discussing transportation funding options outside of the FHWA competitions.
- Remaining current and proactive in relation to the activities managed by the Puget Sound Regional Council; and
- 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 2021 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. 2021 calendar with an overview of expected meetings (page 14)

Legend:

These work plans include the following activities represented by icons:



Research/Writing

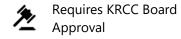


Discussions at Meetings



Letters





I. KRCC Administrative Program 2021 Work Plan Narrative

The proposed tasks for the KRCC Executive Committee and KRCC Board for 2021 are outlined in the table below. KRCC staff will support the KRCC Executive Committee and Board in completing these action items.

	Action Item		Executive Committee's Role		Board's Role
1.	Select members of the 2021 KRCC Executive Committee. (Bylaws)		Review proposed Executive Committee members. (Jan. 2021)		Review (no vote required) the 2021 Executive Committee. (Feb. 2021)
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. 2021)	2	Approve PSRC Board and Committee appointments. (Feb. 2021)
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. 2021)	2	Review and approve new KRCC member(s) by the last KRCC Board meeting of the year. (SeptDec. 2021)
4.	Develop and approve the 2022 annual budget and workplan. (Interlocal Agreement)		Develop and review the draft 2022 budget and workplan. (July – Dec. 2021)	2	Review the draft budget and workplan (Nov. 2021); approve the '22 budget and workplan (Dec. 2021).
5.	Plan and execute a Legislative Reception. (Policies and Procedures Manual)	222	Review the Legislative Reception plan from KRCC staff and provide guidance. (SeptNov. 2021)		Review the Legislative Reception plan from KRCC staff and provide guidance. (OctNov. 2021)
6.	Plan and execute an annual retreat for the KRCC Board and committees.	***	Propose agenda topics for the annual KRCC retreat (spring 2021)		Review and approach the annual KRCC retreat agenda (spring 2021)
7.	Distribute contractor evaluation. (Policies and Procedures Manual)		Develop contractor evaluation form. (Oct. 2021)		Return contractor evaluation form (Nov. 2021) and discuss results in a closed session (Dec. 2021)
8.	Identify vacancies on PSRC Boards and Committees. (Policies and Procedures Manual)		Review the vacancies on PSRC Boards and Committees. (Nov. 2021)	<u>*</u>	Review the vacancies on PSRC Boards and Committees. (Dec. 2021)
8.	Discuss and vote on 2022 Chair and Vice-Chair. (Bylaws)		Review proposed 2022 Chair and Vice Chair. (Nov. 2021)		Vote on proposed 2022 Chair and Vice Chair. (Dec. 2021)

Administrative Deliverables

- Monthly Executive Committee meeting agendas and meeting summaries (draft and final)
- Monthly KRCC Board meeting agendas and meeting summaries (draft and final)
- Monthly KRCC revenue and expense report
- Monthly PowerPoint meeting presentation for Board meetings
- Annual budget and workplan (draft and final)
- Retreat plan, agenda, and materials (draft and final)
- Legislative Reception agenda (draft and final)
- Monthly PSRC summaries
- 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 monthly revenue and expense report for KRCC; and
- i) Issuing public notices for KRCC Board meetings.

Staff	Meetings	Sub-Task Deliverables	Assumptions
 Sophie Glass, KRCC Program Lead Mishu Pham Whipple, KRCC Transportation Program Lead Kizz Prusia, KRCC Land Use Program Lead Vivian Ericson, KRCC Coordination Lead 	6 KRCC Board meetings, 1 annual retreat 11 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 	 Board meetings will be 2-hours in duration at the Norm Dicks Government Center, or they will be held virtually via Zoom. Expenses for Board meetings are inclusive of facility fees. Executive Committee Meetings will be 2-hours in duration virtually via Zoom. 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
 Sophie Glass, KRCC Program Lead Mishu Pham Whipple, KRCC Transportation Program Lead Vivian Ericson, 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
 Mishu Pham Whipple, KRCC Transportation Program Lead Vivian Ericson, KRCC Coordination Lead 	N/A	Regular updates to the KRCC website	Assumes the 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.

KRCC Transportation, and Coordination Committee (RSC) meetings An up-to-date roster of KRCC representatives on PSRC Boards Meetings will be held at PSRC's office or virtually	Staff	Meetings	Sub-Task Deliverables	Assumptions
 Kizz Prusia, KRCC Land Use Coordination Lead Vivian Ericson, KRCC Coordination Lead 	 Mishu Pham Whipple, KRCC Transportation, and Coordination Lead Kizz Prusia, KRCC Land Use Coordination Lead Vivian Ericson, KRCC 	 11 Regional Staff Committee (RSC) meetings 11 Regional Project Evaluation Committee (RPEC) meetings ation Lead ricson, KRCC 	PSRC Updates for Board meetingsAn up-to-date roster of KRCC	Meetings will be 2-hours in durationMeetings will be held at PSRC's

I.E. Overall Support

To support internal and external communication and coordination, Triangle will conduct bi-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 GlassBetsy DanielsMishu Pham WhippleKizz PrusiaVivian Ericson	 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 2021 Work Plan Narrative

The proposed land use program work plan items for 2021 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:

I≡

Research/Writing

Discussions at Meetings



Letters

Outreach

Requires KRCC Board Approval

	Action Item	LUTAC's Role		PlanPOL's Role		Board's Role		
		Countywide Plann	ing Pol	icies (CPPs)				
1.	Keep the Kitsap CPP update schedule updated and integrate the studies underway that are key inputs to that update.	LUTAC will update an 18- month and 8-year land use timeline, which includes information related to CPP updates.	***	PlanPOL will review the timelines and recommend activities to work on in 2021.		The KRCC Board will review land use timelines throughout 2021.		
2.	Complete the updates to the CPPs	LUTAC will work with the CPP consultant to draft updates to each element of the CPPs, as well as any new elements		PlanPOL will discuss the draft updates to the CPPs, offers feedback as needed, and recommends draft documents to the Board.	2	KRCC Board reviews and approves the updated CPPs. (This is different than ratification).		
3.	CPP Public Comment period	 LUTAC will work with the CPP consultant to organize a public comment period and synthesize comments.	202	PlanPOL will discuss public comments and potential changes to the CPPs.	<u>*</u>	KRCC Board will approve any changes to the CPPs based on public comments		
4.	Oversee jurisdiction ratification of CPPs	LUTAC will track jurisdictional ratification of the CPPs.	***	PlanPOL will track jurisdictional ratification of the CPPs.	***	The Board will track jurisdictional ratification of the CPPs.		
		Puget Sound Regional (Council	(PSRC) Involvement				
5.	Support the coordination of the Buildable Lands Report (BLR)	LUTAC will coordinate on the Land Capacity Analysis (LCA) and BLR.		PlanPOL will receive updates about BLR.		The Board will receive updates about BLR.		

	Action Item		LUTAC's Role		PlanPOL's Role		Board's Role				
	KRCC Operations										
6.	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.	202	Board meetings have PlanPOL and LUTAC updates as standing agenda items.				
				Other							
7.	Develop the annual annexation report	=	LUTAC develops a draft annual annexation report.		PlanPOL reviews the draft annual annexation report.	2	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 (Countywide Planning Policies or other) 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. Triangle will also provide a Countywide Planning Policies specialist who will support the update to Kitsap's Countywide Planning Policies.

The Land Use Lead will be responsible for drafting PlanPOL meeting agendas in coordination with PlanPOL and the Executive Committee, gathering and constructing 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 Kizz Prusia, 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

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

To support the KRCC Board's Land Use Technical Advisory Committee (LUTAC)¹, 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 	6 LUTAC	Meeting agendas (draft and final)	Meetings will be 2-hours in duration		
Kizz Prusia	meetings	Meeting memo of action items and key discussion	and will be held virtually		
		items			
		Recommendations to PlanPOL developed by LUTAC			

¹ And support the Planning Directors' Forum as needed if the Board chooses to revise the Countywide Planning Policies.

III. KRCC <u>Transportation</u> Program 2021 Work Plan Narrative

The proposed transportation program work plan items for 2021 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	on Education					
1.	Learn about transportation issues of common interest.		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 2021 meetings.		KRCC Board reviews relevant transportation topics as needed.		
2.	Discuss transportation funding opportunities outside of the FHWA competitions.	:	Support TransPOL's discussions on transportation funding opportunities based on guidance from TransPOL.	***	Hold policy discussion on funding opportunities outside the FHWA competitions.		KRCC Board holds policy discussion on funding opportunities outside the FHWA competitions and takes action as needed.		
			PSRC (Coordin	ation				
3.	Discuss updates to policies and criteria for the Countywide Competition.	ı Į	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 propose an approach for KRCC Board review.	2	Approve the approach to selected topics as part of the Call for Projects in 2022.		

	Action Item		TransTAC's Role		TransPOL's Role		Board's Role
4.	Incorporate VISION 2050 into the Countywide Competition as appropriate.		Provide recommendations to TransPOL on ways to incorporate VISION 2050 into the Countwyide Competition.	***	Hold policy discussion on how to incorporate VISION 2050 into Countywide Competition.	***	Review TransPOL's proposed updates for future approval.
5.	Participate in the Regional Transportation Plan Update.		Provide recommendations to PSRC RPEC members regarding safety, system information and visualization, maintenance and preservation, and project planning and implementaiton.		Hold policy discussion and provide recommendations to PSRC TPB members regarding the Transporation Plan Update.		Hold policy discussion and provide recommendations to PSRC TPB members regarding the Transporation Plan Update.
6.	Participate in the Rural Town Centers and Corridor Competition (RTCC)		Discuss projects submitted to the RTCC.	***	Review projects submitted to the RTCC.	2	Review projects submitted to the RTCC (vote if more projects submitted than slots)
			KRCC Col	aborati	on		
7.	Ensure messaging consistency between policy and technical committees.	***	KRCC staff will serve as the neutral liaison to provide updates and information to policy representatives.	202	TransPOL meetings have TransTAC updates as a standing agenda item.	***	KRCC Board meetings have TransPOL and TransTAC updates as standing agenda items.
8.	Review the Transportation Planning Element of the Countywide Planning Policies (CPPs).		Provide recommendations to TransPOL on ways to update the Transportation Planning Element of the CPPs.		Hold policy discussion on how to update the Transportation Planning Element of the CPPs.	2	Review and approve updates to the Transportation Element of the CPPs.

<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 Mishu Pham- Whipple, KRCC Transportation Program Lead 	4 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

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
Mishu Pham - WhippleVivian Ericson	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

IV. 2021 Calendar of Expected Meetings

(all virtual unless otherwise noted)

		January	February	March	April	May	June	July	August	September	October	November	December
ıtive	Board* 1st Tues. 10:15AM- 12:15PM Norm Dicks Gov. Center		Feb. 2 Board Meeting			May 4 Board Meeting	June 1 Board Meeting			Sept. 7 Board Meeting (in-person)		Nov. 2 Board Meeting (in-person)	Dec. 7 Board Meeting (in-person)
Executive	Executive Committee 3rd Tues. 11:00AM- 1:00PM Kitsap Transit	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		Aug. 17 Executive Committee Meeting	Sept. 21 Executive Committee Meeting	Oct. 19 Executive Committee Meeting	Nov. 16 Executive Committee Meeting	Dec. 21 Executive Committee Meeting
rtation	TransPOL* 3 rd Thurs. 3:00-4:30PM Kitsap Transit		Feb. 18 TransPOL Meeting			May 20 TransPOL Meeting				Sept. 16 TransPOL Meeting		Nov. 18 TransPOL Meeting	
Transportation	TransTAC 2 nd Thurs. 1:30-3:00PM Kitsap Transit			March 11 TransTAC Meeting			June 10 TransTAC Meeting				Oct. 14 TransTAC Meeting		Dec. 9 TransTAC Meeting
Use		Jan. 19 PlanPOL Meeting		March 16 PlanPOL Meeting		May 18 PlanPOL Meeting					Oct. 21 PlanPOL Meeting		
Land		Jan. 14 LUTAC Meeting	Feb. 11 LUTAC Meeting	March 11 LUTAC Meeting	April 8 LUTAC Meeting	May 13 LUTAC Meeting				Sept. 9 LUTAC Meeting			

KRCC BUDGET with TRIANGLE ASSOC. DETAIL **January 1, 2021 - December 31, 2021**Draft 8-19-20

	Betsy		Sophie	Kizz	Vivian								
I. KRCC Administrative Program	Daniels	Mishu I	PW Glass	Prusia	Ericson	Expenses	Total	Task Total	2020 Budget				
Task I.A Executive Board + Committee								\$45,780.40	\$84,868	All Virtual Meetin	ngs Except for Boa	rd Meetings	
Prep and summaries. for Exec. Committee (11)	0	0	22	0	66	\$0	\$8,580						
Exec. Comm. facilitation (11)	0	0	23	0	23	\$20	\$5,080						
Preparation for Exec. Board (6)	0	0	12	0	36	\$0	\$4,680.00						
Board meeting facilitation (6)	0	24	24	24	24	\$158	\$9,998						
Board meeting summaries and follow-up (6) Prep and Planning for Board retreat (1)	0 2	0 5	12 10	0 5	36 25	\$0 \$0	\$4,680 \$4,855						
KRCC Board retreat and summary plus travel (1)	0	0	12	12	16	\$350	\$4,470						
One-on-one meetings with jurisdictions as needed (11)	0	0	11	0	22	\$82	\$3,437						
Task I.B State/Regional Legislative Coordination								\$19,188.20	\$10,026				
Legislative Reception (1)	0	18	13	8	38	\$350	\$7,805						
Gorst Coalition co-chair meeting support (4)	0	38	8	0	0	\$ 0	\$4,690						
Gorst Coalition meeting support (4)	0	59	8	0	0	\$8	\$6,693						
Task I.C Website								\$2,075.00	\$2,095				
Website management	0	8	0	0	12	\$295	\$2,075		. ,				
Task I.D PSRC Support General PSRC coordination	0	12	6	12	12	\$0	\$4,110	\$8,765.00	\$8,938				
Attend Regional Staff Comm. Mtgs (11)	0	0	0	25	0	\$0	\$2,328						
Attend Regional Proj. Eval Comm. Mtgs (11)	0	25	0	0	0	\$ 0	\$2,328						
Task I.E Overall support								\$36,740.00	\$25,770				
Contract management	1	12	12	0	0	\$0	\$2,975						
Administrative and technical support	0	34	12	0	24	\$1,920	\$8,810						
Internal team coordination meetings	12	48	72	48	36	\$0	\$24,480						
RMSA Compact obligations	0	5	0	0	0	\$0	\$475						
II. KRCC Land Use Program Task II.A PlanPOL	_							\$49,680.00	\$36,207				
Preparation and materials (4)	0	0	8	24	0	\$ 0	\$3,360	\$49,680.00	\$30,20 <i>1</i>				
Meeting facilitation (4)	0	0	18	18	0	\$60	\$4,200						
Meeting summaries and follow-up (4)	0	0	8	24	0	\$0	\$3,360						
CPP sub-consultant	0	0	12	12	0	\$36,000	\$38,760						
Task II.B LUTAC Preparation (6)	0	0	18	48	0	\$ 0	\$6,990	\$18,810.00	\$26,637				
	U												
Meeting facilitation (6)	0	0	30	30	0	\$120	\$7,020						
Meeting summaries and follow-up (6)	0	0	6	42	0	\$ 0	\$4,800						
III. KRCC Transportation Program Task III.A TransPOL								\$12,230.00	\$11,569				
Preparation (4)	0	32	12	0	8	\$0	\$5,340	Ψ12,230.00	Ψ11,303				
Meeting facilitation (4)	0	12	12	0	0	\$50	\$2,810						
Meeting summaries and follow-up (4)	0	28	8	0	4	\$0	\$4,080						
Task III.B TransTAC Preparation (4)	0	32	0	0	8	\$0	\$3,720	\$10,180.00	\$8,928				
. 10paiadoi (1)	J	<u> </u>	J	J	J	Ψ	ψυ, ι Δυ						
Meeting facilitation (4)	0	14	0	0	14	\$40	\$2,560						
Meeting summaries and follow-up (4)	0	16	0	0	28	\$0	\$3,900						
Triangle Totals	15	422	389	332	432	\$39,454	\$203,448.60	\$203,448.60	\$215,038				
									=	r the personnel	Total Hours	Labor by person	Cost by person
<u>Historical Comparison:</u>									listed above a Betsy Daniels	are as follows: \$215.00	15	Betsy Daniels	\$3,225
2020 Triangle Budget= \$192,418 Actual = TBD									Mishu PW	\$95.00	422	Mishu PW	\$40,043
2019 Triangle Budget = \$222,213; Actual = \$209,880 2018 Triangle Budget = \$197,275; Actual = \$200,487									Sophie Glass Kizz Prusia	\$135.00 \$95.00	389 332	Sophie Glass Kizz Prusia	\$52,515 \$31,493
2017 Triangle Budget = \$189,961; Actual = \$189,955 2016 Triangle Budget = \$200,271; Actual = \$200,266									Vivian Ericson	\$85.00	432	Vivian Ericson	\$36,720
(Contract begin mid-year) 2015 Triangle Bugdet = \$2		tual = \$117	,287					_			1589		\$163,995.00
									Fees: In case of und		Auditor's Office	\$5,000.00	7
									dit as was the case i		Fees Legal Services	\$1,500.00	
									: Amount for 2021		RMSA Insurance		
									ost for Board meetin	gs, retreat, and	Room Rentals	\$1,500.00	
								legislative reception Reserves: At the	Board's discretion		Reserves	\$1,000.00	
									makes grand total a	round number	Miscellaneous	\$35.40	
											Subtotal	\$12,051.40	

 Triangle
 \$203,448.60

 KRCC TOTAL:
 \$215,500.00

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 \$ 215,500 in 2021. However, KRCC will review the scope and associated budget prior to the 2022 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 nonowned 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.
- 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 6.16.3 (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, 2020	Dated this, 2020
Consultant	Kitsap Regional Coordinating Council
Triangle Associates, Inc.	Edward Wolfe, Chair

EXHIBIT A: DESCRIPTION OF SERVICES AND BUDGET

MEMO

To: Kitsap Regional Coordinating Council (KRCC)

From: Vivian Ericson, KRCC Administrative Coordinator

cc: Sophie Glass, KRCC Program Director

Date: 8/18/20

Re: Recommendation for Legislative Reception

1. Background

The Kitsap Regional Coordinating Council plans to hold a legislative reception on November 12th, 2020. Past legislative receptions have been in-person gatherings for approximately 60 people, which under the Washington State Coronavirus Response would be considered a Phase 4 activity. Below is an alternative virtual format that modifies programming from past legislative receptions while complying with Phase 2-3 recommendations.

2. Proposed Virtual Format

<u>Pre-Meeting for New and Returning Elected Officials</u>: The orientations presented to new and returning elected officials could be adapted to virtual presentations with a virtually moderated question and answer session.

- 6:00 PM Welcome and KRCC Orientation by KRCC Chair
- 6:15 PM Association of Washington Cities' (AWC) Legislative Priorities
- 6:25 PM Association of Counties' (WSAC) Legislative Priorities
- 6:35 PM Questions and answers

10-minute break between sessions from 6:50 PM-7:00 PM

<u>Panel with Washington State Legislators and Legislative Aides</u>: Virtual panel with legislators or legislative aides could be moderated by the KRCC Chair. Questions on five topics of high importance to KRCC members could be collected in advance and sent to the legislators or legislative aides on the virtual panel.

- 7:00 PM Introduction by KRCC Chair
- 7:05 PM Panel Session
- 7:55 PM Closing and thanks

3. Next Steps

- Finalize the format of November 12th, 2020 legislative reception.
 - o What five topics should be addressed during the panel session?
- Send invitations to legislators and speakers.

MEMO

To: Kitsap Regional Coordinating Council (KRCC) Board

From: Kizz Prusia, KRCC Land Use Lead

cc: Sophie Glass, KRCC Program Director

Date: 8/20/2020

Re: Recommended Consultant for KRCC Countywide Planning Policy (CPP) Update

1. Background

The Kitsap Regional Coordinating Council is responsible for updating its Countywide Planning Policies (CPPs) by December 31, 2021. To support this update, the KRCC Board approved hiring a technical planning consultant from fall 2020 through fall 2021 for a maximum of \$55,000.

The KRCC Planning Policy Committee (PlanPOL) recommended a sub-committee of PlanPOL and Land Use Technical Advisory Committee (LUTAC) serve on an interview panel to recommend a technical consultant to the KRCC Board. Interviews were held on July 29, 2020 with LDC Inc. (teamed with Parametrix) and AHBL. See Attachment A for a list of interview questions.

2. Interview Panel

The following KRCC representatives served on the CPP consultant interview panel.

LUTAC	PlanPOL						
Karla Boughton, City of Poulsbo	Mayor Becky Erickson, City of Poulsbo						
Heather Wright, City of Bainbridge Island	Councilmember Bek Ashby, City of Port Orchard						
Jeff Rimack, Kitsap County							
Nick Bond, City of Port Orchard							

3. Recommended Consultant Firm

The interview panel, consisting of LUTAC and PlanPOL members, recommended KRCC hire LDC Inc, who is partnered with Parametrix, to help update Kitsap's CPPs.

4. Recommendation Rationale

Below are the reasons the interview panel recommended hiring LDC Inc./Parametrix:

- The LDC/Parametrix team demonstrated their understanding of how local, countywide, regional, and statewide planning efforts fit together.
- Parametrix has experience with supporting the Puget Sound Regional Council's (PSRCs) development of VISION 2050. This first-hand knowledge of VISION 2050 will help the consultants update Kitsap's CPPs.
- The LDC/Parametrix team exhibited familiarity with the needs and uniqueness of Kitsap County.

- The LDC/Parametrix team has previous experiencing updating CPPs, which strengthens their ability to update Kitsap's CPPs.
- The LDC/Parametrix team assured the interview panel that any costs above the \$55,000 budget would be absorbed by the consultant team.
- The LDC/Parametrix team recognized their role would be working internally with the KRCC jurisdictions to ensure collaboration and a successful outcome.

5. References

KRCC staff checked two of the references listed for the LDC/Parametrix team. Both references shared they had positive experiences with relevant staff members and expressed confidence in the ability of this team to support KRCC in updating the Kitsap CPPs.

6. Executive Committee Review

The KRCC Executive Committee met on August 18, 2020 and discussed the interview panel's recommendation to hire the LDC/Parametrix team. The Committee agreed with the interview panel's assessment and recommended that the KRCC Board approve the selection of the LDC/Parametrix team.

7. Next Steps

The KRCC Board will vote on the recommendation from the KRCC Executive Committee during the September 1, 2020 KRCC Board meeting.

Attachment A: KRCC CPP Sub Consultant Interview Questions

Below is the list of questions the interview panel (comprised of LUTAC and PlanPOL members) asked the candidates. Interview candidates were provided these questions in advance with enough notice to prepare responses.

- What is your approach to completing the scope of work and staying within the overall project budget?
- Can you explain your understanding of the relationships between state, regional, countywide, and local planning efforts?
- Can you describe any previous experience working among different perspectives and facilitating to reach a common goal?
- Can you describe any previous work experience in/related to Kitsap County?
- If selected, what does your team anticipate being the biggest challenge to completing this project?
- Why did your team choose to pursue this project?
- From your team's perspective, what are some of the strengths and weaknesses of the currently adopted Kitsap Countywide Planning Policies (CPPs)?
- What does your team perceive to be significant changes between Vision 2040 and Vision 2050 and how does your team plan to address these?

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			Draft v															Draft v. 8-20-2
Budget Month		1	2	3	4	5	6	7	8	9	10	11	12					
Calendar Month	Jan. '20	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan. '21		YTD	Budget	% Budget Year	% Budget
Revenue																		
Member Dues	\$ 6,891.00	\$ 74,770.00	\$ 61,189.46	\$ 4,884.54	\$ -	\$ -	\$ 907.00							\$	148,642	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	\$ 41,044.93													\$	41,045	N/A	N/A	N/A
otal Revenue	\$ 47,935.93	\$ 74,770.00	\$ 61,189.46	\$ 4,884.54	\$ -	\$ -	\$ 907.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$:	189,686.93			
perating Expenses																		
riangle labor/expenses		\$ 13,853.75	\$ 14,390.41	\$ 11,941.45	\$ 12,790.18	\$ 10,772.23	\$ 10,023.45							\$	73,771.47	\$ 192,418	58%	38.34%
egal Services	\$ 297				\$ 356.20		\$ 342.50							\$	995.40	\$ 2,500	58%	39.82%
MSA Insurance	\$ 3,030.00			\$ 225										\$	3,255.00	\$ 3,000	58%	108.50%
Room Rentals			\$ 77.00											\$	77.00	\$ 1,600	58%	4.81%
Reserves														\$	-	\$ 5,000	58%	0.00%
1iscellaneous	\$ 1,357.20	\$ 3,900.48	\$ 2,002.00		\$ 0.50	\$ 565.50								\$	7,825.68	\$ 23	58%	34025%
otal Op. Expenses	\$ 4,683.90	\$ 17,754.23	\$ 16,469.41	\$ 12,166.45	\$ 13,146.88	\$ 11,337.73	\$ 10,365.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	85,924.55	\$ 204,541	58%	42.01%
let Income														\$ 1	103,762.38			

Amendments/Modifications/Notes: \Box

\$24,000

Total Reserves

Note 1 Triangle Associates' invoice in January 2020 was for work completed in 2019 and can be found on the 2019 income statement.

Note 2 The WA State Auditor's Office conducted an audit that was not budgeted for. Charges are captured in the Miscellaneous row.

Note 3 In 2020, Kitsap County reported that KRCC's balance at the end of 2019 was \$65,044.93.