

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 13, 2020**

<b>AGENDA ITEM:</b> Washington State Department of Commerce Grant Award to the City of Marysville	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Chris Holland, Planning Manager	<b>APPROVED BY:</b>	
<b>ATTACHMENT:</b> 1. Grant Award Notification 2. Contract 3. Scope of Work		
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

In 2019, the Washington State Legislature created a new grant program under Engrossed Second Substitute House Bill (E2SHB) 1923 which provides a number of eligible land use planning activities for cities to consider implementing to increase urban residential building capacity and streamlining regulations. E2SHB 1923 provided \$5 million for these activities to be prioritized for the 53 cities over 20,000 in population planning under the Growth Management Act (GMA). This program is being administered by the Washington State Department of Commerce.

The City of Marysville has been awarded \$125,000 in grant funds through this program to update its 2009 Downtown Master Plan, the Planned Action Environmental Impact Statement / Ordinance as well as corresponding development regulations in the Marysville Municipal Code. These activities are scheduled to commence in February 2020 and continue through the winter / spring of 2021.

<p><b>RECOMMENDED ACTION:</b></p> <p>Authorize the Mayor to sign the contract for the grant award.</p> <p><b>RECOMMENDED MOTION:</b></p> <p>I move to authorize the Mayor to sign the contract with the Washington State Department of Commerce to receive the grant award in the amount of \$125,000 for the purpose of updating the 2009 Downtown Master Plan, the Planned Action Environmental Impact Statement / Ordinance as well as corresponding development regulations in the Marysville Municipal Code.</p>
<p><b>COUNCIL ACTION:</b></p>

STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

November 5, 2019

The Honorable Jon Nehring  
Mayor of Marysville  
1049 State Avenue  
Marysville, Washington 98270

RE: E2SHB 1923 Grant – Increasing Residential Building Capacity

Dear Mayor Nehring:

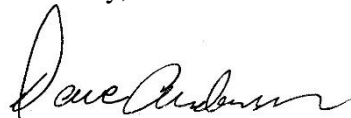
I am pleased to inform you that the city of Marysville has been awarded \$125,000.00 in grant funds for the 2019-21 Biennium to assist with increasing urban residential building capacity and streamlining regulations. The Washington State Legislature created this new grant program under Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 348, Laws of 2019), which provides a number of eligible land use planning activities for cities to consider implementing to increase housing capacity.

Your jurisdiction recently submitted a grant application, identifying actions it intends to develop and adopt, as well as its grant funding need to assist with this work. Your scope of work and budget must be consistent with the scope of work and budget included in your grant application.

This grant will be administered by the Washington Department of Commerce, Growth Management Services 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. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 28, 2019, the effective date of E2SHB 1923.

Matt Ojennus, Senior Planner is available to help you if you have any questions. Please call (360) 725-4047 or [matthew.ojennus@commerce.wa.gov](mailto:matthew.ojennus@commerce.wa.gov) for assistance with this contract going forward.

Sincerely,



Dave Andersen, AICP  
Managing Director  
Growth Management Services

cc: Jeff Thomas, Community Development Director  
Matt Ojennus



**Interagency Agreement with**

City of Marysville

through

Growth Management Services

**For**

E2SHB 1923 Grant program:  
Selected actions to increase residential building capacity

**Start date:**

Date of Execution

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### Attachment A, Scope of Work

### Attachment B, Budget

# FACE SHEET

Contract Number: 20-63314-015

**Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
E2SHB 1923 Grant**

<b>1. Contractor</b> City of Marysville 80 Columbia Avenue Marysville, WA 98270		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Jeff Thomas Community Development Director (360) 363-8211 <a href="mailto:jthomas@marysvillewa.gov">jthomas@marysvillewa.gov</a>		<b>4. COMMERCE Representative</b> Matt Ojennus Senior Planner (360) 725-4047 <a href="mailto:matthew.ojennus@commerce.wa.gov">matthew.ojennus@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$125,000		<b>6. Funding Source</b> State of Washington	
<b>7. Start Date</b> Date of Execution		<b>8. End Date</b> June 30, 2021	
<b>9. SWV #</b> SWV0000432-00		<b>10. UBI #</b> 314-000-001	
<b>11. Contract Purpose</b> E2SHB 1923 (2019) grant funding to address housing affordability.			
<b>12. Signing Statement</b> 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.			
<b>FOR CONTRACTOR</b>  _____ Jon Nehring, Mayor City of Marysville  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.</b>	

**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 twenty-five thousand dollars (\$125,000)** 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.

Actions selected from the menu of twelve actions must be adopted by April 1, 2021 to receive full funding. Budget managers should be aware that the final thirty percent (30%) of the grant award is contingent upon adoption of the selected Action(s).

The final due date for deliverables must be no later than June 15, 2021.

**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 and deliverables 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 20-63314-015. 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

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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.

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.

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 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. 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.



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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.

**GENERAL TERMS AND CONDITIONS  
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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.

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 subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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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.

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;

**GENERAL TERMS AND CONDITIONS  
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- 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

Selected actions to increase residential building capacity:  
RCW 36.70A.600(1)

\* \* \*

(f) Adopt a subarea plan pursuant to RCW [43.21C.420](#);

(g) Adopt a planned action pursuant to RCW [43.21C.440](#)(1)(b)(ii), except that an environmental impact statement pursuant to RCW [43.21C.030](#) is not required for such an action;

\* \* \*

(i) Adopt a form-based code in one or more zoning districts that permit residential uses. "Form-based code" means a land development regulation that uses physical form, rather than separation of use, as the organizing principle for the code;

\* \* \*

Commerce will be monitoring the contracts in May and November of 2020 to review progress in meeting milestones, deliverables and invoicing.

### Scope of Work

<b>Action 1: Adopt a subarea plan pursuant to RCW 43.21C.420.</b>			
<b>Steps/ Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
Action 1	Adopt a subarea plan pursuant to RCW 43.21C.420. Specifically, repeal the existing <i>Downtown Master Plan</i> and replace with a new Downtown Plan with potentially a more expansive boundary, streamlined zoning, and modified standards.	02.01.20	03.29.21
Step 1.1	Request for proposal (RFP) for professional services.		02.28.20
Step 1.2	Visioning process engaging with community members, business members and key stakeholders.		04.30.20
Step 1.3	Identify key recommendations and implementation strategies, including boundary, development options, transportation, utilities, street improvements, parks and trails		06.05.20
Step 1.4	Establish design guidelines or standards to direct new development to meet public as well as private objectives.		07.31.20
Step 1.5	Develop recommendations to Planning Commission		08.28.20
Step 1.6	Present recommended amendments to Planning Commission		09.22.20
Deliverable 1	Draft Sub Area Plan Ordinance and Staff Report		12.22.20

Step 1.7	Prepare notices, distribute information and conduct public hearings before the Planning Commission		12.22.20
Step 1.8	Make amendments based on public input from the community and Planning Commission.		01.29.21
Step 1.9	Present to City Council and finalize Ordinance for Council Adoption.		02.22.21
Deliverable 2	Adopted Sub Area plan Ordinance		03.29.21

### Scope of Work

<b>Action 2: Update Planned Action Environmental Impact Statement (EIS).</b>			
<b>Steps/ Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
Action 2	Update Planned Action EIS.	02.01.20	03.29.21
Step 2.1	Evaluate different boundaries and development options		07.28.20
Step 2.2	Evaluate environmental impacts of development options		09.29.20
Deliverable 3	DRAFT Update of Planned Action EIS		01.29.21
Step 2.3	Designate the Planned Action Projects by Ordinance		02.22.21
Deliverable 4	Adopted Update of Planned Action Ordinance		03.29.21

### Scope of Work

<b>Action 3: Adopt a form-based code in one or more zoning districts that permit residential uses. "Form-based code" means a land development regulation that uses physical form, rather than separation of use, as the organizing principle for the code.</b>			
<b>Steps/ Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
Action 3	Adopt a form-based code within the Downtown Master Plan area.	02.01.20	03.29.21
Step 3.1	Request for proposal (RFP) for professional services.		02.28.20
Step 3.2	Establish form-based design guidelines or standards to direct new development to meet public as well as private objectives.		07.31.20
Step 3.3	Develop recommendations to Planning Commission		08.28.20
Step 3.4	Present recommended amendments to Planning Commission		09.29.20
Deliverable 5	Draft form-based code and Staff Report		12.22.20

**Attachment A**

Step 3.5	Prepare notices, distribute information and conduct public hearings before the Planning Commission		12.22.20
Step 3.6	Make amendments based on public input from the community and Planning Commission.		01.29.21
Step 3.7	Present to City Council and finalize Ordinance for Council Adoption.		02.22.21
Deliverable 6	Adopt Form-based code Ordinance		03.29.21

## Budget

Deliverables	Commerce Funds
<i>Deliverable 1.</i> Draft Sub Area Plan Ordinance and Staff Report	\$42,000
<i>Deliverable 2.</i> Adopted Sub Area Plan Ordinance	\$18,000
<i>Deliverable 3.</i> DRAFT Update of Planned Action EIS	\$20,000
<i>Deliverable 4.</i> Adopt Update of Planned Action Ordinance	\$10,000
<i>Deliverable 5.</i> Draft form-based code and Staff Report	\$24,500
<i>Deliverable 6.</i> Adopt form-based code Ordinance	\$10,500
<b>Total:</b>	<b>\$125,000</b>

NOTE: The final Deliverable(s) 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(s).