INTERLOCAL AGREEMENT

for the

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

THIS AGREEMENT is made and entered into by and between the undersigned public agencies to establish and jointly participate in the Peninsula Regional Transportation Planning Organization (PRTPO), pursuant to provisions of the Interlocal Cooperation Act of 1967, chapter 39.34 RCW, and the Growth Management Act, chapters 36.70A and 47.80 RCW.

Recitals

WHEREAS, the undersigned public agencies recognize the need and desirability to participate in a forum for cooperative decision making by elected officials of said agencies in order to implement a comprehensive regional transportation planning process; and

WHEREAS, the undersigned public agencies adopt transportation plans; and

WHEREAS, the Growth Management Act authorizes establishment of Regional Transportation Planning Organizations through the voluntary association of local governments within a county, or geographically contiguous counties; and

WHEREAS, it is the belief of the undersigned public agencies that state and regional transportation planning should receive policy direction from all affected governments and special purpose districts and major employers; and

WHEREAS, the undersigned public agencies are authorized and empowered to enter into this agreement pursuant to RCW 47.80.020 and chapter 39.34 RCW; and

WHEREAS, the undersigned public agencies recognize that the Interlocal Agreement (ILA) establishing the PRTPO in 1990 needs to be reviewed and updated to conform to current law and practices, and that now is an opportune time given the impending change of the Lead Planning Agency. This 2019 ILA fully replaces and supersedes the 1990 ILA.

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

Agreement

1. Organization and Membership

The Peninsula Regional Transportation Planning Organization (PRTPO), a separate legal entity, originally established in 1990 and hereby re-established, encompasses the territory physically lying within the counties of Clallam, Jefferson, Kitsap and Mason Counties as authorized by chapter 47.80 RCW and chapter 468-86 WAC.
Voting membership in the PRPTO shall be open to the following public agencies within the boundaries of the PRTPO: all county and city governments, all federally recognized tribes, all port districts organized under title 53 RCW, all transit districts organized under chapter 36.57A RCW, and the WSDOT Olympic Region. Current voting membership belongs to each of the public agencies who have executed this Agreement. New voting members may be added by the execution of this Agreement when approved by the Executive Board.

Nonvoting membership is authorized and encouraged to facilitate cooperative regional transportation planning. Nonvoting membership shall be open to community organizations, employers and other public agencies that are not voting members. Nonvoting membership shall be as approved by the voting membership in accordance with the Bylaws.

2. Purpose and Authority

The purpose of the PRTPO is to fulfill the legislature’s intent to have local jurisdictions, tribes, and the state come together for coordinated transportation planning and to have an interconnected and coordinated transportation system that achieves both statewide and local transportation goals.

To accomplish these purposes, the PRTPO shall have the following authority and duties, as established by chapter 47.80 RCW:

A. Provide a forum for cooperative decision making by the region's elected officials in order to bring about a continuous and comprehensive transportation planning process.

B. Foster cooperation and collaboration among local, state and tribal governments throughout the region.

C. Maintain an ongoing transportation strategy for the region and coordinate actions of local and state government so that we may make the best use of our land, air, water and energy resources and overcome the problems of waste and pollution.

D. Develop and adopt a Regional Transportation Plan that is consistent with countywide planning policies, with county and city transportation plans, and with state transportation plans.

E. Certify that transportation elements of comprehensive plans adopted by Clallam, Jefferson, and Mason Counties and cities therein are consistent with the Growth Management Act and with the PRTPO’s Regional Transportation Plan. Also, where appropriate, certify that their countywide planning policies adopted under RCW 36.70A.210 and the adopted Regional Transportation Plan are consistent.

F. Develop a six-year Regional Transportation Improvement Program (RTIP) for areas within Clallam, Jefferson and Mason counties that proposes regionally significant transportation project and programs and transportation demand measures.
G. Develop a Coordinated Transit-Human Services Transportation Plan and include specific opportunities and projects aimed to advance special needs coordinated transportation.

H. Designate and direct a lead planning agency to coordinate preparation of the Regional Transportation Plan and carry out other responsibilities of the PRTPO as set forth in the Bylaws.

I. Provide assistance to others to develop level of services standards or alternative transportation performance measures and review those standards of GMA counties and cities to promote a consistent regional evaluation of transportation facilities and services.

J. Foster and facilitate cooperation and coordination between other regional transportation planning organizations and metropolitan planning organizations.

K. Foster transportation facilities which encourage economic growth and stability for the region.

L. Provide assistance and information to public agencies in their preparation of local transportation plans.

3. Organization Structure

The PRTPO shall have the following structure as set forth herein and as further described in the Bylaws.

A. Executive Board. An Executive Board is hereby established to be the governing body of the PRTPO. All voting members shall have representation on the Executive Board as described in the Bylaws.

B. Transportation Policy Board. A Transportation Policy Board is hereby established to provide policy advice to the Executive Board on regional transportation issues as provided by RCW 47.80.040. Composition of the Transportation Policy Board shall be determined as provided in the Bylaws.

C. Technical Advisory Committee. A Technical Advisory Committee is hereby established to provide technical advice to the Executive Board on all matters that may come before the Board. Composition of the Technical Advisory Committee shall be determined as provided in the Bylaws.

D. The Executive Board may establish other committees as needed to perform the duties of the PRTPO as provided in the Bylaws.
4. **Bylaws**

Bylaws shall be adopted to carry out the purpose and objectives set forth herein and shall, at a minimum, include schedules and rules for meetings as well as voting structures for the PR TPO and any board or committee thereof. The Bylaws shall initially be adopted by a majority vote of the total members of the organization and shall be amended as provided for in the Bylaws.

5. **Lead Planning Agency**

The PR TPO shall designate a Lead Planning Agency to perform the duties required by chapter 47.80 RCW and such other duties as assigned by the Executive Board.

The duties of the Lead Planning Agency shall include, but not be limited to, the following: provide staff support and coordination for the Executive Board, the Transportation Policy Board and the Technical Advisory Committee; hire, supervise and administer personnel, contractors and consultants as directed by the Executive Board; and provide such information, data, inventories and services as may be necessary to carry out the purposes of the PR TPO.

6. **Fiscal Agent**

The PR TPO shall designate a Fiscal Agent to perform the financial duties as assigned by the Executive Board. These may include, but are not limited to, the collection and disbursement of funds for the purposes of the organization and the provision of information, data, and services as may be necessary to carry out the financial obligations of the PR TPO. At the Executive Board’s discretion, the Fiscal Agent may be the same entity as the Lead Planning Agency.

7. **Financing**

The PR TPO shall be financed in a manner as provided for in the Bylaws and through such local, state, federal, and/or private funding as becomes available. The PR TPO, or the Lead Planning Agency on behalf of the organization, is authorized to apply for such federal, state or private funding of any nature as may become available to assist the PR TPO in carrying out its purposes and functions.

8. **Budget**

The Lead Planning Agency shall develop a budget which will meet the anticipated expenses of the PR TPO for the coming budget year. The Lead Planning Agency shall submit the proposed budget to the Executive Board for review and comment.

9. **Insurance**

The Executive Board shall procure insurance sufficient to provide adequate coverage for the obligations and liabilities of the PR TPO.

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Peninsula Regional Transportation Planning Organization
2019 Interlocal Agreement - 4
10. **Duration**

This Agreement is perpetual unless a member decides to withdraw from the PR TPO pursuant to Section 11 or the members agree to dissolve the PR TPO pursuant to Section 12 of this Agreement.

11. **Withdrawal from the PR TPO**

Any member shall have the right to withdraw from the PR TPO and this agreement by giving six months written notice to the Executive Board. The remaining members agree that such withdrawal will not absolve them of responsibility for meeting financial and other obligations of annual contracts or agreements of the PR TPO. Further, such withdrawal will not affect the continuation of the PR TPO unless the requirements of RCW 47.80.020 are no longer met.

12. **Dissolution of the PR TPO**

The PR TPO may be dissolved at any meeting of the Executive Board by a majority vote of all voting members, so long as all voting members were provided at least six months written notice of the proposed dissolution, or as otherwise provided for in the bylaws, and all voting members were provided an opportunity for comment on the motion.

Upon dissolution of the PR TPO, all liabilities, costs, expenses, and charges validly incurred shall be resolved. If any funds or assets of the PR TPO remain, such shall be returned as provided by law or contract, or distributed as determined by the Executive Board. The debts, liabilities, and obligations of the PR TPO shall not constitute a debt, liability or obligation of any member.

13. **Binding effect**

The undersigned public agencies agree that this Interlocal Agreement is binding and that each will use their best efforts for coordinated and cooperative transportation planning. All tribes expressly agree to a limited waiver of their sovereign immunity for the sole and limited purpose of committing to the terms and obligations of this Interlocal Agreement.

14. **General Terms**

A. **Severability.** If any provision of this Agreement, or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected.

B. **Counterparts.** This agreement may be signed in multiple counterparts, each of which shall be considered the same as an original.

C. **Publishing.** In accordance with RCW 39.34.040, this Agreement shall be made available on the PR TPO website.
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

CITY OF BAINBRIDGE ISLAND:

Morgan Smith, City Manager

Date 5/30/19
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

City of Bremerton:

By: Mayor Greg Wheeler
Date: May 17th, 2019

ATTEST:

By: Angela Woods, City Clerk

APPROVED AS TO FORM:

By: Roger A. Lubovich, Bremerton City Attorney
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Jurisdiction: City of Forks

Tim Fletcher, Mayor

6/10/19

Date

Authorizing Resolution No. 474
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Sissi P. Bruch, Mayor
City of Port Angeles
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

CITY OF PORT ORCHARD:

[Signature]
Robert Putaan\nsuu
Mayor

ATTEST:

[Signature]
Brandy Rinearson, MMC
City Clerk

[Signature]
Sharon Cates
City Attorney

Date
5/10/19
Date
5/15/19
Date
5/14/19

Peninsula Regional Transportation Planning Organization
2019 Interlocal Agreement – Signature Page
IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this ___ day of ________, 20__. 

City of Port Townsend: __________________________

Dated: 5/21/19

David Timmons, City Manager
IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 16 day of May, 2019.

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

ATTEST:

REBECCA ERICKSON, MAYOR

RHIANNON FERNANDEZ CMC, CITY CLERK
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Jurisdiction: City of Sequim

Dennis Smith, Mayor

Date: 4/6/19
IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 4th day of June, 2019.

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

CITY OF SHELTON:

Bob Rogers, Mayor

6/4/2019

Date
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Board of Clallam County Commissioners

Clallam County:

Randy Johnson
Commissioner Mark Ozias, Chair
Randy Johnson Vice-Chair

5/28/19
Date

Approved as to form only by:

Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Kate Dean, Chair

DATE

SEAL

Approved as to form only this 21st day of May, 2019

Philip C. Hunsucker
Chief Civil Deputy Prosecutor

ATTEST:

Carolyn Gallaway
Deputy Clerk of the Board

Monte Reinders P.E.,
County Engineer/Public Works Director
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE
BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA
REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

EDWARD E. WOLFE, Chair

5-13-19

ATTEST:

Dana Daniels, Clerk of the Board
IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 7th day of May, 2019.

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Kevin Shutty, Chair
Randy Neatherlin, Commissioner
Sharon Trask, Commissioner

ATTEST:
Melissa Drewry, Clerk of the Board

APPROVED AS TO FORM:
Tim Whitehead
Chief Deputy Prosecuting Attorney
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 28 day of MAY, 2019.

PORT OF ALLYN COMMISSIONERS:

Scott Cooper, Chair

Ted Jackson, Vice Chair

Judy Scott, Commission
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

PORT OF BREMERTON
A Municipal Corporation

Larry Stokes, Commission President

Cary Bozeman, Commission Vice-President

Axel Strakeljahn, Commission Secretary
IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from

and after this ___ day of __________, 20__.

[signatures to follow]

Jurisdiction: Port of Port Angeles

Karen F. Goschen
Executive Director

5/14/19

Date
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this __________ day of __________, 2019.

PORT OF SHELTON

[Signature]

Dick Taylor, Commissioner
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

CLALLAM TRANSIT SYSTEM:

[Signature]

Kevin E. Gallacci, General Manager

Date: 5/13/19
13. **Binding effect**

The undersigned public agencies agree that this Interlocal Agreement is binding and that each will use their best efforts for coordinated and cooperative transportation planning. All tribes expressly agree to a limited waiver of their sovereign immunity for the sole and limited purpose of committing to the terms and obligations of this Interlocal Agreement.

14. **General Terms**

A. Severability. If any provision of this Agreement, or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected.

B. Counterparts. This agreement may be signed in multiple counterparts, each of which shall be considered the same as an original.

C. Publishing. In accordance with RCW 39.34.040, this Agreement shall be made available on the PRTPO website.

IN WITNESS WHEREOF, this Interlocal Agreement shall have the full force and effect from and after this 18th day of June, 2019.

BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

![Signature]

Tammi Rubert, General Manager
Jefferson Transit Authority

Date: 6/18/19

Authorizing Resolution No. 19-12
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Kitsap Transit

[Signature]

John W. Clauson  
Executive Director

May 8, 2019  
Date
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

MASON TRANSIT AUTHORITY

[Signature]

Danette Brannin, General Manager

Dated: May 21, 2019
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Jurisdiction:

Jamestown S’Klallam Tribe

W. Ron Allen
Tribal Chairman/CEO

4/29/2019

Date
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO
BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE
PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Frances G. Charles, Chairwoman
Lower Elwha Klallam Tribe

05/20/2019
Date
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Makah Tribe

[Signature]
John Ides, Sr.
Makah Tribal Chairman

5-6-19
Date
Guidance for Signing the PRTPO ILA

Signing the Agreement

Please insert a signature block onto the signature page of the ILA substantially in the form below. Add additional blocks if you require more than one signature to execute the agreement.

Jurisdiction:

[Signature]
Name: Charles Miller  Title: Chair, Skokomish Tribal Council

Date: 7-19-19

Returning the Signed ILA

Please email a scanned version of signature page to Carla Sawyer carlasawyer@progressionsconsulting.com.

Please also send by USPS an original of the signature page to:

Jill Boltz
Kitsap Transit / Clerk of the Board
60 Washington Avenue, Suite 200
Bremerton, WA 98337

Skokomish Tribal Council
Resolution No. 2019-088
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

Squaxin Island Tribe

[Signature]
Arnold Cooper
Chairman

5/31/2019
Date
BY THE SIGNATURE OF THE UNDERSIGNED PUBLIC AGENCY, IT AGREES TO BE BOUND BY THE TERMS OF THE 2019 INTERLOCAL AGREEMENT OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.

John Wynands  
Region Administrator  

6/3/19  
Date