

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Enter into an Interagency Agreement with Department of Commerce and to Accept \$100,000 in Grant Funding, and up to \$20,000 in Grant Funding to Contract with Community Based Organizations, to Evaluate the Appropriateness of Adding Middle Housing Development Types in Zones Which Currently Only Allow Single-Family Development
DEPARTMENT:	Planning and Community Development
PRESENTED BY:	Andrew Bauer, 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:

The 2022 Comprehensive Plan amendment docket approved by the City Council in April 2022 includes an item to amend the Land Use Element to allow in low density residential zones duplexes, triplexes, and other dwellings, with conditions, that are similar in scale with single family detached homes (i.e. “middle housing”). This amendment is being incorporated into the 2024 Comprehensive Plan update.

Staff is requesting the City Council to authorize the City Manager to execute an Interagency Agreement with the Washington State Department of Commerce and accept a \$120,000 grant to fund work associated with evaluating the appropriateness of adding duplexes, triplexes, and other forms of middle housing types in zones which currently only allow single family development types. The grant funds will be used to hire a consultant team to assist in conducting an analysis of existing policies and regulations, completing a racial equity analysis, conducting community engagement, and developing draft policies and concepts for implementation that will inform the ongoing Comprehensive Plan update.

Tonight, staff is seeking Council authorization for the City Manager to execute an Interagency Agreement with the Department of Commerce, which would expire on June 30, 2023.

FINANCIAL IMPACT:

The \$120,000 grant funds will be used to hire a consultant team to assist in conducting an analysis of existing policies and regulations, completing a racial equity analysis, conducting community engagement, and developing draft policies and concepts for implementation that will inform the ongoing Comprehensive Plan update. Of the \$120,000 grant, up to \$20,000 is to be used to subcontract with Community Based Organizations as part of the engagement process. City staff work, including project

management, meeting and open house attendance, review of deliverables, and grant management, would be an in-kind contribution to the grant-funded project.

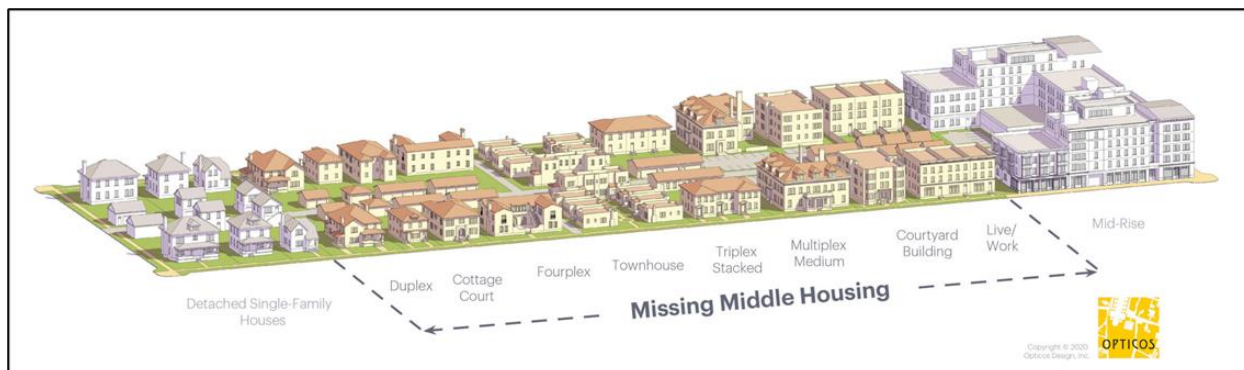
RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Interagency Agreement with Department of Commerce and accept \$120,000 in grant funding to evaluate the appropriateness of adding middle housing development types in zones which currently only allow single-family development.

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

BACKGROUND

Middle housing is a range of house-scale buildings with multiple dwelling units – compatible in scale and form with single-family homes. Middle housing includes duplexes, triplexes, cottage housing, fourplexes, townhomes, etc.



Middle Housing (credit: Opticos)

The 2022 Comprehensive Plan amendment docket approved by the City Council in April 2022 includes an item to:

“Amend the Land Use Element to explicitly allow duplexes and triplexes and allow with conditions other dwelling types that are similar in scale with single family detached homes, in low density residential zones.”

This amendment is being carried over and incorporated into the Comprehensive Plan update due to its broad scope (approximately 66% of the City is designated low density residential), to leverage State grant funds to support the work, and to allow extensive community engagement.

DISCUSSION

The City has been awarded a Washington State Department of Commerce grant with the objective of evaluating the appropriateness of allowing middle housing types (including duplexes and triplexes) in low density residential zones. This grant will provide resources to analyze existing policies and regulations, conduct community engagement, and develop draft policies for consideration as well as concepts for future implementation through the Development Code.

The work occurring under the middle housing grant will overlap in some areas with the Comprehensive Plan update. For example, middle housing policies have the potential to influence the Land Use, Housing, and Community Design Elements of the Comprehensive Plan. Aligning the engagement and policy work with the broader Comprehensive Plan update is imperative to avoid potential conflicts or misalignment between the goals and policies of the plan.

Middle housing is also one of several strategies identified in the City's Housing Action Plan, adopted by the City Council in May 2021. The work funded by this grant will assist in further implementing the Housing Action Plan.

Staff is requesting that Council authorize the City Manager to execute an Interagency Agreement with the Department of Commerce (Attachment A) and accept a \$120,000 grant that will fund the cost to evaluate the appropriateness of adding middle housing development types in zones which currently only allow single-family development. The grant agreement will expire on June 30, 2023.

COUNCIL GOAL(S) ADDRESSED

This project supports City Council Goal 1:

Goal 1: Strengthen Shoreline's economic climate and opportunities

Robust private investment and economic opportunities help achieve Council Goals by enhancing the local economy, providing jobs and housing choices, and supporting the public services and lifestyle amenities that the community desires and expects.

FINANCIAL IMPACT

The \$120,000 grant funds will be used to hire a consultant team to assist in conducting an analysis of existing policies and regulations, completing a racial equity analysis, conducting community engagement, and developing draft policies and concepts for implementation that will inform the ongoing Comprehensive Plan update. Of the \$120,000 grant, up to \$20,000 is to be used to subcontract with Community Based Organizations as part of the engagement process. City staff work, including project management, meeting and open house attendance, review of deliverables, and grant management, would be an in-kind contribution to the grant-funded project.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Interagency Agreement with Department of Commerce and accept \$120,000 in grant funding to evaluate the appropriateness of adding middle housing development types in zones which currently only allow single-family development.

ATTACHMENTS

Attachment A: Interagency Agreement with Department of Commerce



Interagency Agreement with

City of Shoreline

through

Growth Management Services

For

Middle Housing Grant

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 23-63326-022

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Middle Housing Grant**

1. Contractor City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133		2. Regional planner Matt Ojennus Senior Planner 360-292-3435 matthew.ojennus@commerce.wa.gov N/A	
3. Contractor Representative Andrew Bauer Planning Manager 206-801-2513 abauer@shorelinewa.gov		4. COMMERCE Representative Dave Osaki Senior Planner (360) 725-3133 dave.osaki@commerce.wa.gov	
5. Contract Amount \$120,000		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 # 0009391-00	12. UBI # 601-638-167	13. DUNS # NA
14. Contract Purpose Implementation of Middle Housing grant for the purpose of funding actions needed to evaluate the adoption of middle housing types on thirty percent (30%) or more of lots that, before this work, only allowed single family development.			
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 _____ Debbie 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
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 one-hundred and twenty thousand dollars (\$120,000) 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 23-63326-022.

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. All contracts with community based organizations must be submitted 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, 2022. 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.

**SPECIAL TERMS AND CONDITIONS
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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.

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
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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.

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
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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.

9. INDEMNIFICATION

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

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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. Subcontracting with multiple community based organizations is encouraged for this granting program. COMMERCE shall approve each community based organization, such approval to be provided in writing.

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 Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a

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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.

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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

SOURCE: Section 189 of [Engrossed Substitute Senate Bill 5693](#), of the supplemental operating budget for fiscal year 2023 is provided solely for Commerce to administer grants to eligible cities for actions relating to adopting ordinances that would authorize middle housing types on at least 30 percent of lots currently zoned as single family residential. For the purposes of this grant program, "middle housing types" include duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats.

- (a) A city is eligible to receive a grant if:
- i. The city is required to plan under RCW 36.70A.040; and
 - ii. The city is required to take action on or before June 30, 2024, to review and, if needed, revise its comprehensive plan and development regulations pursuant to RCW 36.70A.130(5)(a).
- (b) Grant recipients must use grant funding for costs to conduct at least three of the following activities:
- i. Analyzing comprehensive plan policies and municipal code to determine the extent of amendments required to meet the goal of authorizing middle housing types on at least 30 percent of lots currently zoned as single family residential;
 - ii. Preparing informational material for the public;
 - iii. Conducting outreach, including with the assistance of community-based organizations, to inform and solicit feedback from a representative group of renters and owner-occupied households in residential neighborhoods, and from for-profit and nonprofit residential developers;
 - iv. Drafting proposed amendments to zoning ordinances for consideration by the city planning commission and city council;
 - v. Holding city planning commission public hearings;
 - vi. Publicizing and presenting the city planning commission's recommendations to the city council; and
 - vii. Holding city council public hearings on the planning commission's recommendations.
- (c) Before updating their zoning ordinances, a city must use a racial equity analysis and establish antidisplacement policies as required under RCW 36.70A.070(2)(e) through (h) to ensure there will be no net displacement of very low, low, or moderate-income households, as defined in RCW 43.63A.510, or individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.
- (d) Commerce will prioritize applicants who:
- i. Aim to authorize middle housing types in the greatest proportion of zones; and
 - ii. Subcontract with multiple community-based organizations that represent different vulnerable populations in overburdened communities, as defined in RCW 70A.02.010, that have traditionally been disparately impacted by planning and zoning policies and practices, to engage in eligible activities as described in (b) of this subsection.

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

Grant Objective: Evaluate the appropriateness of adding middle housing development types in zones which currently only allow single family development.			
Steps/ Deliverables	Description	Start Date	End Date
Action 1	Existing Conditions and Policy Analysis	September 2022	January 2023
Step 1.1	Kick-off Meeting		
Step 1.2	Analysis of development pattern and regulatory context.		
Step 1.3	Analysis of existing policies and codes surrounding middle housing types such as duplex, triplex, fourplex, etc. Evaluate best practices for implementation relating to design, development criteria, and permitting process.		
Step 1.4	Draft existing conditions report. Allow for one (1) review/revision cycle.		
Deliverable 1A	Existing Conditions Report – policies, regulations, fee structures, incentives and permitting procedures for consideration with the Comprehensive Plan update to encourage middle housing types		January 17, 2023
Deliverable 1B	Middle Housing Policy Analysis - on changes needed to support middle housing including recommended changes to Comprehensive Plan policies		January 17, 2023
Action 2	Racial Equity Analysis	September 2022	January 2023
Step 2.1	Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including: zoning that may have a discriminatory effect; disinvestment; and infrastructure availability.		
Step 2.2	Identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations.		

Step 2.3	Develop policies and regulations to address and begin to undo the impacts of local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing.		
Deliverable 2	Racial Equity Analysis (to include anti-displacement policies)		January 17, 2023
Action 3	Public Engagement	January 2023	April 2023
Step 3.1	Develop Public Engagement Plan		
Step 3.2	Conduct a series of stakeholder/focus group meeting. Meetings will be held with individuals with a common interest in middle housing. For example, developers, homeowners, underrepresented groups looking for, and providing, housing, housing and land trust organizations, financial organizations, etc.		
Step 3.3	Conduct a series of community-based organization meetings. The community-based organization should be representing a disadvantaged or diverse group within Shoreline. Staff will partner with organizations to hold meetings onsite and at community functions.		
Step 3.4	Conduct at least one (1) public meeting on middle housing.		
Step 3.5	Prepare missing middle housing informational content for all missing middle housing types to address commonly asked questions or misconceptions on housing types for use on City website, handouts, etc.		
Deliverable 3A	Public Engagement Summary		April 30, 2023
Deliverable 3B	Missing Middle Informational Content for the Public		April 30, 2023
Action 4	Draft comprehensive plan policies and implementation concepts	March 2023	June 2023
Step 4.1	Two (2) study sessions with the Planning Commission		
Step 4.2	Draft policies and implementation concepts and allow for one (1) review/revision cycle.		

Step 4.3	Draft municipal code updates for middle housing types such as duplex and triplex, fourplex, etc development and permitting. Includes one (1) review cycle.		
Deliverable 4	Draft staff report with Comprehensive Plan Policies and Implementation Concepts and racial equity analysis findings		June 15, 2023

Budget

Grant Objective: Evaluate the appropriateness of adding duplex and triplex uses to low density residential zones.	Commerce Funds
Deliverable 1A. Existing Conditions Report– policies, regulations, fee structures, incentives and permitting procedures for consideration with the Comprehensive Plan update to encourage middle housing types	\$ 20,000
Deliverable 1B. Middle Housing Policy Analysis - on changes needed to support middle housing including recommended changes to Comprehensive Plan policies	\$15,000
Deliverable 2. Racial Equity Analysis, (to include anti-displacement policies)	\$25,000
Deliverable 3A. Public Engagement Summary	\$10,000
Deliverable 3B. Missing Middle Informational Content for the Public	\$10,000
Deliverable 4. Draft staff report with Comprehensive Plan Policies and Implementation Concepts and racial equity analysis findings	\$20,000
Total: \$100,000	\$ 100,000
Subcontract with CBOs (Approx. \$2,000/CBO)	Up to \$20,000