

City of Burien, Washington Contract Routing Sheet

Name of Contracting Party: Washington State Department of Commerce

Project Name/Description: 2012-13 Growth Management Act Competitive Grant

Contract Amount: \$45,000 maximum reimbursement
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

<input type="checkbox"/> Architectural/Engineering <input type="checkbox"/> From Engineering Roster <input type="checkbox"/> Advertised Bidding Done <input type="checkbox"/> Professional Services (Non-Engineering) <input type="checkbox"/> 3 Bids received <input type="checkbox"/> Direct Negotiation	<input type="checkbox"/> Construction <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$20,000/\$35,000) <input type="checkbox"/> From Small Works Roster (\$20,000/35,000 to \$100,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$100,000) <input type="checkbox"/> Other: _____	<input type="checkbox"/> Human Services/Arts & Culture/City Match <input checked="" type="checkbox"/> Other: <u>Intergovernmental Agreement</u> <input type="checkbox"/> Contract Amendment to Contract No.
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(Please attach a list of all bids received)

Is this contract authorized in the current year's budget? Yes No

If budgeted, list Fund/Dept.: General Fund - Comm. Dev. - Revenue

Page # in Budget: _____ Budget line item amount: \$ _____

BARS Account Number: _____

Is a budget amendment needed? Yes No Amount? \$ _____

Date of Council Approval: _____

REVIEWED BY:

Contract Manager: _____ Date: _____

Department Director: Amaly Date: 9/7/12

Management Analyst: Wll Fleming Date: 9-10-12

<p style="text-align: center;">Routing Instructions:</p> <input type="checkbox"/> Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____ <input type="checkbox"/> Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____ <input type="checkbox"/> Other (Please describe) _____	<p style="text-align: center;">Contract File Checklist:</p> <input type="checkbox"/> Purchase Order # _____ <input type="checkbox"/> Tax ID Form <input type="checkbox"/> Current Business License # _____ <input type="checkbox"/> Insurance Certificate <input checked="" type="checkbox"/> Contract Fully Signed
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RECEIVED

OCT 04 2012

CITY OF BURIEN

STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

September 24, 2012

Mr. Scott Greenberg, AICP
Director, Community Development
City of Burien
400 SW 152nd Street, Suite 300
Burien, Washington 98166

Dear Mr. Greenberg:

Enclosed please find your copy of the executed GMA Competitive Grant contract (No. 13-63200-001). Under the contract, your first status report will be due in December 2012. We will be in contact to provide you with your first A-19 invoice for reimbursement and the instructions for completing these items.

Please be aware that if funding to Commerce is reduced before the completion of your contract then the award may be reduced accordingly. If you have any questions about this or the contract process in general, please contact me at 360.725.3048, paul.johnson@commerce.wa.gov; or Joyce Phillips, 360.725.3045, joyce.phillips@commerce.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Johnson".

Paul Johnson
Growth Management Services
Local Government & Infrastructure Division

Enclosures



Department of Commerce

Innovation is in our nature.

Interagency Agreement with

City of Burien

through

Washington State Department of Commerce
Local Government & Infrastructure Division
Growth Management Services

For

2012-2013 Growth Management Act Competitive Grant

Start date:

Date of Execution

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Attachment A, Statement of Work

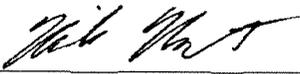
Attachment B, Budget

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FACE SHEET

Agreement Number: 13-63200-001

**Washington State Department of Commerce
Local Government & Infrastructure Division
Growth Management Services
2012-2013 Growth Management Act Competitive Grant**

1. Grantee City of Burien 400 SW 152 nd Street, Suite 300 Burien, WA 98166		2. Financial Contact Gary Coleman Accounting Manager City of Burien (206) 248-5505 garyc@burienwa.gov	
3. Grantee Representative Scott Greenberg, AICP Community Development Director City of Burien (206) 248-5519 scotttg@burienwa.gov		4. COMMERCE Representative Joyce Phillips Senior Planner (360) 725-3045 joyce.phillips@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Agreement Amount \$45,000	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 06/30/2013
9. Federal Funds (as applicable) N/A		Federal Agency	CFDA Number
10. Tax ID # 91-1576144	11. SWV # SWV0018024-00	12. UBI # 601 430 917	13. DUNS # N/A
14. Agreement Purpose Develop innovative policies, regulations and incentives to encourage re-development and infill of underutilized multi-family housing properties along identified high priority transit corridors. If supported by the analysis, a pilot program would be developed to test our findings.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Statement of Work, Attachment "B" – Budget.			
FOR GRANTEE  _____ Mike Martin, City Manager, City of Burien		FOR COMMERCE  _____ for Karen J. Larkin, Assistant Director Local Government & Infrastructure Division	
Date <u>9/17/12</u>		Date <u>9-24-12</u>	
		APPROVED AS TO FORM ONLY Signature on File _____ Dori Jaffe, Assistant Attorney General	
		_____ October 18, 2010 Date	

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**SPECIAL TERMS AND CONDITIONS
INTERAGENCY
STATE FUNDS**

1. AGREEMENT 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 Agreement.

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed **forty-five thousand dollars (\$45,000)** for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the State as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$45,000, which amount is included in the Agreement total above.

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

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will make first payment to Grantee after receipt of an approved Statement of Work, Subcontractor/Consultant agreement where applicable, properly completed invoices/voucher, and first deliverable or status report which shall be submitted to the Representative for COMMERCE and upon execution of Agreement. Subsequent payments will be made upon receipt of deliverables consistent with the Statement of Work and Status or Closeout Report (if required) documenting progress of the project along with properly completed invoices. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Each Status or Closeout Report and invoice 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 Agreement reference number **13-63200-001**. If expenses are invoiced, provide a detailed breakdown of each type.

All state funds that are disbursed under this grant need to be allocated to eligible activities, through the submission of invoices and applicable receipts at the time they are due, by the end of the state fiscal year in which they were issued. 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 Grantee.

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

4. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and *licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.*

**SPECIAL TERMS AND CONDITIONS
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Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Agreement shall be \$100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.
- C. The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Additional Provisions:

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Identification.** The policy must reference COMMERCE's Agreement number and the State agency name.
3. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by COMMERCE's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
4. **Excess Coverage.** By requiring insurance herein, COMMERCE does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to COMMERCE in this Agreement.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate an/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

**SPECIAL TERMS AND CONDITIONS
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Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

5. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, 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 – Statement of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY
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1. DEFINITIONS

As used throughout this Agreement, 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. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Grantee.
- C. "COMMERCE" shall mean the Department of Commerce.
- D. "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.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Agreement under a separate contract with the Grantee. The terms "subgrantee" and "subgrantees" mean subgrantee(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Agreement 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 Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. AUDIT

A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate COMMERCE's audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantees required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**GENERAL TERMS AND CONDITIONS
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B. State Funds Requirements

Grantees expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Grantor agency name
- State program name
- BARS account number
- Grantor
- COMMERCE Agreement number
- Agreement award amount including amendments (total grant award)
- Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit.

The Grantee shall include the above audit requirements in any subcontracts.

In any case, the Grantee's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Grantee must send a copy of the audit report described above no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

- Department of Commerce
- ATTN: Audit Review and Resolution Office
- 1011 Plum Street SE
- PO Box 42525
- Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the Grantee is required to obtain a Single Audit because of Circular A-133 requirements, no other report is required.

6. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**GENERAL TERMS AND CONDITIONS
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- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Agreement 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 Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee 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.

7. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Agreement number; and
- be mailed to the Director and the other party's (respondent's) Agreement Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

8. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

9. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
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10. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Contract. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Grantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

11. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee 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 Grantee 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 Grantee.

12. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

13. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Agreements with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**GENERAL TERMS AND CONDITIONS
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14. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

15. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Grantee shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

16. 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 Agreement and prior to normal completion, COMMERCE may terminate the Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

18. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Grantee 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 Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subgrantee 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 Grantee to COMMERCE for any breach in the performance of the Grantee'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 Subgrantee's performance of the subcontract.

19. SURVIVAL

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

**GENERAL TERMS AND CONDITIONS
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20. TERMINATION FOR CAUSE / SUSPENSION

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Agreement, COMMERCE may terminate the Agreement in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Agreement. Failure by the Grantee to take timely corrective action shall allow COMMERCE to terminate the Agreement upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Grantee did not fail to comply with the terms of the Agreement or when COMMERCE determines the failure was not caused by the Grantee's actions or negligence.

If the Agreement is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

21. TERMINATION FOR CONVENIENCE

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

22. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Grantee shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Agreement;
- C. Assign to COMMERCE all of the rights, title, and interest of the Grantee 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. Any attempt by the Grantee to settle such claims must have the prior written approval of COMMERCE; and
- D. Preserve and transfer any materials, Agreement deliverables and/or COMMERCE property in the Grantee's possession as directed by COMMERCE.

Upon termination of the Agreement, COMMERCE shall pay the Grantee for any service provided by the Grantee under the Agreement prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Grantee if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

23. 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 Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Statement of Work

Grantee: City of Burien

Summary: Develop innovative policies, regulations and incentives to encourage re-development and infill of underutilized multi-family housing properties along identified high priority transit corridors. If supported by the analysis, a pilot program would be developed to test our findings.

Estimated Completion Dates and Activities:

Goals / Actions / Deliverables / Performance Measures	Description	Start Date	End Date
Goal 1.0	Assess existing conditions related to housing stock and land inventory within the Study Area.		
Action 1.1	Gather relevant housing data and compare the amount and income levels of the existing housing stock in comparison to comprehensive plan goals.	Date of Execution	10/15/2012
Action 1.2	Inventory existing land uses and developable capacities within the Study Area, utilizing GIS.	Date of Execution	10/15/2012
Deliverable 1.3	Technical memorandum summarizing existing housing inventory and conditions within the Study Area. The memorandum will include a base map of the existing market and regulatory conditions within the Study Area.	10/16/2012	10/31/2012
Performance Measure 1.4	Grantee has completed actions to assess existing conditions related to housing stock and land inventory within the Study Area.		12/31/2012
Goal 2.0	Analyze the financial "redevelopment gap" within the Study Area.		
Action 2.1	Collect data affecting redevelopment in the Study Area, which will include: <ul style="list-style-type: none"> • Existing residential and commercial rental rates; • Unit construction costs for new residential development, utilizing proximate "comparable projects" or high-level cost estimation; 	11/1/2012	12/1/2012

	<ul style="list-style-type: none"> Existing zoning/land use regulations; and Projected returns to capital required for "comparable" projects. 		
Action 2.2	Develop a financial model to analyze the redevelopment feasibility for three (3) representative projects in the Study Area in light of data collected in Action 2.1.	11/1/2012	12/1/2012
Action 2.3	Conduct a sensitivity analysis to assess the feasibility of redevelopment for each of the subject projects. This step in the analysis is designed to identify the general size of the "redevelopment gap" for each of the three representative projects.	12/1/2012	12/15/2012
Action 2.4	Based on findings from Action 2.2 and Action 2.3, utilize existing conditions data from Action 2.1 to assess the relative size of the "redevelopment gap" by subarea and zoning designation within the Study Area.	12/15/2012	12/31/2012
Deliverable 2.5	Delivery of a financial model and supporting sensitivity analysis that identifies the "redevelopment gap" for each subject parcel.	Date of Execution	12/31/2012
Deliverable 2.6	Delivery of a GIS map, summarizing the relative size of the redevelopment gaps by subarea and zoning designation within the Study Area.	Date of Execution	12/31/2012
Performance Measure 2.7	Grantee has completed actions for the analysis of financial "redevelopment gap" within the Study Area.		12/31/2012
Goal 3.0	Assess the degree to which potential redevelopment incentives and regulatory tools could affect the "redevelopment gap" within the Study Area.		
Action 3.1	Convene a "developer advisor group" for brainstorming and refinement of incentives and tools.	1/1/2013	3/1/2013
Action 3.2	Develop a menu of redevelopment incentives and regulatory tools that could reasonably be applied in the Study Area.	2/1/2013	3/1/2013

Action 3.3	Evaluate the potential outcomes of these policy decisions on redevelopment the modifying the base financial model created in Action 2.2.	2/1/2013	3/1/2013
Deliverable 3.4	<p>Written summary report identifying:</p> <ul style="list-style-type: none"> • The context for the policy challenge, including existing conditions within the Study Area, (e.g., built environment, policy goals, regulatory conditions and market conditions); • The scope and scale of the “redevelopment gap” across the Study Area; • An assessment of potential redevelopment incentives and regulatory tools that might be utilized to close “redevelopment gaps” across the Study Area; and • Long-term strategies that the City could employ to evaluate applications of redevelopment incentives and regulatory tools as real estate market conditions change in the future. 	3/1/2013	4/1/2013
Performance Measure 3.5	Grantee has taken actions to assess the degree to which potential redevelopment incentives and regulatory tools could affect the “redevelopment gap” within the Study Area.		6/30/2012

Status Reports Due By:

1 st Status Report	December 15, 2012
2 nd Status Report	March 15, 2013
Closeout Report	June 30, 2013

Reports:

- A. The GRANTEE shall submit a brief progress report on a form approved by COMMERCE which describes the progress made on the work program outlined in Attachment "A." Progress reports will be submitted on a Semi-annual calendar cycle. The semi-annual progress report shall also provide detail on the dedicated matching funds.
- B. The GRANTEE shall furnish, along with or prior to submitting the final invoice voucher, two copies of each final product designated in Attachment "A."

Budget

The budget shall consist of the following elements:

1. Category of Expenditures:

	SFY 2013
Salaries and Benefits	\$5,000
Goods and Supplies	\$45,000
Professional Services	\$0
Other Goods and Services	\$0
Total	\$50,000

2. Budget Summary:

	SFY 2013
Commerce Funds	\$45,000
Other Funds	\$5,000
Total	\$50,000

3. Payment Disbursement Schedule:

	Amount
After submission of first deliverable and/or status report on or before June 30, 2013.	\$15,000
After submission of second status report on or before June 30, 2013.	\$15,000
Upon completion of the contract and submission of final closeout report on or before June 30, 2013.	\$15,000

4. Special Budget Provisions:

- A. For CONTRACTS over \$30,000 the total amount of transfers of funds between line item budget categories shall not exceed ten (10) percent 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 CONTRACT amendment by the GRANTEE and the DEPARTMENT.

- B. For CONTRACTS under \$30,000 the total amount of transfers of funds between line item budget categories shall not exceed twenty (20) percent of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed twenty percent, the total budget shall be subject to justification and negotiation of a CONTRACT amendment by the GRANTEE and the DEPARTMENT.
- C. A sum of ten (10) percent of funds shall be withheld until all tasks, activities, and final products defined in ATTACHMENT "A" have been successfully completed by the GRANTEE and accepted fully by the DEPARTMENT.

5. Reimbursement Provisions

- A. Funds will be disbursed per the schedule established in Attachment "B."
- B. 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.
- C. Within twenty (20) days after receiving and approving the voucher, COMMERCE shall remit to the GRANTEE a warrant covering Commerce's share of the costs incurred for work performed.
- D. The final invoice voucher covering costs incurred for work performed on or before 06/30/2013 must be submitted by the GRANTEE prior 7/10/2013, to allow Commerce sufficient time to process it. Payment of the final voucher shall be contingent upon COMMERCE's receipt and approval of any products or deliverables designated in Attachment "A."