



Kitsap Regional Coordinating Council

KRCC Board Meeting Agenda

Draft v. 5-2-19

Date: May 7, 2019

Time: 10:15 AM – 12:15 PM

Place: Council Chambers, Norm Dicks Government Center, 345 6th Street, Bremerton, WA 98337

1. Welcome and Introductions

2. Chair's Comments

3. Consent/Action Items

- Approval of the [4/2/2019 KRCC Board Meeting Summary](#) (vote) Packet Pg 4
- Review of the [4/16/2019 Executive Committee Meeting Summary](#) Packet Pg 12

4. Full Discussion/Action Items

- Update on the [Affordable Housing Task Force meeting on May 16](#) Packet Pg 15
- Update on KRCC Board Retreat Facilitator: Berk Consulting
- Status report on Countywide Planning Policies updates
- Vote on updates to [KRCC Interlocal Agreement: redline](#) and [clean](#) Packet Pg 16; 27
- Review KRCC Liability Coverage enrollment requirements: Packet Pg 37
 1. [KRCC Resolution](#) authorizing:
 - a) Membership in RMSA
 - b) Agreeing to abide by the RMSA Interlocal Agreement and other governing documents
 - c) Authorizing the KRCC Chair to execute the RMSA Interlocal Agreement on behalf of the KRCC
 - d) Confirming the KRCC will adhere to RMSA's risk management philosophy
 2. KRCC Signature of [RMSA Interlocal Agreement](#) Packet Pg 39
 3. Port Orchard Resolution sponsoring KRCC's application for membership

5. KRCC Member Round Robin

- Report out on new and upcoming policies or work of interest*
 - Bainbridge Island
 - Bremerton
 - Kitsap County
 - Kitsap Transit
 - Naval Base Kitsap
 - Port Gamble S'Klallam Tribe
 - Port of Bremerton
 - Port Orchard
 - Poulsbo
 - Suquamish Tribe

Continued on next page.

6. KRCC Committee Reports

- Transportation Policy Committee (TransPOL) *
 - Activities from [TransPOL meeting on April 18](#)
- Transportation Technical Advisory Committee (TransTAC)*
 - Next TransTAC meeting on June 13
- Land Use Planning Policy Committee (PlanPOL)*
 - Next PlanPOL meeting on [May 21 PlanPOL meeting](#)
- Land Use Technical Advisory Committee (LUTAC) *
 - Activities from [April 11 LUTAC meeting](#)

Packet Pg 54
[Link to previous summaries](#)

[Link to previous summaries](#)

Packet Pg 55
[Link to previous summaries](#)

Packet Pg 56
[Link to previous summaries](#)

7. PSRC Board and Committee Reports

- [PSRC Committees and Boards Report and other updates*](#)
 - PSRC Executive Board
 - Growth Management Policy Board
 - Transportation Policy Board
 - Economic Development District Board

Packet Pg 57

8. Corridor Committee Reports

- SR 16 Committee*
- SR 305 Committee*
- SR 104 Committee*

9. Staff Report

- [KRCC Revenue and Expense Report*](#)

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10. Public Comments

11. KRCC Board Questions, Concerns, and Announcements

12. Adjourn

* Standing agenda item



Kitsap Regional Coordinating Council

Draft 2019 Meeting Schedule

Draft v.3-25-19

		January	February	March	April	May	June	July	August	September	October	November	December
Executive	Board* 1 st Tues. 10:15AM-12:15PM Norm Dicks Gov. Center	Jan. 1 (cancelled)	Feb. 5 Board Meeting	March 5 Board Meeting	April 2 Board Meeting	May 7 Board Meeting	June 4 Board Meeting	July 2 Board Meeting		Sept. 3 Board Meeting	Oct. 1 Board Meeting	Nov. 5 Board Meeting	Dec 3 Board Meeting
	Executive Committee 3 rd Tues. 11:00AM-1:00PM Kitsap Transit	Jan. 15 Executive Committee Meeting	Feb. 19 Executive Committee Meeting	March 19 Executive Committee Meeting	April 16 Executive Committee Meeting	May 21 Executive Committee Meeting	June 18 Executive Committee Meeting		Aug. 20 Executive Committee Meeting	Sept. 17 Executive Committee Meeting	Oct. 15 Executive Committee Meeting	Nov. 19 Executive Committee Meeting	Dec. 17 Executive Committee Meeting
	Affordable* Housing Task Force Various	Jan. 8 10:15AM-12:15PM Norm Dicks Gov. Center		March 21 10:15AM-12:15PM Kitsap Transit		May 16 10:15AM-12:15PM Kitsap Transit		July 18 10:15AM-12:15PM Kitsap Transit		Sept. 19 10:15AM-12:15PM Kitsap Transit			
Transportation	TransPOL* 3 rd Thurs. 3:15-4:45PM Kitsap Transit				April 18 TransPOL Meeting			July 18 TransPOL Meeting			Oct. 17 TransPOL Meeting		
	TransTAC 2 nd Thurs. 12:30-2:30PM Kitsap Transit			March 14 TransTAC Meeting			June 13 TransTAC Meeting			Sept. 12 TransTAC Meeting			Dec. 12 TransTAC Meeting
Land Use	PlanPOL* 3 rd Tues. 1:30-3:00PM Kitsap Transit		Feb. 21 PlanPOL Meeting			May 21 PlanPOL Meeting	June 18 PlanPOL Meeting		Aug. 20 PlanPOL Meeting		Oct. 15 PlanPOL Meeting		Dec. 17 PlanPOL Meeting
	LUTAC 2 nd Thurs. 9:30-11:30AM Poulsbo City Hall	Jan. 10 LUTAC Meeting		March 14 LUTAC Meeting	April 11 LUTAC Meeting	May 9 LUTAC Meeting		July 11 LUTAC Meeting		Sept. TBD LUTAC Meeting		Nov. 14 LUTAC Meeting	

*Open to the public

Other Dates

Board Retreat: July 30

Legislative Reception:

Kitsap Regional Coordinating Council (KRCC)
Draft Board Meeting Summary
 April 2, 2019 | 10:15 AM – 12:15 PM
 Norm Dicks Government Center, Bremerton, WA
 Version 4-26-19

Decisions		
The KRCC Board approved: <ul style="list-style-type: none"> • 3/5/19 KRCC Board meeting summary 		
Actions	Who?	Status
Follow up with the Affordable Housing Task Force on the homework assignment given at the March 21 meeting.	KRCC staff	Ongoing
Be in touch with members' respective lobbyist to receive updates on HB 1923 and other legislation.	KRCC Board members	Ongoing

1. WELCOME AND INTRODUCTIONS

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

2. CHAIR'S COMMENTS

Meeting Schedule Updates. PlanPOL Committee meetings are moving to the third Tuesday from 1:30-3pm to accommodate the schedules of technical staff traveling from Regional Staff Committee meetings. The Executive Committee meetings are therefore moving earlier in day on the third Tuesday from 11am-1pm to accommodate PlanPOL's change.

3. CONSENT ACTION ITEMS

Approval of the 3/5/2019 KRCC Board meeting summary. Commissioner Garrido moved to approve the 3/5/19 Board meeting summary. Councilmember Ashby seconded. Director Clauson abstained, as he was not present at the March 5 meeting. The motion carried without opposition.

4. FULL DISCUSSION ITEMS

Report out from the Affordable Housing Task Force meeting on March 21. Chair Erickson reviewed the objectives of the meeting, which were to discuss affordable housing terminology for use by the task force, describe existing conditions related to affordable housing in Kitsap, discuss policy tools used by jurisdictions related to housing affordability, and to discuss the possibility of issuing a countywide state of emergency declaration regarding affordable housing. Councilmember Daus and Mayor Wheeler shared that the meeting was interesting in part due to having a homework assignment, which was to identify affordable housing policy tools that the respective jurisdictions could potentially implement. Chair Erickson announced that the next meeting will likely have a panel of affordable housing experts to provide recommendation to the Task Force. KRCC staff reminded the audience that the Task Force is intended to address affordable housing, not homelessness,

although certainly related. KRCC staff will follow up with Task Force members on the homework assignments.

Status report on Countywide Planning Policies updates. LUTAC is holding an additional meeting on April 11 to discuss the Countywide Centers criteria.

Update on KRCC Board Retreat on July 30 from 10am-4pm at Island Lake Community Center logistics and purpose. The theme of the retreat will be planning for growth. This will likely entail outlining future decisions and determining processes for making those decisions, as well as utilizing modeling tools and visuals. The Executive Committee will continue planning the Board Retreat.

Update on growth related legislation: HB 1923. Eric Baker, Kitsap County, shared that HB 1923 has been amended multiple times, and that KRCC members may need to be in touch with their lobbyists to stay up to date on the legislation. His analysis was as follows:

- The legislation is the State's top down response to the housing crisis and lack of available units, which requires Cities of particular sizes to adopt regulatory reforms related to density around high capacity transit nodes.
- The original language was vague enough that ferries were considered high capacity transit.
- One of the amendments to the legislation has revised the regulatory language to recommendations.
- Another amendment has increased the population requirement of the cities that would be affected by the legislation from 10,000 residents to 20,000, essentially reducing the number of cities that would have to adhere to the regulations.
- By 2022, Cities with more than 20,000 residents would be required to take at least two actions related to density from a list of outlined options. Some of the options are related to a required number of units based on proximity to different types of transportation hubs and minimizing required residential parking.
- The legislation allows for relaxation of SEPA for certain project actions in order to facilitate fulfillment of the required actions.
- Ultimately, the legislation erodes the authority and expertise of local governments through its blanket approach.

Board members posed the following questions and comments.

- Councilmember Daug asked Mr. Baker if he had a sense of whether the legislation was moving towards requirement oriented language or recommendation oriented language.
 - Mr. Baker responded that although the language continues to change, there will likely be conversations between the committees to reconcile the differences in language since the legislation has evolved so drastically from its original form.
- Commissioner Gelder asked if the legislation specifies whether the density is intended to be solely around the transit node or all along the entire transit route, as density would look very different in Kitsap depending on that specification. He added that he takes issue with this particular legislation, as well as others, as they exemplify a theme of the State legislature taking a big brother approach and usurping jurisdictional governance.

The intent may be good, but the approach is problematic. He encouraged the Board to be vigilant about expressing similar concerns.

- Mr. Baker clarified that the legislation indicates a larger corridor type of density is intended, through its language specifying “one or more nodes.”
- Councilmember Tirman noted that a number of local Kitsap representatives are sponsoring the legislation and invited pressure on their state officials.
- Chair Erickson noted that the legislation unintentionally pits transit agencies against local jurisdictions by making jurisdictions shy away from transit investments in order to protect a desired level of density.
 - Director Clauson concurred with Chair Erickson in that the legislation does in some cases pit transit agencies against local jurisdictions however, he does support the legislation’s incentivizing of development around transit infrastructure. He also emphasized the importance of building affordable housing near transit options.
- Commissioner Wolfe asked why Counties are not required to meet the proposed requirements.
 - Mr. Baker responded that most residences reside in Cities and that Cities are ultimately where growth is expected to occur.
- Councilmember Daus expressed strong interest in sending a letter to the legislature on behalf of KRCC regarding preemption of local control.
 - Chair Erickson responded that the KRCC Board could do so if that was the will of the Board.
 - Councilmember Stern, Mayor Putaansuu, and Mayor Wheeler concurred that the letter should respond specifically to preemption by the State legislature and how Kitsap and other local jurisdictions are better equipped to handle the housing crisis.
- Mayor Medina shared that he doesn’t have a lot of negative energy around the legislation since actions that cities are already taking will count toward the required actions and that fulfilling just two of the actions may not prove to be difficult. In fact, having the backing of the legislature to implement desired density ordinances may be helpful in cases where there is resistance to those ordinances.
 - Mr. Baker clarified that any actions taken since 2012 that are in line with the required actions will count toward those requirements.

Goals of a potential KRCC Communications Strategy. The proposed KRCC Communications Strategy would likely be an amendment to KRCC’s Policies and Procedures manual and define what KRCC wants to communicate to its audiences, how it communicates to its audiences, and who its audiences are. The Executive Committee will continue to discuss a Communications Strategy for the Board’s review.

5. KRCC MEMBER ROUND ROBIN

Report out on new and upcoming jurisdiction policies of interest. Board members shared the following updates:

- Mayor Medina shared that Bainbridge Island City Council is discussing a draft subdivision ordinance, which would require subdivisions to use cluster development and set aside a large portion of the property for a natural area. The Council will need to decide the level of flexibility this ordinance has.
- Mayor Wheeler shared that the City of Bremerton:
 - Has permitted a 300 unit residential development within a 5 minute walk from the Kitsap Transit Center
 - Is conducting a study on the development of the East Side Employment Center
 - Is working with Kitsap Public Utility District to create an incentive pilot program for fiber optic installation
 - Is developing a program to alleviate congestion and support downtown businesses by providing vouchers for alternative transportation options to downtown patrons.
- Commissioner Wolfe shared that the Central Kitsap Community Council is meeting on Wednesday to address the issue of homelessness. He congratulated Chair Erickson on the award from Kitsap Economic Development Alliance. Commissioner Wolfe also announced that the County has a new DCD Director, Jeff Rimack.
- Commissioner Garrido shared that the Harper Community is conducting restoration work on the estuary, park and trails. Additionally, the Kitsap Aerospace and Defense Alliance plans to discuss the importance of cargo in Puget Sound.
- Commissioner Gelder shared that Kitsap County is developing short term rental regulations. The drone ordinance is continuing to be refined in partnership with the Navy. Work on the plastic bag ordinance has halted while there is movement in the legislature on a state wide plastic bag ban. He thanked the City of Bremerton for input on the zoning for sexual offender housing. The work plan for the interim zoning will go through the Planning Commission in May and be finalized and adopted by July.
- Director John Clauson shared that Kitsap Transit:
 - Has begun increased service frequency in the Wheaton Corridor and the corridor connecting Silverdale to Bremerton. The next phase of increased services will be in North Kitsap. A new route connecting Poulsbo to Kingston is currently only operating during peak hours but is expected to increase service.
 - Has closed a deal on the property in East Bremerton to a developer.
 - Appreciates the support of Bainbridge Island who approved the increase of car tab fees, which dedicates a portion of the fee to marketing transit on the island.
 - Is working to become the lead agency of the Peninsula Regional Transportation Planning Organization and will be reaching out to jurisdictions regarding an updated Interlocal Agreement to designate Kitsap Transit as the lead agency.
- Commissioner Strakeljahn shared that the Port is updating its strategic business plan and updating its economic impact review. The Port has hired an architectural firm to renovate the

airport diner and expects designs ready in the fall. Additionally, PSRC was instrumental in obtaining a \$1.5 million grant from the Federal Aviation Administration to evaluate airport and aerospace capacity in Washington. The study will provide a foundation for future decisions on where airports will be.

- Mayor Putaansuu shared that the roundabouts in Tremont are in place, landscaping work is underway, and that final paving will be complete this summer. The City of Port Orchard also opened McCormick Village Park. Rockwell Park is under construction on the waterfront. Similarly to other jurisdictions, the City has paused discussions on a plastic bag ban while there is activity in the legislature. The City Council has passed form based code to incentivize a diversity of housing and affordability options.
- Councilmember Ashby shared that Port Orchard has begun the interview process for a new Police Chief, as their current Chief prepares for retirement.
- Councilmember Stern shared that the Poulsbo City Council is working to understand the relationship between commercial and residential units in downtown Poulsbo, recognizing a shift in consumer patterns. The City is considering converting commercial spaces into street level residential unit, which could be as simple as a zoning change. The residential units would be required to be built to commercial standards so that they could potentially be converted back to commercial use in the future.
- Chair Erickson asked Board members to support the Small Business Development Center, which supports the growth of small businesses. The Poulsbo Police Force has begun use of drones, which are intended to respond to emergencies, particularly over the bay and in wilderness areas. The Poulsbo Mental Health Team has been presenting its successful Behavioral Health Outreach Program to various police departments around the region.
- Jay Mills shared that there are 74 families waiting for housing in Suquamish, that the Casino is hiring for a range of positions, and that the parking lot at Kiana Lodge has been paved and lighted.

6. KRCC COMMITTEE REPORTS

Next TransPOL meeting on April 18. The committee's first meeting of the year will include an update on the Rural Town Centers and Corridors Competition, which is administered by PSRC and has \$5 million in funds available.

Activities from TransTAC meeting on March 14. TransTAC discussed an approach to sharing information on their traffic modeling projects and heard from WSDOT on project delivery requirements.

Activities from PlanPOL meeting on February 21. PlanPOL's first meeting of the year focused on the amendments to the Kitsap CPPs.

Activities from LUTAC meeting on March 14. LUTAC will continue working on amendments to the CPPs at an added April 11 meeting. KRCC staff are working with technical staff to identify the discrepancies on Countywide Centers criteria to help frame the policy level discussion.

7. PSRC BOARD AND COMMITTEE REPORTS

Executive Board. No updates.

Growth Management Policy Board. Commissioner Wolfe shared that the upcoming meeting will address development patterns and a preferred alternative of the VISION 2050 Draft SEIS.

Transportation Policy Board. Chair Erickson shared that the March meeting was cancelled and that Seattle Councilmember Rob Johnson has resigned from Seattle City Council to work for the National Hockey League franchise, and therefore is no longer Chair of the Board. Executive Somers, PSRC's President, will make the decision on who the Chair of the Transportation Policy Board will be. Chair Erickson noted that Rob Johnson is an honorable, visionary man that made a positive impact on the region.

Economic Development District Board. Councilmember Stern shared that Chairman Leonard Forsman has been elected Chairman of the Affiliated Tribes of Northwest Indians. He will be presenting to the Board on May 1. Amazon has become the newest member of the Board. The Board will also receive a report on the state of public broadband.

8. CORRIDOR COMMITTEE REPORTS

SR 16. Mayor Putaansuu shared that the committee is hoping to receive money from the legislature.

SR 305. Commissioner Gelder shared that the committee is hosting 3 open houses, kicking off on April 9.

SR 104. Commissioner Gelder shared that there is an active citizen group in Kitsap making trips to Olympia to provide testimony to the legislature. The committee will be providing an update to the Kingston Chamber of Commerce later this week.

9. STAFF REPORT

KRCC Revenue and Expense Report. KRCC is 18.27% through its budget at 17% of the budget year.

10. PUBLIC COMMENTS

Roger Gay, South Kitsap, posed whether Kitsap lobbyists have the same message to Kitsap legislators. He encouraged the Board to have a better understanding of how much money is being spent on affordable housing before resorting to an emergency declaration so that there is a stronger justification to make a request of tax payers.

11. KRCC BOARD QUESTIONS, CONCERNS, AND ANNOUNCEMENTS

Commissioner Gelder encouraged everyone to use the Testit app, which allows you to test the speed of your broadband at various locations. This data is collected to inform investments in broadband infrastructure.

12. ADJOURN

The meeting adjourned at 11:51 AM

ATTACHMENT A – BOARD MEMBERS IN ATTENDANCE

Board Member	Jurisdiction	In Attendance?
Ashby, Bek	City of Port Orchard	✓
Clauson, John	Kitsap Transit	✓
Erickson, Becky	City of Poulsbo	✓
Daug, Leslie	City of Bremerton	✓
Forsman, Leonard	Suquamish Tribe	
Garrido, Charlotte	Kitsap County	✓
Gelder, Robert	Kitsap County	✓
Goodnow, Michael	City of Bremerton	✓
Medina, Kol	City of Bainbridge Island	✓
Mills, Luther “Jay”	Suquamish Tribe	✓
Nystul, Gary	City of Poulsbo	
Placentia, Chris	Port Gamble S’Klallam Tribe	
Purser, Rob	Suquamish Tribe	
Putansuu, Rob	City of Port Orchard	✓
Schrader, Alan	Naval Base Kitsap	
Stern, Ed	City of Poulsbo	✓
Stokes, Larry	Port of Bremerton	
Strakeljahn, Axel	Port of Bremerton	✓
Sullivan, Jeromy	Port Gamble S’Klallam Tribe	
Tirman, Matthew	City of Bainbridge Island	✓
Wall, Lynn	Naval Base Kitsap	
Wheeler, Greg	City of Bremerton	✓
Wolfe, Ed	Kitsap County	✓

ATTACHMENT B – NON-MEMBER PARTICIPANTS

Name	Affiliation
Non-Members	
Mark Gulbranson	Puget Sound Regional Council
Roger Gay	South Kitsap Taxpayer
David Forte	Kitsap County
Eric Baker	Kitsap County
Steffani Lillie	Kitsap Transit
JoAnne Schueler	WSDOT
KRCC Facilitation Team	
Sophie Glass	KRCC Transportation and Land Use Program Lead
Kizz Prusia	KRCC Land Use Coordinator
Mishu Pham Whipple	KRCC Coordination Lead



Kitsap Regional Coordinating Council

KRCC Executive Committee Meeting Draft Summary

Draft v. 4-26-19

Date: April 16, 2019

Time: 11:00 A.M. - 1:00 P.M.

Place: Kitsap Transit, Bremerton

Members in Attendance: Mayor Erickson, Commissioner Strakeljahn, Commissioner Wolfe, Mayor Medina, Mayor Wheeler, Councilmember Ashby

Decisions		
The KRCC Executive Committee: <ul style="list-style-type: none"> • Approved Triangle Associates' March 2019 invoice • Approved remaining Council Chambers reservations through 2019 • Selected a facilitator for the Board Retreat 		
Actions	Who?	Status
Share approval of March Triangle invoice and remaining 2019 Council Chambers reservations.	KRCC staff	Complete
Follow up with Lynn Wall regarding example Strategic Communication Strategy documents.	KRCC staff	Complete
Provide updates to KRCC regarding the Puget Sound Clean Air Agency Fuel Standard.	Mayor Wheeler	Ongoing
Work with Puget Sound Clean Air Agency to receive information on their dues structure.	KRCC staff	Ongoing
Follow up with the two proposed sub-consultants regarding the Executive Committee's decision on the Retreat facilitator.	KRCC staff	Complete
Research sandwich platter options from Ambrosia Catering and Seasons of Thyme Catering for the Board Retreat.	KRCC staff	Ongoing
Include representation from the Kitsap County Association of Realtors on the AHTF panel.	KRCC staff	Ongoing

1. Administrative Agenda

- Approval of Triangle Associates' invoice from March 2019: KRCC Executive Committee members approved Triangle Associates' invoice from March 2019 for \$18,083.
- Approval of Council Chambers reservations for remainder of 2019: The Executive Committee also approved payment of the remaining 2019 Council Chambers reservations.
- Update on KRCC Interlocal Agreement: Chair Erickson and Vice-Chair Wolfe, along with Director Betsy Daniels will be meeting with the KRCC attorney to discuss the ILA updates, mainly in regard to the language on membership. The ILA updates are intended to supplement the updates to the KRCC bylaws, which were passed as part of Bremerton's return to KRCC. Following the meeting with the attorney, a draft of the revised ILA will be distributed to the Board for review and approval. The approved updates will then need to be ratified by each of the members' respective Councils.
- Follow up from Staff on Puget Sound Clean Air Agency's Clean Fuel Standard: The Agency believes they have the authority to develop a Clean Fuel Standard for the four county region. Some Executive Committee members were concerned that the Agency will face significant resistance to a four county Clean Fuel Standard but would support a statewide Clean Fuel Standard. Others were supported of the Clean Fuel Standard in general. Mayor Wheeler, as a

Board member of the Agency, will provide updates on the Agency to KRCC as needed. The Committee was also interested in the Agency's dues structure, since all if not most of the Committee members' jurisdictions pay dues to the agency.

2. KRCC Liability Coverage: AWC Risk Management Service Agency

- Review of enrollment requirements due by June 26: The Executive Committee reviewed several requirements for KRCC to enroll in RMSA's liability coverage, including a resolution by the KRCC Board to authorize membership in RMSA, among other items; the KRCC Chair's signature of the RMSA Interlocal Agreement; and a resolution by Port Orchard to sponsor KRCC's application for membership.

3. 2019 KRCC Work Plan

- Discuss potential public engagement strategy: The Executive Committee agreed that KRCC should further develop its policies around communications but that pursuing a full communications plan was not a priority at this time. They agreed that any target outreach, such as a tour of the Naval Base to colleagues on PSRC Boards, for example, should be tied to the purpose of informing decisions. KRCC staff will follow up with Lynn regarding example Communications Strategy documents and confirm that the Navy is not expected to be planning a tour on behalf of KRCC for the time being.

4. KRCC Board Retreat on July 30 from 10am-4pm at Island Lake Community Center

- Review proposed sub-consultant proposals: The Executive Committee reviewed two proposals by sub-consultants, Berk Consulting and Community Attributed Inc. to facilitate growth scenario discussions at the Board retreat. Two other consulting firms were contact but were either at capacity and not taking on new work or did not respond. The Committee emphasized the desire to use mapping and modeling tools and believed that Berk Consulting could provide more of those tools for the desired outcome, which is to identify future decisions related to infrastructure and resources necessary to support expected growth in Kitsap.
- Review catering options: KRCC staff will research sandwich platter options from Ambrosia Catering and Seasons of Thyme Catering.

5. Affordable Housing Task Force Update

- Next AHTF meeting on May 16: KRCC staff are coordinating with several panelists and are meeting with Chair Erickson in May to review the agenda. The Executive Committee recommended including a representative from the Kitsap County Association of Realtors on the panel.

6. Land Use Items

- Report out on status of Countywide Planning Policies Countywide Centers discussions: LUTAC had a productive meeting on April 11 and fleshed out areas of agreement and disagreement.
- Next LUTAC meeting on May 9: LUTAC will continue refining the CPPs.
- Next PlanPOL meeting on May 21: PlanPOL will receive an update on LUTAC's process on revising the CPPs.

7. Transportation Items

- Next TransPOL meeting on April 18: The first of three meetings in 2019 will primarily focus on reviewing the Rural Town Centers and Corridors Projects.

- Next TransTAC meeting on June 13: The next TransTAC meeting will focus on discussions around a potential regional pavement contract, and coordination around bike share and e-bike/e-scooter issues and opportunities.

8. May 7, 2019 KRCC Board Meeting Agenda and Packet

- Review the draft 5/7 KRCC Board meeting agenda: Significant items include updates on the CPPs, the Board Retreat facilitator, the KRCC ILA, and liability coverage requirements. Councilmember Ashby will not be attendance.
- Review the draft 4/2 KRCC Board meeting summary: No comments.

9. Adjourn



Kitsap Regional Coordinating Council

Kitsap Regional Coordinating Council (KRCC)

Affordable Housing Task Force (AHTF) Meeting Agenda

May 16, 2019 | 10:15 a.m. – 12:15 p.m. | Kitsap Transit, 60 Washington Ave. Bremerton, WA
v.5-2-19

Purposes

- Follow up on the homework assignments from the March 21 AHTF meeting, including the Housing Policy Tools Matrix and the lack of Community Development Block Grant (CDBG) funded projects for new rental units.
- Discuss the barriers to affordable housing and possible solutions for overcoming these barriers.

1. Welcome and Business (5")

- a. Chair's Comments
- b. [AHTF Terminology](#) for reference only (packet pg. 2)
- c. Approve [March 21 AHTF meeting summary](#) (packet pg. 3)

2. Review of Affordable Housing Homework from 3/21 AHTF Meeting (35")

- a. Review existing affordable housing tools homework. See [Completed Affordable Housing Policy Tool Matrices](#) (packet pg. 4).
 - i. Discussion question: Are these tools being used and are they working?
 - ii. Note: The Puget Sound Regional Council (PSRC) is also collecting data regarding affordable housing policies and will build off of Kitsap's affordable housing policy tools matrices.
- b. Report out on the lack of CDBG-funded projects for new rental units in Kitsap.

3. Education and Dialogue: Affordable Housing Panel (70")

- a. Chair Erickson will moderate the following panel (in alphabetical order):
 - i. Matthew Chantry, Director of Asset Management, Shelter Resources Inc.
 - ii. Phedra Elliot, Executive Director, Housing Resources Bainbridge
 - iii. Stuart Grogan, Executive Director, Housing Kitsap
 - iv. Russ Shiplet, Executive Officer Kitsap Building Association
 - v. Bonnie Tufts, Block Grant Manager, Kitsap County Dept of Human Services
 - vi. Kurt Wiest, Executive Director, Bremerton Housing Authority
- b. Dialogue, questions, and answers with AHTF members.

4. Public Comments (5")

5. AHTF Questions, Concerns, and Announcements (5")

6. Adjourn

Next meeting is scheduled for July 18, 2019 at Kitsap Transit. Topics include financing tools and a possible countywide emergency declaration for affordable housing.

Parking Lot for Future Research Topics:

- Current public money used for affordable housing
- Use of surplus public land for affordable housing



Kitsap Regional Coordinating Council

KITSAP REGIONAL COORDINATING COUNCIL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County-wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

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

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL (“Council”), a separate legal entity since 2001.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by ~~majority~~ vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

- A. “*Member agency*” means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.
- B. “*State*” means the State of Washington.
- C. “*Region*” means the territory physically lying within the boundaries of Kitsap County.
- D. “*Kitsap Regional Coordinating Council*” or “*Council*” means the separate legal entity established by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.

~~E. “*Majority vote*” means more than one half of the votes cast when a quorum is present and must include a majority of votes from County commissioners and a majority of votes from the representatives of at least two separate cities.~~

EF. “*Executive Board*” shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.

FG. “*Cost Allocation*” means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members’ obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).

GH. “*Ex Officio Member*” means a non-voting, non-dues paying member of the Council that is not a party to this Agreement.

~~I. “*Two-thirds majority vote*” means a majority vote and also requires a majority of votes from County commissioners and a majority of votes from the representatives from at least two separate cities.~~

HJ. “*Associate Member*” means a non-voting, dues paying member of the Council ~~which that is not a party to this Agreement and who enters into a separate agreement with the Council that establishes the Associate Member’s level of participation in Council activities.~~

IV. MEMBERSHIP AND REPRESENTATION

A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board. New Members may be added through an ILA Amendment.

B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:

1. County Government: three (3) members of the Kitsap County Board of Commissioners;
2. City Governments:
 - a. The Mayor of each city having a population of 10,000 persons or less;
 - b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;
 - c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;
 - d. A city with a Council/Manager form of government may select one (1) member of the City Council instead of a Mayor. The number of additional City Council members representing the city shall be as described in 2(a-c) above.
 - e. Population will be determined by the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.
3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.
4. Kitsap Transit: one (1) representative consisting of a member selected by the Kitsap Transit Board of Commissioners.
5. City Council, Kitsap Transit and Port of Bremerton representatives may be selected by whatever means established by each specific member agency for a two (2) year term.

~~C. The determination of the population of cities will be the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.~~

D. New membership. A municipal or government entity or a federally recognized Indian Tribe that desires to become an Ex Officio Member or an Associate Member of the

~~Council~~ must obtain permission to do so by ~~majority vote of~~ the Executive Board. ~~The required permission applies to any entity that wishes to become a Member or Ex Officio Member. Associate Members~~ A municipal or government entity or a federally recognized Indian tribe that wishes to become an Associate Member must obtain permission to do so by a majority vote of the Executive Board, and must also present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region's elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.

C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;

D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low-income housing grants.

E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.

F. Coordinate actions to provide for a sustainable economy and environment for the region.

G. Carry out such other planning and coordinating activities authorized by ~~majority vote of~~ the Council including participation in other forums and organizations.

H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.

I. Contract for administrative services and enter into other agreements as deemed appropriate and/or necessary to implement this Agreement.

J. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.

K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.

L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.

M To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.

N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.

O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.

P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

Q. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

R. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent the majority and minority views of the Council, in order to accurately portray the status of discussions on that issue.

S. Review this Interlocal Agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by ~~majority vote of the~~ Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

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

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

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

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties. ~~Parties that sign on as Members at a later date will provide original signature pages of this Agreement to the Clerk of the Kitsap~~

~~County Board of Commissioners, who shall file the signature pages provided with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the signature pages filed later, to each of the parties. Addition of parties at a later date will not constitute a modification under Section XIII of this Agreement.~~

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Signatures on following pages

Executed this ___ day of _____, 20192.

CITY OF BAINBRIDGE ISLAND

Approved as to form

Bainbridge Island City Attorney

~~Kol Medina~~~~Debbi Lester~~, Mayor

Executed this ___ day of _____, 20192.

CITY OF BREMERTON

Approved as to form

Bremerton City Attorney

~~Greg Wheeler~~~~Patty Lent~~, Mayor

Executed this ___ day of _____, 20192.

CITY OF PORT ORCHARD

Approved as to form

Port Orchard City Attorney

~~Robert Putaansuu~~~~Tim Matthes~~, Mayor

Executed this ___ day of _____, 20192.

CITY OF POULSBO

Approved as to form

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 20192.

PORT OF BREMERTON

Approved as to form

Port of Bremerton Attorney

Larry Stokes, President

Executed this ____ day of _____, 2019.

Approved as to form

KITSAP TRANSIT

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this ____ day of _____, 2019.

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

EDWARD E. WOLFE~~ROBERT GELDER~~, Chair

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

ROBERT GELDER~~JOSH BROWN~~,
Commissioner

Deputy Prosecuting Attorney



Kitsap Regional Coordinating Council

KITSAP REGIONAL COORDINATING COUNCIL INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County-wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

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

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL ("Council"), a separate legal entity since 2001.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

- A. “*Member agency*” means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.
- B. “*State*” means the State of Washington.
- C. “*Region*” means the territory physically lying within the boundaries of Kitsap County.
- D. “*Kitsap Regional Coordinating Council*” or “*Council*” means the separate legal entity established by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.
- E. “*Executive Board*” shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.
- F. “*Cost Allocation*” means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members’ obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).
- G. “*Ex Officio Member*” means a non-voting, non-dues paying member of the Council that is not a party to this Agreement.
- H. “*Associate Member*” means a non-voting, dues paying member of the Council that is not a party to this Agreement.

IV. MEMBERSHIP AND REPRESENTATION

- A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board. New Members may be added through an ILA Amendment.
- B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:
 - 1. County Government: three (3) members of the Kitsap County Board of Commissioners;
 - 2. City Governments:

- a. The Mayor of each city having a population of 10,000 persons or less;
 - b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;
 - c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;
 - d. A city with a Council/Manager form of government may select one (1) member of the City Council instead of a Mayor. The number of additional City Council members representing the city shall be as described in 2(a-c) above.
 - e. Population will be determined by the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.
- 3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.
 - 4. Kitsap Transit: one (1) representative consisting of a member selected by the Kitsap Transit Board of Commissioners.
 - 5. City Council, Kitsap Transit and Port of Bremerton representatives may be selected by whatever means established by each specific member agency.

D. New membership. A municipal or government entity or a federally recognized Indian Tribe that desires to become an Ex Officio Member or an Associate Member must obtain permission to do so by the Executive Board. Associate Members must also present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region's elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.

- C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;
- D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low-income housing grants.
- E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.
- F. Coordinate actions to provide for a sustainable economy and environment for the region.
- G. Carry out such other planning and coordinating activities authorized by the Council including participation in other forums and organizations.
- H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.
- I. Contract for administrative services and enter into other agreements as deemed appropriate and/or necessary to implement this Agreement.
- J. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.
- K. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.
- L. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.
- M. To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.
- N. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.
- O. Identify and examine issues such as governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.
- P. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those

jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

Q. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

R. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent the majority and minority views of the Council, in order to accurately portray the status of discussions on that issue.

S. Review this Interlocal Agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by the Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. The Council may retain a fiscal agent. The fiscal agent may be a member agency who shall serve and be subject to removal, pursuant to the terms and conditions as established by agreement between the fiscal agent and the Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at levels no less than \$1 million single occurrence and \$2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected

officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Council may retain legal counsel. Legal counsel may be an employee of a member agency, an outside entity, or an individual. In the event of a conflict of interest, the Council may retain substitute or additional legal counsel. Additionally, Council may retain outside legal counsel concerning any matter the Council deems appropriate. Retained counsel shall serve, and be subject to removal, pursuant to the terms and conditions established by agreement between legal counsel and the Council. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

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

//

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

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

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties.

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Signatures on following pages

Executed this ___ day of _____, 2019.

CITY OF BAINBRIDGE ISLAND

Approved as to form

Bainbridge Island City Attorney

Kol Medina, Mayor

Executed this ___ day of _____, 2019.

CITY OF BREMERTON

Approved as to form

Bremerton City Attorney

Greg Wheeler, Mayor

Executed this ___ day of _____, 2019.

CITY OF PORT ORCHARD

Approved as to form

Port Orchard City Attorney

Robert Putaansuu, Mayor

Executed this ___ day of _____, 2019.

CITY OF POULSBO

Approved as to form

Poulsbo City Attorney

Becky Erickson, Mayor

Executed this ___ day of _____, 2019.

PORT OF BREMERTON

Approved as to form

Port of Bremerton Attorney

Larry Stokes, President

Executed this ____ day of _____, 2019.

KITSAP TRANSIT

Approved as to form

Kitsap Transit Attorney

John Clauson, Executive Director

Executed this _____ day of _____, 2019.

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

ROBERT GELDER, Commissioner

Deputy Prosecuting Attorney

Authorizing Membership in RMSA

Resolution #2019-6-4 Authorizing Membership in the Association of Washington Cities (AWC) Risk Management Service Agency (RMSA)

WHEREAS, in accordance with the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW, Kitsap Regional Coordinating Council was formed established through an Interlocal Agreement, passed on March 21, 2001, for the purpose of bringing about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA) is a municipal self-insurance pool formed January 1, 1989 under RCW 48.62, to provide its members the opportunity to self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages and providing its members cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities, towns, and special districts; and

WHEREAS, on June 4, 2019, the Kitsap Regional Coordinating Council Council passed Resolution 2019-6-4 sponsoring Kitsap Regional Coordinating Council's application for membership in the AWC RMSA; and

WHEREAS, the Kitsap Regional Coordinating Council has reviewed and analyzed the AWC RMSA Interlocal agreement, bylaws, other governing documents, and coverages with legal counsel for compliance with the Charter and Ordinances, or both, of the [entity name]; and

WHEREAS, the Kitsap Regional Coordinating Council concludes that membership in the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE Executive Board of the Kitsap Regional Coordinating Council that the Interlocal Agreement between Kitsap Regional Coordinating Council and the AWC RMSA in the

form attached hereto as Exhibit A is hereby approved and that [ENTITY NAME] does hereby:

1. Authorize the Kitsap Regional Coordinating Council's membership in the AWC RMSA;
2. Authorize the Kitsap Regional Coordinating Council's Chair to execute the AWC RMSA Interlocal Agreement on behalf of Kitsap Regional Coordinating Council;
3. Agree to adhere to the AWC RMSA risk management philosophy and standards as set forth by the pool; and
4. Agree to enter into and abide by the AWC RMSA Interlocal Agreement and all other AWC RMSA governing documents, which, along with this Resolution, constitute a contract between the Kitsap Regional Coordinating Council and the AWC RMSA.

The Kitsap Regional Coordinating Council will become a member starting January 1, 2020.

Passed by the Executive Board of the Kitsap Regional Coordinating Council this 4th of June, 2019.

ADOPTED:

Mayor Becky Erickson

Kitsap Regional Coordinating Council Chair, 2019

**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

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**INTERLOCAL AGREEMENT:
OF THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY**

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

**ARTICLE 1
Definitions**

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.

- 1.4 “**Assessment**” shall mean the monies paid by the Members to the Agency.
- 1.5 “**Association**” shall mean the Association of Washington Cities.
- 1.6 “**Board of Directors**” or “**Board**” shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- 1.7 “**Bylaws**” shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.8 “**Claim(s)**” means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- 1.9 “**Coverage Agreement**” shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
- 1.10 “**Excess insurance**” shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.11 “**Fiscal Year**” shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.12 “**Insurance**” shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.13 “**Interlocal Agreement**” means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.14 “**Joint Self-Insurance Program**” means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
- 1.15 “**Local Governmental Entity**” shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.16 “**Member**” – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.
- 1.17 “**Member Standards**” shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
- 1.18 “**Operating Committee**” shall mean the standing advisory committee to the Board.

- 1.19 **“Reassessment”** shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.
- 1.20 **“Risk Sharing”** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **“Special Committee”** – shall mean committees of the Agency created by the Board of Directors.

**ARTICLE 2
Risk Sharing**

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
 - 2.1.1 Risk Sharing
 - 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
 - 2.1.3 Joint purchase of administrative and other services including:
 - 2.1.3.1 Claims adjusting;
 - 2.1.3.2 Data processing;
 - 2.1.3.3 Risk management consulting;
 - 2.1.3.4 Loss prevention;
 - 2.1.3.5 Legal; and
 - 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.

- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

Article 3 Agency Offices

- 3.1 **Principal Executive Office**
The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.
- 3.2 **Other Offices**
Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4 Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5 Term of Agreement

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6 Financial Obligations of Agency

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

ARTICLE 7 Powers of the Agency

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;

- 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and
 - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 Number of directors
There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 Acceptance of Appointment by directors
Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.
- 8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:
 - 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
 - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.
 - 8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.
 - 8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.
 - 8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.
 - 8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
 - 8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.
 - 8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

- 8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9
Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

ARTICLE 10
Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11
Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12
Responsibility of the Agency

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;

- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13 **Responsibilities of Members**

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14
New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.
- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15
Defense of Agents

- 15.1 For purposes of this article, "agent" means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16
Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
 - 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17
Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to

terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.

- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.
- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition

of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

- 19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

**ARTICLE 25
Severability**

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

**ARTICLE 26
Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

**ARTICLE 27
Conflicts**

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence.”

**Article 28
Supersession**

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency.”

**Article 29
Signature in Counterparts**

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

**Article 30
Section Headings**

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31
Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**Article 32
Time**

Time is of the essence in this Agreement and each and every provision hereof.

**ARTICLE 33
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

(Member Name)

By _____
Peter King, AWC CEO

By _____

_____, Mayor
(Printed name)

Date _____

Date _____



Draft TransPOL Meeting Agenda

April 18, 2019 | 3:15-4:45 PM | Kitsap Transit 3rd Floor Conf. Room, 60 Washington Ave. Bremerton

Purpose: Review projects to be submitted to the Rural Town Centers and Corridors competition, and receive updates on the WA Legislative Session regarding transportation.

. Welcome and Business (10 min)

Objective: Maintain the business and operations of KRCC.

- Latest [2019 KRCC calendar](#) (pg 2)
- Approval of draft [September 20, 2018 meeting summary](#), sent out for review on 10/2/2018 (pg 3)
- Review the [KRCC Transportation Program Work Plan](#) (pg)
- Update on [TransTAC Work Plan](#) (pg)

. Rural Town Centers and Corridors Competition (30 min)

Objective: Review the projects being submitted to the Rural Town Centers and Corridors Competition

- Overview of the Puget Sound Regional Council's (PSRC) [Rural Town Centers and Corridors Competition](#) (pg -)
- Review the projects being submitted from Kitsap jurisdictions:
 - 1: [City of Poulsbo Complete Streets Plan](#) (pg)
 - 2: [Kitsap County Alaska Avenue](#) (pg 1)
 - 3: [Kitsap County SR 104 Realignment-Kingston](#) (15)

Note: A vote is not required prior to individual jurisdictions submitting their projects to the RTCC competition.

C. Legislative Updates (15 min)

Objective: Review actions taken by the WA Legislature re: transportation

- Round robin discussion of transportation-related legislation under consideration by the WA Legislature

D. Corridor Updates (10 min)

Objective: Share updates on corridor projects.

- SR 305, SR 16/Gorst, SR 104, Others

E. PSRC Transportation Policy Board Updates (10 min)

Objective: Stay current with PSRC transportation activities.

- Report out on the April 11 Transportation Policy Board meeting.

F. Announcements and Next Steps (10 min)

Objective: Ensure follow up on proposed ideas and tasks.

- Next TransPOL meeting: July 18, 2019

G. Public Comments (5 min)

H. Adjourn



Kitsap Regional Coordinating Council

Land Use Planning Policy Committee (PlanPOL) Meeting Agenda

May 21, 2019 | 1:30 – 3:00 p.m. | Kitsap Transit, 60 Washington Ave. Bremerton, WA
V.5-2-19

Objective: KRCC PlanPOL provides recommendations and guidance to the KRCC Board regarding countywide and regional land use planning efforts.

Topic	Page #
<p>1. Welcome & Business <i>Objective: Maintain the business and operations of KRCC.</i></p> <ul style="list-style-type: none"> a. Review the draft 2019 meeting calendar b. Review and approve the draft 2/21/19 PlanPOL Summary c. Proposed KRCC Board retreat approach 	<p>KRCC Meeting Calendar (pg) Feb 21 PlanPOL Meeting Summary (pg)</p>
<p>2. 2019 KRCC Land Use Program Status Tracker <i>Objective: Plan a coordinated approach for the year ahead.</i></p> <ul style="list-style-type: none"> a. Review updates on the KRCC's 2018-2019 <u>draft</u> work plan with a focus on the Land Use Program 	<p>Draft proposed Land Use Program Status Tracker (pg)</p>
<p>3. Kitsap Countywide Planning Policies (CPPs) <i>Objective: Support communication among KRCC Committees on the process to update the Countywide Planning Policies.</i></p> <ul style="list-style-type: none"> a. Review updates to the Countywide Planning Policies (CPPs) b. Discuss steps for finishing amendments to Kitsap County CPPs Element C: Centers of Growth in 2019 	<p>Kitsap CPPs Element C: Centers of Growth and Vision Statement (pg)</p>
<p>4. VISION 2050 Draft Population Allocation Estimates <i>Objective: Support PSRC growth allocation efforts.</i></p>	<p>PSRC Updates (Paul Inghram)</p>
<p>5. Public Comments</p>	
<p>6. Announcements and Next Steps <i>Objective: Ensure follow-up on proposed ideas and tasks.</i></p> <ul style="list-style-type: none"> a. Next PlanPOL meeting: June 18, 2019 (Berk Consulting to attend) b. Others? 	
<p>7. Adjourn</p>	



Kitsap Regional Coordinating Council

Land Use Technical Advisory Committee (LUTAC) Meeting Agenda
Norm Dicks Government Center (6th Floor) - 345 6th St, Bremerton, WA
98337 March 14, 2019 | 1:30 p.m. – 3:30 p.m.

Draft v.4-5-19

Meetings Purposes:

- Convene LUTAC to continue discussing approach to update the Kitsap Countywide Planning Policies (CPPs).
- Receive updates on the Buildable Lands Report process.

A. Welcome and Business (10 min)

- Introductions
- Review/accept draft [March 14 Meeting Summary](#) (packet pg. 2)
- Updates on KRCC Affordable Housing Task Force meeting #2 (verbal updates)

B. Amendments to Kitsap Countywide Planning Policies (CPPs) (75 min)

- Discuss updates to the CPPs
 - Memo re: [Countywide Centers and Local Centers from Jim and Nick](#) (packet pg 5)
 - Reference: [Draft update of Kitsap CPPs from January 10 meeting](#) (packet pg.)
- Review the process moving forward if (a) LUTAC is able to reach consensus on recommendations to PlanPOL regarding the CPPs, or if (b) LUTAC is not able to reach consensus on the CPP recommendations.

C. Buildable Lands Presentation and Discussion (20 min)

- Peter Best, Senior Planner Kitsap County [Draft Agreement Outline](#) (packet pg.) and [Kitsap County GMA Presentation](#) (packet pg.)

D. Review Approach for May 21 PlanPol Meeting (10 min)

E. Wrap Up, Next Steps (5 min)

- Emerging issues and other roundtable updates
- Review KRCC [Land Use Program Status Tracker](#) (packet pg. 8)
- Review action items from the meeting
- Next LUTAC meeting: May 9, 2019
- Next PlanPOL meeting: May 21, 2019

F. Adjourn



**PUGET SOUND REGIONAL COUNCIL (PSRC) UPDATES FOR THE
KITSAP REGIONAL COORDINATING COUNCIL (KRCC)
PSRC BOARDS v.04/24/19**



Executive Board

Date of Next Meeting: **June 27, 2019** • 10:00 – 11:30 a.m.

Topics from Meeting: **April 25, 2019** (packet posted [here](#)):

- Committee Reports
- Consent: Approve Minutes; Approve Vouchers in the Amount of \$906,703.07; Approve Membership for Town of Wilkeson; Adopt Routine Amendment to the 2019-2022 Transportation Improvement Program; Authorize a Change in the Regional Transportation Improvement Program; Authorize a Change in the Regional Transportation Plan Project Status for the City of Sumner SR 410/Traffic Avenue Interchange Project; Authorize a Change in the Regional Transportation Plan Project Status for the Kitsap Transit Bremerton to Downtown Seattle Passenger-Only Ferry Project; Approve Transportation Policy Board Chair Appointment
- Discussion: Arlington-Marysville Manufacturing/Industrial Center Designation Application; A Conversation with University of Washington President Ana Mari Cauce

Contact: Sheila Rogers - srogers@psrc.org; **KRCC Members:** Commissioner Garrido, Mayor Erickson, Commissioner Bozeman, Mayor Wheeler; Alternates: Commissioner Gelder, Mayor Putaansuu, Commissioner Strakeljahn, Commissioner Stokes, Councilmember Gorman

Transportation Policy Board (TPB)

Date of Next Meeting: **May 9, 2019** • 9:30 – 11:30 a.m.

Topics from **April 11, 2019** Meeting (agenda posted [here](#)):

- Consent: Approve Minutes of TPB Meeting held 2/14/19; Routine Amendment to the 2019-2022 Transportation Improvement Program; Recommend Authorizing a Change in the Regional Transportation Plan Project Status for the City of Sumner SR 410/Traffic Ave. Interchange Project; Recommend Authorizing a Change in the Regional Transportation Plan Project Status for the Kitsap Transit Bremerton to Downtown Seattle Passenger Only Ferry Project
- Discussion: Community Transit Swift Green Line Opening & Snohomish County Supporting Projects
- Discussion: Report on Alaskan Way Viaduct and Related Projects
- Project Tracking and Delivery Report

Contact: Casey Moreau - cmoreau@psrc.org

KRCC Members: Mayor Erickson, Councilmember Ashby, Commissioner Gelder, Councilmember Mills, Mayor Wheeler, John Powers; Alternates: Commissioner Garrido, Councilmember Tirman, John Clauson, Commissioner Bozeman, Councilmember Gorman

Growth Management Policy Board (GMPB)

Date of Next Meeting: **May 2, 2019** • 10:00 a.m. – 12:00 p.m.

Topics from **April 4, 2019** Meeting: (packet posted [here](#)):

- Consent: Approve Minutes of GMPB Meeting held 3/7/19
- Discussion: Arlington-Marysville MIC Application; Regional Growth Strategy Preferred Alternative Development; VISION 2050: Development Patterns Chapter; VISION 2050: Transportation Chapter; VISION 2050: Economy Chapter; VISION 2050: Public Services Chapter
- Information: General Assembly Save the Date

Contact: Kristin Mitchell – kmitchell@psrc.org

KRCC Members and Affiliates: Rob Purser, Commissioner Wolfe, Mayor Putaansuu, Mayor Wheeler; Alternates: Commissioner Garrido, Councilmember Diener, Thomas Ostrom, Councilmember Peltier, Councilmember Gorman

Economic Development Board

Date of Next Meeting: **May 1, 2019** • 1:00 – 3:00 p.m.

Topics from **February 6, 2018** Meeting: (packet posted [here](#)):

- Consent: Approve Vouchers in the Amount of \$3,369.58
- Action: Ratify Executive Committee for the 2019-2020 Term
- Discussion: Global Trade and Supply Chain Management Sector Economic Analysis; Washington State Global Health Landscape Study
- Information: Amazing Place Implementation Update; VISION 2050 SEIS Open Houses

Contact: Tammi Chick – tchick@psrc.org

KRCC Members And Affiliates: Commissioner Garrido, Councilmember Stern, Commissioner Strakeljahn, Mayor Wheeler; Alternates: Commissioner Wolfe, Councilmember Mills, Commissioner Stokes, Councilmember Cucciardi, , Councilmember Gorman

Operations Committee (OC)

Date of Next Meeting: **June 27, 2019** • 9:30 – 9:50 a.m. Topics from **April 25, 2019** Meeting: (packet posted [here](#)):

- Consent Agenda: Approve minutes of 3/28/19 meeting; Approve Vouchers Dated 3/18/19 – 4/15/19 in the Amount of \$906,703.07
- Action: Approve Membership for Town of Wilkeson
- Discussion: Procurement for Ongoing Administrative Service Contracts; Monthly Budget Progress Report; Contract Status Report; Completed Contracts; Grant Status Report

Contact: Casey Moreau - cmoreau@psrc.org; **KRCC Members:** Mayor Erickson, Commissioner Bozeman; Alternates: Commissioner Gelder



**PUGET SOUND REGIONAL COUNCIL (PSRC) UPDATES FOR THE
KITSAP REGIONAL COORDINATING COUNCIL (KRCC)
PSRC COMMITTEES v.4/24/19**



Regional Staff Committee (RSC)

Date of Next Meeting: **May 16, 2019** • 9:30 – 11:30 a.m.

Topics from **April 18, 2019** Meeting: (packet posted [here](#)):

- Reports: Meeting Summary for 3/21/19; PSRC Board Reports; Updates from PSRC Planning Department
- Discussion: Arlington-Marysville MIC Designation; VISION 2050 Regional Collaboration Chapter; VISION 2050 Regional Growth Strategy; Puget Sound Trends
- Information: 2019 Regional Staff Committee Schedule

Contact: Tammi Chick – tchick@psrc.org

KRCC Affiliates: Eric Baker, Nick Bond, Ed Coviello, Andrea Spencer, Karla Boughton, Ike Nwankwo; Alternates: Jim Bolger, Gary Christensen

Regional FTA Caucus

Date of Next Meeting: **May 8, 2019** • 10:30 a.m. – 12:00 p.m.

Topics from **December 11, 2018** Meeting: (packet posted [here](#)):

January and February Meetings Cancelled

- Action: Approval of 6/12/18 Meeting Summary
- Discussion: 2019 Regional FTA Caucus Planned Meeting Topics
- Discussion: FTA Project Tracking and Progress Reports Update

Contact: Sarah Gutschow - sgutschow@psrc.org

KRCC Affiliates: Steffani Lillie; Alternate: Jeff Davidson

Bicycle/Pedestrian Advisory Committee (BPAC)

Date of Next Meeting: **May 14, 2019** • 10:00 a.m. – 12:00 p.m.

Topics from **March 12, 2019** Meeting: (agenda posted [here](#)):

- Action: Approval of Meeting Summary for 1/8/19
- Discussion: New Voting Member Appointments; BPAC Operating Procedures; Chair and Vice Chair Nominations; ST System Access Fund and System Strategic Plan; Regional Trails Summit Overview; Regional Bike and Pedestrian Data Projects Update;
- Roundtable: Announcements of Bicycle/Pedestrian Activities

Contact: Kimberly Scrivner - kscrivner@psrc.org

KRCC Affiliates: David Forte, Tom Knuckey, Barry Loveless; Alternates: Jeff Shea, Shane Weber, Chris Hammer

Regional Project Evaluation Committee

Date of Next Meeting: **April 26, 2019** • 9:30 a.m. – 11:00 a.m.

Topics from **March 22, 2019** Meeting: (agenda posted [here](#))

- Approve Meeting Summary for 3/22/19
- Transportation Policy Board Debrief
- Discussion: Obligation Delivery Process; 2019 Delivery Target
- Information: Report on Attendance

Contact: Kelly McGourty - kmcgourty@psrc.org

KRCC Affiliates: David Forte, Steffani Lillie, Barry Loveless, Fred Salisbury, Tom Knuckey, Mark Dorsey; Alternates: Diane Lenius, Jeff Shea, Arne Bakker, Jeff Davidson

Transportation Operators Committee (TOC)

Date of Next Meeting: **May 22, 2019** • 10:00 a.m. – 11:30 a.m.

Topics from **April 24, 2019** Meeting: (packet posted [here](#)):

- Approval of Meeting Summary – 2/27/18
- Discussion: PSRC Committee and Board Activities; PSRC Transit Agency Outreach and Update to TOC Operating Procedures; 2019 Transit Integration Report Initiation; Transit Agency Thresholds for High Capacity Transit; Updating Baseline Information for Special Needs Transportation
- Action: Vote on Transit Agency Alternates for the BPAC
- Roundtable: Highlights from Transit Agency and Ferry Operators in the Region

KRCC Affiliates : Steffani Lillie; Alternate: Jeff Davidson

Regional Traffic Operations Committee (RTOC)

Date of Next Meeting: **May 2, 2019** • 9:30 a.m. – 11:00 a.m.

Topics from **March 7, 2019** Meeting (agenda posted [here](#)):

- Presentation: ITS and Safety: A Perfect Partnership
- Discussion: Preliminary Results of Regional ITS Inventory Survey

Contact: Gary Simonson - gsimonson@psrc.org

KRCC Affiliates: Mark Dorsey, Jeff Shea, Shane Weber

Kitsap Regional Coordinating Council Revenue and Expense Report for Work Completed in 2019 (draft)

CASH BASIS

Draft v. 4-24-2019

Budget Month		1	2	3	4	5	6	7	8	9	10	11	12				
Calendar Month	Jan. '19	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan. '20	YTD	Budget	% Budget Year	% Budget
Revenue																	
Member Dues	\$ 17,060.08	\$ 159,235.08	\$ 8,948.08	\$ 7,795.08										\$ 193,038	N/A	N/A	N/A
Events/Receptions		\$ 600													N/A	N/A	N/A
Application Fees															N/A	N/A	N/A
Other															N/A	N/A	N/A
Carry Forward	\$ 9,921.63														N/A	N/A	N/A
Total Revenue	\$ 26,981.71	\$ 159,835.08	\$ 8,948.08	\$ 7,795.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 203,559.95			
Operating Expenses																	
Triangle labor/expenses		\$ 15,930.65	\$ 17,273.65	\$ 18,083.30										\$ 51,287.60	\$ 197,275	25%	26.00%
Legal Services		\$ 822.80												\$ 822.80	\$ 2,000	25%	41.14%
WCIA Insurance	\$ 5,016													\$ 5,016.00	\$ 5,000	25%	100.32%
Room Rentals				\$ 308.00										\$ 308.00	\$ 1,302	25%	23.66%
Reserves														\$ -	\$ 4,500	25%	0.00%
Miscellaneous			\$ 34.88	\$ 1.00										\$ 35.88	\$ 3,841	25%	0.93%
Total Op. Expenses	\$ 5,016.00	\$ 16,753.45	\$ 17,308.53	\$ 18,392.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,470.28	\$ 213,918	25%	26.87%
Net Income														\$ 146,089.67			
Total Reserves*	\$19,500																

□

Note 1 Triangle Associates' invoice in January 2019 was for work completed in 2018 and can be found on the 2018 income statement.

*Note 2 KRCC staff is working with Kitsap County's Budget & Finance Department to confirm the total reserve levels for KRCC.

Note 3 The \$3,000 in West Sound Alliance payments are accounted for under Member Dues