



CITY COUNCIL

AGENDA BILL # AB22-0017

City of Algona
200 Washington Blvd.
Algona, WA 98001

ITEM INFORMATION

SUBJECT: Housing Action Plan Implementation (HAPI) Grant to Adopt a Housing Action Plan	Agenda Date: March 28th, 2022		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
	Police Dept		
	Finance Committee		
Planning Commission			
Civil Service Committee			

Staff Contact: Jessica Griess, City Clerk

Attachments: Award Letter; Draft Resolution; Interagency Agreement with Dept. of Commerce

SUMMARY STATEMENT:

At the direction of the Council and Mayor, Blueline continued to look and apply for grant opportunities. The Housing Action Plan Implementation Grant (HAPI) was one they applied for and won. The grant amount is \$65,000 to assist with increasing urban residential building capacity and streamlining regulations. The funding supports cities to study their housing needs and develop strategies to meet those needs with a Housing Action Plan (HAP). The grant funds would cover the cost of the consultant to perform the steps to complete a HAP on behalf of the City.

In discussion with Eric, The Blueline Group, this would also assist in the costs of our Comprehensive Plan that they are currently working on (due June 2024). A HAP is required under the Growth Management Act (GMA) and this funding will pay for our obligation to the GMA.

This is our second look at this agreement.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

**CITY OF ALGONA
RESOLUTION NO. 1246-22**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE, GROWTH MANAGEMENT SERVICES FOR A HOUSING ACTION PLAN IMPLEMENTATION GRANT.

WHEREAS, the City of Algona regulates the development and use of land within its jurisdiction and plans pursuant to the Growth Management Act (GMA) codified at Chapter 36.70A RCW; and

WHEREAS, in 2019 and 2020, the Washington Legislature passed, and the Governor signed, Engrossed Second Substitute House Bill (E2SHB) 1923 and Substitute House Bill (SHB) 2343, respectively, now codified at RCW 36.70A.600, which provides grant funding to municipalities and encourages various local regulatory changes to increase residential density and affordable housing opportunities; and

WHEREAS, the City Council desires to enter into the attached Interagency Agreement with the Washington Department of Commerce, Growth Management Services for Housing Action Plan Implementation Grant to Adopt a Housing Action Plan for the purpose of obtaining grant funding to facilitate the City's promulgation and adoption of a local Housing Action Plan in accordance with RCW 36.70A.600(2);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of Interagency Agreement; Execution Authority. The City Council hereby approves the Interagency Agreement with the Washington State Department of Commerce, Growth Management Services for "Housing Action Plan Implementation (HAPI) Grant to Adopt a Housing Action Plan" in substantially the form provided in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. The Mayor is hereby authorized to execute said Amendment on behalf of the City, inclusive of any minor revisions deemed reasonably necessary and appropriate by the Mayor.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

PASSED by the City Council of the City of Algona, at its regular meeting thereof this ____ day of _____, 2022.

CITY OF ALGONA, WASHINGTON

David E. Hill, Mayor

(SEAL)

ATTEST:

Jessica Griess, City Clerk

EXHIBIT A



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

October 28, 2021

City of Algona
200 Washington Blvd
Algona, WA 98001
Delivered via Email to mayor@algonawa.gov

RE: Housing Action Plan and Implementation Grant – Increasing Residential Building Capacity

Dear Mayor Hill,

I am pleased to inform you that the city of Algona has been awarded \$65,000 in grant funds for the 2021-23 Biennium to assist with increasing urban residential building capacity and streamlining regulations. The Washington State Legislature created this grant program under Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 348, Laws of 2019), and re-appropriated funding in the 2021 legislative session. This funding supports cities as they study their housing needs and develop strategies to meet those needs with a Housing Action Plan (HAP), or implement housing strategies of an adopted HAP or comparable housing study to increase housing capacity.

This grant will be administered by the Washington Department of Commerce, Growth Management Services (GMS) unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce. Your scope of work and budget under this grant must be consistent with the scope of work and budget included in your grant application or as adjusted with Commerce staff. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 1, 2021, the beginning of the 2021-23 Biennium.

Laura Hodgson, Senior Planner, will be in touch with you in November to develop the contract and answer any questions you may have. Laura can be reached at laura.hodgson@commerce.wa.gov.

Sincerely,

A handwritten signature in black ink that reads "Dave Andersen".

Dave Andersen, AICP
Managing Director
Growth Management Services

cc: Jimmy Griess, Director of Public Works
Troy Linnell, Mayor Pro Tem
Jessica Griess, City Clerk/Treasurer
Gary Idleburg, Senior Planner



Interagency Agreement with

City of Algona

through

Growth Management Services

For

Housing Action Plan Implementation (HAPI) Grant
to Adopt a Housing Action Plan

Start date:

Date of Execution

TABLE OF CONTENTS

Special Terms and Conditions

1.	Authority.....	1
2.	Contract Management.....	1
3.	Compensation.....	1
4.	Billing Procedures and Payment.....	1
5.	Insurance.....	1
6.	Subcontractor Data Collection.....	2
7.	Order of Precedence.....	2

General Terms and Conditions

1.	Definitions.....	3
2.	All Writings Contained Herein.....	3
3.	Amendments.....	3
4.	Assignment.....	3
5.	Confidentiality and Safeguarding of Information.....	3
6.	Copyright.....	4
7.	Disputes.....	4
8.	Governing Law and Venue.....	4
9.	Indemnification.....	5
10.	Licensing, Accreditation and Registration.....	5
11.	Recapture.....	5
12.	Records Maintenance.....	5
13.	Savings.....	5
14.	Severability.....	5
15.	Subcontracting.....	5
16.	Survival.....	6
17.	Termination for Cause.....	6
18.	Termination for Convenience.....	6
19.	Termination Procedures.....	6
20.	Treatment of Assets.....	7
21.	Waiver.....	7

Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 22-63314-103

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Housing Action Plan Implementation (HAPI) Grant**

1. Contractor City of Algona 200 Washington Blvd Algona, WA 98001		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Jimmy Griess <u>David E. Hill</u> Director of Public Works <u>Mayor</u> jimmyg@algonawa.gov <u>mayor@algonawa.gov</u> 253-833-2743		4. COMMERCE Representative Gary Idleburg Senior Planner 360.481.1398 gary.idleburg@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
5. Contract Amount \$65,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2023
9. Federal Funds (as applicable) NA	Federal Agency: NA	CFDA Number NA	
10. Tax ID # NA	11. SWV # SWV0028712	12. UBI # 600-040-041	13. DUNS # NA
14. Contract Purpose Implementation of RCW 36.70A.600 grant funding to address housing affordability through a housing action plan.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Troy Linnell <u>David E. Hill</u> , Mayor Pro Tem City of Algona _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed sixty-five thousand dollars (\$65,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-63314-103.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) Analyze population and employment trends, with documentation of projections;*
- (d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Grant Objective: Develop a housing action plan to assess the community's housing needs, encourage affordable and market-rate housing development within the city, retain existing affordable housing, and minimize displacement

Steps/ Deliverables	Description	Start Date	End Date
Action 1	Housing Needs Assessment	Jan 2022	June 2022
Step 1.1	Analyze population and employment trends, with documentation of projections	Jan 2022	May 2022
Step 1.2	Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households	Jan 2022	May 2022
Step 1.3	Gather and analyze data on existing housing stock (type, size, cost, and age)	Jan 2022	May 2022
Step 1.4	Review and evaluate current housing element and other relevant policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions	Jan 2022	May 2022
Step 1.5	Review land capacity analysis and evaluate ability of current zoning to provide for housing needs and all income brackets	Jan 2022	May 2022
Step 1.6	Analyze effectiveness of current programs, development regulations, and permitting processes related to housing development	Jan 2022	May 2022
Step 1.7	Identify areas that may be at higher risk of displacement from market forces	Jan 2022	May 2022
Step 1.8	Hold joint workshop with Planning Commission and City Council to review draft housing needs assessment and develop goals and objectives	June 2022	June 2022
Deliverable 1	Housing Needs Assessment		July 15, 2022

Action 2	Draft Housing Action Plan		
Step 2.1	Identify stakeholder groups to include in outreach and develop stakeholder survey to gauge barriers to affordable and market-rate housing	Feb 2022	July 2022
Step 2.2	Prepare community survey to identify demands for housing types among current population	Feb 2022	July 2022
Step 2.3	Develop strategies to increase the supply of housing and variety of housing types needed to serve the housing needs identified in the HNA	July 2022	Dec 2022
Step 2.4	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from displacement	July 2022	Dec 2022
Step 2.5	Develop strategies to plan for and accommodate existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations	July 2022	Dec 2022
<u>Step 2.6</u>	<u>Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing and identify policies and regulations to address and begin to undo these impacts</u>	<u>July 2022</u>	<u>Dec 2022</u>
Step 2.7 ⁶	Develop a schedule of programs and actions to implement the recommendations of the housing action plan	July 2022	Dec 2022
Deliverable 2a	Summary of public engagement results		Dec. 15, 2022
Deliverable 2b	Draft Housing Action Plan		Dec. 15, 2022
Action 3	Adoption of Housing Action Plan	Dec 2022	June 2023

Attachment A

Step 3.1	Present draft HAP and hold public hearing before the Planning Commission, make changes as needed	Jan 2023	Feb 2023
Step 3.2	Present draft HAP before the City Council, make changes as needed	March 2023	April 2023
Step 3.3	Prepare resolution for Council adoption	May 2023	May 2023
Deliverable 3	Adopted Housing Action Plan		June 15, 2023

Budget

Grant Objective:	Commerce Funds
Deliverable 1. Housing Needs Assessment	\$30,000
Deliverable 2a. Summary of public engagement results	\$7,000
Deliverable 2b. Draft Housing Action Plan	\$13,000
Deliverable 3. Adopted Housing Action Plan	\$15,000
Total:	\$65,000

NOTE: The final Deliverable(s) for this grant represents a minimum of twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).