

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Accept \$94,000 in Department of Commerce Grant Funding for Creation of a Housing Action Plan
DEPARTMENT:	Planning and Community Development
PRESENTED BY:	Nora Gierloff, Planning Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Staff is requesting that Council authorize the City Manager to execute an interagency agreement with the Washington State Department of Commerce for a \$94,000 Growth Management Services Grant that funds creation of a Housing Action Plan for Shoreline. The grant funds would allow the City to hire a consultant to complete a Housing Action Plan that would include performing a deeper analysis of existing housing conditions (Housing Needs Assessment), evaluating the effectiveness of the current incentives, identifying additional housing tools and types (Housing Toolkit), expanding public outreach efforts, and developing a prioritized schedule of strategies to address community housing needs (Housing Action Plan). This work would also set the stage for an update to the Housing Element of the Comprehensive Plan, which is due to occur by 2023.

Staff applied for the competitive grant on September 30, 2019 and notification of the grant offer was received on November 6, 2019. The grant agreement will expire on June 15, 2021. In accordance with the City's purchasing policies, Council authorization is required in order for staff to obligate grant funds exceeding \$50,000.

FINANCIAL IMPACT:

The City will issue an RFP to hire a consultant team with expertise in working with demographic, income and property data, facilitating public outreach and analyzing housing policy to develop the Housing Action Plan. Costs for each task have been estimated based on contracts for similar housing analysis work performed for the cities of Tacoma and Edmonds so it is anticipated that the grant funding will cover the entire scope of work. All in-house City staff work including project management, preparation and mailing of notices, meeting and open house attendance, review of deliverables, and grant management would be an in-kind contribution to the project.

RECOMMENDATION

Staff recommends that the Council move to authorize the City Manager to execute an interagency agreement with the Department of Commerce for a \$94,000 Growth Management Services Grant that funds creation of a Housing Action Plan for Shoreline.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

As of 2017, over one-third of Shoreline's households paid 30% or more of their income for housing costs. Among renters 43% are cost burdened, with 22% extremely cost burdened, and among homeowners, 29% are cost burdened, with 10% extremely burdened. The vast majority of the new housing under construction in Shoreline is higher cost townhouses and rental apartments, so these cost-burdened numbers will likely increase without action to increase affordable housing preservation and production. Shoreline has adopted a progressive set of regulations and incentives for housing in its station areas and has seen rapid redevelopment as a result.

DISCUSSION

Staff is requesting that Council authorize the City Manager to execute an interagency agreement with the Washington State Department of Commerce (Attachment A) for a \$94,000 Growth Management Services Grant that funds creation of a Housing Action Plan for Shoreline.

The grant funds would allow the City to hire a consultant to complete a Housing Action Plan that would include performing a deeper analysis of existing housing conditions (Housing Needs Assessment), evaluating the effectiveness of the current incentives, identifying additional housing tools and types (Housing Toolkit), expanding public outreach efforts, and developing a prioritized schedule of strategies to address community housing needs (Housing Action Plan). This work would also set the stage for an update to the Housing Element of the Comprehensive Plan, which is due to occur by 2023.

The Action Plan will evaluate the effectiveness of incentives and regulations and make recommendations for fine tuning or adding additional tools. The Plan will also explore how to ensure that the current rapid growth in the City's housing stock does not leave out our cost-burdened residents, including those in the "missing middle" earning 80% to 120% AMI. The Council has specifically mentioned cottages, tiny houses and more options for ADUs as areas to explore. By developing options for additional housing types for densities between single family and mid-rise apartments Shoreline could diversify its housing stock and promote infill in lower density residential zones.

Staff applied for the competitive Department of Commerce grant on September 30, 2019 and notification of the grant offer was received on November 6, 2019. The grant agreement will expire on June 15, 2021. In accordance with the City's purchasing policies, Council authorization is required in order for staff to obligate grant funds exceeding \$50,000.

COUNCIL GOAL(S) ADDRESSED

This project helps to implement City Council Goal 1: Strengthen Shoreline's economic climate and opportunities. The Council goals include an action step of "Encourage affordable housing development in Shoreline and engage the community to determine which additional housing types and policies may be appropriate for Shoreline and codify standards for selected styles."

FINANCIAL IMPACT

The City will issue an RFP to hire a consultant team with expertise in working with demographic, income and property data, facilitating public outreach and analyzing housing policy to develop the Housing Action Plan. Costs for each task have been estimated based on contracts for similar housing analysis work performed for the cities of Tacoma and Edmonds so it is anticipated that the grant funding will cover the entire scope of work. All in-house City staff work including project management, preparation and mailing of notices, meeting and open house attendance, review of deliverables, and grant management would be an in-kind contribution to the project.

RECOMMENDATION

Staff recommends that the Council move to authorize the City Manager to execute an interagency agreement with Commerce for a \$94,000 Growth Management Services Grant that funds creation of a Housing Action Plan for Shoreline.

ATTACHMENT

Attachment A: Interagency Agreement Between the City of Shoreline and the Department of Commerce for HB 1923 Grant to Adopt a Housing Action Plan



Department of Commerce

Attachment A

Interagency Agreement with

City of Shoreline

through

Growth Management Services

For

E2SHB 1923 Grant to adopt a housing action plan

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 20-63314-024

**Washington State Department of Commerce
Local Government Division
Growth Management Services
HB 1923 Grant**

1. Contractor City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Nora Gierloff Planning Manager (206) 801-2551 ngierloff@shorelinewa.gov		4. COMMERCE Representative Valerie Smith Senior Planner (360) 725-3062 valerie.smith@commerce.wa.gov	
5. Contract Amount \$94,000		6. Funding Source State of Washington	
		7. Start Date Date of Execution	8. End Date June 30, 2021
9. SWV # SWV0009391-00		10. UBI # 601-638-167	
11. Contract Purpose E2SHB 1923 (2019) grant funding to address housing affordability.			
12. 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 _____ Debra S. Tarry, City Manager City of Shoreline _____ 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
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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 **ninety-four thousand dollars (\$94,000)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. 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 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 20-63314-024. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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.

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 28, 2019, the effective date of Engrossed Second Substitute House Bill 1923 (2019). 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.

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Disallowed Costs

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

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE. However, the final deliverable for this grant must be remain thirty percent (30%) of the total grant award and payment for this final deliverable is contingent upon submittal of a copy of the final, adopted local action.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

6. INSURANCE

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

7. 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.

8. OWNERSHIP OF MATERIALS DISCLAIMER

Under Section 6 – "Copyright", in the General Terms and Conditions, COMMERCE does not retain an ownership claim for any original copies of Materials adopted and submitted by the CONTRACTOR.

9. 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
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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.

Up to ten percent of the contract amount for each activity may be moved to another activity without a contract amendment.

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

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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. 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.

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9. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

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

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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 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.

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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.

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.

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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

Steps / Deliverables	Description	End Date
Action 1	Housing Needs Assessment	
Step 1.1	<p>Document Current Conditions</p> <p>Data should document the type and age of housing within the community, and the demographics of the households within the communities. It should look across income segments and identify how many households in each income segment are paying more than 30 percent of their income for housing costs (cost burdened). It should also identify existing housing for special needs populations.</p>	4/30/2020
Step 1.2	<p>Analyze Population and Employment Trends</p> <p>Population analysis should consider whether Shoreline’s growth is on track to accommodate the city’s portion of the countywide population allocation projected over the 20-year planning period, along with regional population trends. The analysis should also project population demographics and income levels for the planning period and identify the types and densities of housing that are needed for housing suitable and affordable for all demographic and economic segments. This analysis should specifically consider underserved categories such as senior independent and assisted living. For more information see WAC 365-196-410. Employment trends should look at the jobs in the region, along with the income levels of the jobs, and may consider the jobs/housing balance in the community. Does the new housing stock being built match the future population needs?</p>	5/31/2020
Deliverable 1	Housing Needs Assessment	5/31/2020
Action 2	Housing Toolkit to Address Unmet Housing Needs	
Step 2.1	<p>Analyze Existing Affordable Housing Regulations and Incentives</p> <p>Inventory Shoreline’s current regulatory and financial incentives for affordable housing including parking, density bonuses, height increases, and fee waivers. Quantify the number and, where possible, affordability of units that have been created under Shoreline’s existing zoning and incentives over the past 5 years, including pipeline projects. Identify the most effective measures. Identify incentives that have not been used and regulations that limit or discourage quality, affordable housing.</p>	7/31/2020

Steps / Deliverables	Description	End Date
Step 2.2	<p>Recommend New Tools Identify additional tools relevant to Shoreline’s housing needs including new housing types, incentives, regulations, partnerships and resources. Specific recommendations should be made for “missing middle” housing including cottage housing, tiny houses and ADUs. Describe the purpose and target population for each tool, provide examples from other jurisdictions, and evaluate the feasibility of the tool in Shoreline. Policy actions can be evaluated on whether they are short term, or long term, how effective they are, or whether they have a fiscal impact.</p>	8/31/2020
Step 2.3	<p>Identify Strategies to Minimize Displacement Economic displacement occurs where low-income residents are forced out of traditional low-cost areas as redevelopment occurs and rents rise. Strategies to minimize displacement include preserving existing affordable housing, encouraging greater housing development, including, but not limited to affordable housing (so more housing is available for all income segments), engaging existing residents in identifying strategies, and taking a broader look using regional rather than localized strategies.</p>	8/31/2020
Deliverable 2	Housing Toolkit	8/31/2020
Action 3	Review Housing Element	
Step 3.1	<p>Recommend Updates Evaluate the housing element goals and policies for items that have been implemented/achieved since adoption. Identify whether new comprehensive plan goals or policies are needed to support new tools identified in the Housing Toolkit that promote the size and types of housing that can be affordable to most economic segments of the population. Recommend any new or modified goals and policies needed to address underserved housing types or populations identified in the Housing Needs Assessment.</p>	10/30/2020
Deliverable 3	Housing Element Update Recommendations	10/30/2020
Action 4	Public Outreach and Input	

Steps / Deliverables	Description	End Date
Step 4.1	<p>Invite Comments at Key Points Conduct focus groups or interviews with key stakeholder groups such as housing developers. Invite broad participation from all parts of the community through a survey, open house, public hearing or other means to understand and communicate the issues around housing. Members of the public can provide information and perspective on how the community can meet the state requirements to plan for housing affordable to all economic segments.</p>	3/31/2021
Step 4.2	<p>Visual Communication Create visual aids to communicate the purpose of the project and explain the different tools and policy options through use of diagrams, photographs, infographics, and fact sheets.</p>	4/30/2021
Deliverable 4 A	<p>Develop a communications plan for the project.</p>	4/17/2020
Deliverable 4 B	<p>Conduct innovative public outreach through a variety of techniques.</p>	4/30/2021
Action 5	<p>Housing Action Plan</p>	
Step 5.1	<p>Summary of Findings Summarize the key analysis, comments, issues and recommendations from Tasks 1-4.</p>	3/31/2021
Step 5.2	<p>Non-Project SEPA Analysis Draft a SEPA checklist for the draft Plan, distribute it and respond to comments.</p>	11/30/2020
Step 5.3	<p>Recommended Actions Propose a cohesive set of actions including regulations, incentives, partnerships and policy updates tailored to Shoreline's specific needs and conditions. Include a timeline for accomplishing these changes and budget implications for any consultant support, environmental review, waived fees or staffing necessary for the work.</p>	4/30/2021
Deliverable 5	<p>Housing Action Plan</p>	5/31/2021

Budget

Action / Deliverables	Commerce Funds
<i>Action 1. Housing Needs Assessment</i>	\$11,800
<i>Action 2. Housing Toolkit to Address Unmet Housing Needs</i>	\$24,000
<i>Action 3. Review Housing Element</i>	\$9,000
<i>Action 4. Public Outreach and Input</i>	\$21,000
<i>Action 5. Housing Action Plan</i>	\$28,200
Total:	\$94,000

NOTE: The final deliverable for this grant represents thirty percent (30%) of the total grant award and payment is contingent upon submittal of a copy of the final, adopted local action (ordinance).