



PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

RESOLUTION 05-2021

Approving the SFY 2022-2023 Fiscal Agent Agreement with Jefferson Transit

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is the state-designated Regional Transportation Planning Organization (RTPO) for the Peninsula region, established through an Interlocal Agreement and Bylaws in 1990 that were updated and reaffirmed by its members in 2019 when the PRTPO became independent from the Washington State Department of Transportation; and

WHEREAS, the PRTPO desires to appoint a Fiscal Agent with certain administrative and financial duties as provided for in the PRTPO's Interlocal Agreement and Bylaws; and

WHEREAS, Jefferson Transit Authority possesses the necessary qualifications to serve as the Fiscal Agent and is willing to serve in this capacity to the PRTPO; and

WHEREAS, an Agreement for Fiscal Agent services for State Fiscal Years 2022-23 has been reviewed by both parties and found to be acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BOARD OF THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

THAT the Fiscal Agent Agreement with Jefferson Transit be approved as per the attached document to provide authorized administrative and financial services to the PRTPO in delivering its State Fiscal Year 2022-23 Unified Planning Work Program; and

THAT the Fiscal Agent is authorized to submit necessary invoices and reports to the WSDOT and administer financial activities on behalf of PRTPO.

APPROVED, this 15th day of October 2021.

ATTEST:

A handwritten signature in black ink, appearing to read "Bek Ashby", is written over a horizontal line.

Bek Ashby, Chair

ATTEST:

A handwritten signature in black ink, appearing to read "Randy Neatherlin", is written over a horizontal line.

Randy Neatherlin, Vice-Chair

AGREEMENT FOR FISCAL AGENT SERVICES

between

PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION
and
JEFFERSON TRANSIT AUTHORITY

THIS AGREEMENT is made between the Peninsula Regional Transportation Planning Organization and Jefferson Transit Authority for the provision of fiscal agent services.

Recitals

WHEREAS, the Peninsula Regional Transportation Planning Organization (PRTPO) is a voluntary regional transportation and planning organization made up of various transportation-oriented public agencies in the counties of Clallam, Jefferson, Kitsap, and Mason. The PRTPO is authorized by chapter 47.80 RCW and formed as a separate legal entity under an Interlocal Agreement (ILA) pursuant to chapter 39.34 RCW;

WHEREAS, Jefferson Transit Authority (JTA) is a public transportation benefit area formed pursuant to RCW 36.57A and is a member of the PRTPO;

WHEREAS, the ILA authorizes the PRTPO to designate a fiscal agent to perform certain administrative and financial duties as identified in the ILA and Bylaws of the PRTPO; and

WHEREAS, Jefferson Transit Authority possesses the necessary qualifications to serve and is willing to serve as the fiscal agent of the PRTPO.

Agreement

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

1. Fiscal Agent designation

The parties agree that Jefferson Transit Authority shall be the Fiscal Agent for the Peninsula Regional Transportation Planning Organization. The Fiscal Agent shall act on behalf of the PRTPO Executive Board and only as directed by the Executive Board.

2. Responsibilities of Jefferson Transit Authority

JTA shall be responsible for carrying out the following duties in accordance with the ILA, the PRTPO Bylaws, and any applicable policies or procedures of the PRTPO, as well as applicable federal, state and local law.

- A. Maintain a fund known as the PRTPO Fund for the deposit and withdrawal of PRTPO moneys in accordance with RCW 43.09.210.
- B. Collect money and make deposits into such fund as provided and directed by the PRTPO.
- C. Issue warrants, electronic payments, cash transmittals or other disbursements on behalf of PRTPO and upon PRTPO's instruction for such payments in accordance with the approved Unified Planning Work Program and Budget (UPWP).
- D. Prepare monthly invoices for expenses incurred for the review and approval of the PRTPO before submission to WSDOT.
- E. Ensure that the PRTPO Fund is maintained in accordance with the Budgeting Accounting & Reporting System (BARS) and RCW 43.09.200.
- F. Maintain software adequate to track PRTPO finances.
- G. Make regular reports to the PRTPO regarding PRTPO finances at least yearly or monthly as requested by the PRTPO. The reports shall include a summary of work performed during the course of the year and costs incurred.
- H. Maintain correct and complete financial books and records related to the PRTPO Fund.
- I. Cooperate with and responding to any independent audit conducted on the PRTPO Fund in coordination with PRTPO.
- J. Provide all information, data, and services as may be necessary to carry out the financial obligations of the PRTPO.
- K. Perform such other financial duties as may be assigned by the PRTPO.

All invoices for services and other PRTPO-related deposits and withdrawal direction from the PRTPO should be addressed to Jefferson Transit Authority for processing at the following address:

Jefferson Transit
Tammi Rubert, General Manager
63 Four Corners Road
Port Townsend, WA 98368

3. Responsibilities of the Peninsula Regional Transportation Planning Organization

The PRTPO agrees that it shall be responsible for:

- A. Submitting proper documentation for deposits and withdrawals of PRTPO moneys into and from the PRTPO Fund as approved by the PRTPO.
- B. Complying with any and all laws, regulations, ordinances and grant funding requirements, including but not limited to RCW 43.09.210, fiscal reporting, monitoring and record retention.
- C. Cooperating with and responding to any independent audit conducted on the PRTPO fund in coordination with JTA.

4. Compensation

A. Amount

JTA will be compensated for its actual direct and related indirect costs for performing the duties and responsibilities under this Agreement. The rate and total compensation under this Agreement shall not exceed the budgeted amounts approved in the adopted UPWP. All costs must be consistent with the cost principals contained in 2 CFR 200 when federal funds are used.

All out-of-state travel must have prior written approval of the PRTPO to be eligible for reimbursement. Current Washington State Department of Transportation (WSDOT) travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

Any equipment purchased under this Agreement must be purchased, managed, and disposed of in accordance with 2 CFR 200 when federal funds are used.

B. Invoices

At least once a quarter and not more than once a month, JTA will receive a RTPO Planning Invoice Voucher and RTPO Unified Planning Work Program (UPWP) Activity Detail form from the Lead Planning Agency (LPA) detailing LPA work and request for payment. JTA shall amend the Invoice Voucher and Activity Detail to include any charges incurred by JTA for services they performed on behalf of the PRTPO. JTA shall maintain back up documentation for any charges they include on the Invoice Voucher.

JTA shall then submit the consolidated RTPO Planning Invoice Voucher and Activity Detail to the Executive Committee for approval prior to submission to WSDOT. The PRTPO shall review and approve each invoice in an expeditious manner. Promptly following PRTPO approval, JTA shall submit the invoice for payment to TRCOFiscal@wsdot.wa.gov.

C. Payment

JTA shall maintain appropriate accounting records for the amounts invoiced by the LPA and the FA. Upon receipt of payment from WSDOT, JTA shall promptly disburse funds in accordance with the approved invoice.

5. Records

A. Maintenance

JTA shall maintain all records in support of all costs incurred and actual expenditures in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation (USDOT), and WSDOT. All such records shall be retained by JTA as required under state or federal law or grant agreements. Copies thereof shall be furnished to the PRTPO or WSDOT if requested.

B. Access

All files and other documents maintained by JTA under this Agreement shall be files of the PRTPO and both the PRTPO and WSDOT, and any of their agents or representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all records with respect to all matters covered by this Agreement. Both the PRTPO and WSDOT, and any of their agents or representatives, shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement.

C. Audits

If the applicability of 2 CFR 200 is triggered, JTA shall arrange for audit of funds expended under this Agreement consistent therewith.

6. Indemnification and liability

Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

Solely for the purposes of this provision, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

No liability shall attach to either party or to WSDOT by reason of entering into this Agreement except as expressly provided herein.

7. Insurance

Prior to and during the performance of this Agreement, JTA shall provide the PRTPO with evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of liability insurance, and or errors and omissions insurance, providing coverage of at least \$1,000,000 for liability or errors and omissions in connection with the work to be performed by JTA under this Agreement. JTA shall furnish the PRTPO with a certificate of

insurance and endorsement for review by the PRTPO. The PRTPO shall also be provided 30 days' written notice of any cancellation of such liability insurance.

8. Dispute Resolution

If any dispute arises under this Agreement, the parties shall first engage in an informal attempt to find a mutual resolution to the dispute. If no informal resolution is accomplished, the parties may engage a mediator or a dispute resolution process that is mutually agreeable.

9. Termination


Either party may terminate this agreement with or without cause upon six (6) months written notice to the other party. Termination shall not affect any of the rights or obligations of any party to the other accruing prior to the termination date.

10. Amendment

This Agreement may be amended only in writing and only by agreement by both parties.

11. Notice

Any notice required by this Agreement shall be made in writing to the representatives below:



PRTPO
Peninsula RTPO Chair
c/o Kitsap Transit
60 Washington Street
Bremerton, WA 98337



JTA
Jefferson Transit
Tammi Rubert, General Manager
63 Four Corners Road
Port Townsend, WA 98368

12. Miscellaneous

A. Compliance

JTA shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement, including but not limited to the following:

1. **Equal Employment Opportunity.** JTA agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records.
2. **Title 6, Civil Rights Act of 1964.** JTA will comply with 49 CFR Part 21, which are regulations of the US Department of Transportation relative to nondiscrimination in federally assisted programs. As provided therein:

- i. JTA shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- ii. JTA shall not participate either directly or indirectly in prohibited discrimination, including employment practices when the contract covers a program set forth in Appendix A-11 of 49 CFR Part 21.
- iii. In all solicitations, either by competitive bidding or negotiation and including for procurements of materials or equipment, JTA shall notify each potential subcontractor or supplier of the obligations under this Agreement and 49 CFR Part 21 relative to nondiscrimination on the grounds of race, color, or national origin.
- iv. JTA shall provide all information and reports required by 49 CFR Part 21 or any orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined necessary by WSDOT or USDOT or the Federal Highway Administration (FHA) to ascertain compliance with such regulations, orders, and instructions. Where any information required of JTA is in the exclusive possession of another who fails or refuses to furnish this information, JTA shall so certify to WSDOT, or FHA as appropriate, and shall set forth what efforts it has made to obtain the information.
- v. Any noncompliance with the nondiscrimination provisions of this contract, WSDOT shall impose such contract sanctions as it or the FHA may determine to be appropriate.
- vi. JTA shall include the above provision in every subcontract unless otherwise exempt by 49 CFR Part 21 or any orders or instructions issued pursuant thereto. JTA shall also take such action as directed by WSDOT or the FHA to enforce these provisions against any subcontractor, including sanctions for noncompliance. Provided, however, that in the event JTA becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, JTA may request the state to enter into such litigation to protect the interest of the United States.

B. Assignment

JTA shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the PRTPO, and the PRTPO shall review and approve any consultant agreement prior to execution. JTA shall comply with all federal and state laws and regulations governing the selection and employment of consultants. The PRTPO reserves the right to appoint a representative to serve on any consultant selection committee. Subcontracts greater than \$10,000 must contain all the required provisions of this contract.

C. Independent Contractor

JTA shall be deemed an independent contractor for all purposes and the employees of JTA or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of the PRTPO.

D. Integration

This Agreement constitutes the entire agreement between the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, unless expressly referenced herein, will be deemed to exist or bind the parties.

E. Severability

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

13. Effective date and duration

This Agreement shall be effective on July 1, 2021. This agreement shall remain in effect for 2 years unless terminated earlier in accordance with Section 9 or extended by written agreement as set forth in Section 10.

14. Authorization

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

**JEFFERSON TRANSIT
AUTHORITY**



**Tammi Rubert
General Manager**

**PENINSULA REGIONAL
TRANSPORTATION
PLANNING ORGANIZATION**



**Bek Ashby
Chair**