



**City of Ridgefield, WA
Request for Proposals**

P20012: HB 1923 Code Updates Consulting Services

<p><u>Request for Proposals Information:</u></p> <p>Contact Person: Julia Denton Email Address: Julia.Denton@ci.ridgefield.wa.us Contact Phone: 360-857-5048 Project Estimate: \$50,000</p> <p>Questions Due: July 13, 2020 at 4 p.m. Proposals Due: July 22, 2020 at 4 p.m.</p>	<p><u>Submit Proposals to:</u></p> <p>Attn: Julia Denton, Procurement Specialist via email to: Bids@ci.ridgefield.wa.us</p>
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City of Ridgefield, WA Professional Services Contract
 WA State Department of Commerce Grant

Section 1: Instructions and Contract Information

A. Request for Proposals

The City of Ridgefield is seeking proposals from highly qualified firms to provide consulting services for code updates related to HB 1923: Selected actions to increase residential building capacity.

Request for Proposals packets may be examined at:

<https://ridgefieldwa.us/government/city-departments/finance-department/current-projects/> or a copy for viewing may be requested by contacting Julia Denton, Bids@ci.ridgefield.wa.us or 360-857-3557.

Questions or Requests for Clarification must be sent to Julia Denton, Procurement Specialist, via email to Bids@ci.ridgefield.wa.us and be received by 4:00 p.m. on **Monday, July 13, 2020**. Incomplete or late inquiries may not be considered.

Proposals must be received by the City no later than 4:00 PM (Pacific Time) **Wednesday, July 22, 2020**. Submissions received after the specified time will not be accepted. The City of Ridgefield is not responsible for delays in delivery. Official delivery time shall be documented by City affixed time/date stamp. Proposals may be delivered via email to Bids@ci.ridgefield.wa.us or via mail to PO Box 608, Ridgefield, WA 98642. Proposals shall be in a sealed envelope, and clearly marked "**P20012: HB 1923 Code Updates Consulting Services**". Hand delivery is not encouraged. Proposals received by fax will not be accepted.

The City of Ridgefield is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities.

The City of Ridgefield in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined in 49 CFR part 26, will be afforded full opportunity to submit qualification statements in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

The City reserves the right to cancel this request or reject any and all Proposals or to waive any minor formalities of this call if the best interest of the City would be served.



Julia Denton, Procurement Specialist

B. Introduction/Background

The City of Ridgefield, incorporated in 1909, is a rapidly growing community located in northern Clark County, Washington approximately 10 miles north of Vancouver, Washington. Over the next 20 years, the City of Ridgefield expects to grow to a population of over 20,000 persons with an employment base of over 13,000 jobs.

The City recently received a Washington State Department of Commerce grant for E2SHB 1923 for selected actions to increase residential building capacity. The City is planning to use this grant funding under HB 1923 to revise its code to encourage residential development. Two required actions were identified to help achieve this goal. The first would be to authorize at least one duplex, triplex, or courtyard apartment on each parcel in one or more single-family residential zones. The second would be to authorize a duplex on each corner lot within all single-family residential zoning districts. As optional actions, the City also wishes to explore cluster zoning in single-family residential zoning districts and limited applications of form-based code. The selected firm would need to draft code changes related to land use regulations and development requirements. Therefore, the City would need a firm that has experience with developing and authoring land use regulations.

C. Scope of Work

The City of Ridgefield is seeking proposals from highly qualified firms to provide consultant services to help update the City's zoning regulations through a grant to achieve the goals of HB 1923. The City wishes to update our existing code to encourage the orderly development of additional residential density through a variety of housing types. The project will focus on providing increased and more efficient means to develop duplexes and triplexes. Firms should have collective experience that includes land use policy analysis and code writing.

It is anticipated that the scope of work for the update will include the following:

1. **Code Development:** The selected consultant work with City staff to will develop updates to the City's municipal code related to the actions identified under HB 1923. To be successful at this task the consultant should be able to review existing code sections, determine where changes are necessary, and draft updated code sections as required.
2. **Project Management:** The selected consultant will help oversee the code update project to ensure timely completion.
3. **Public involvement:** The consultant team will be expected to include the public in the code development process. This will include working with staff to provide public notices and updates as well as appearances at public meetings before the Planning Commission and City Council.
4. **State Environmental Policy Act (SEPA):** Consultant to complete a draft and final environmental checklist for the proposed code update.

5. **Draft and final code updates:** It is anticipated that several drafts of the code changes will be completed prior to the final draft. Staff comments will be incorporated prior to review by the public, Planning Commission, and the City Council. Public input will be solicited and incorporated throughout the planning process. After consideration by the Planning Commission, recommendations will be incorporated for review by the City Council. Revisions directed by the City Council will be incorporated for adoption. The selected consultant may be expected to participate in community outreach events as well as Planning Commission and City Council meetings for presentations and consideration of the proposed code updates.

The City's goal is to complete the project by December 31, 2020, although extensions to no later than March 31, 2021 may be possible.

D. Approximate Timeline

Solicitation Issued:	Thursday, July 2, 2020
Questions Due:	Monday, July 13, 2020 at 4 p.m. PST
Addendum Due:	Thursday, July 16, 2020
Proposals Due:	Wednesday, July 22, 2020 at 4 p.m. PST
Interviews (if needed):	Tuesday, July 28, 2020
Council Approval (if needed):	N/A
Estimated Notice to Proceed:	Monday, August 10, 2020

E. Information

Questions, substitution, clarification or contract changes requests must be sent to Julia Denton, Procurement Specialist, via email to Bids@ci.ridgefield.wa.us and be received by 4:00 p.m. on **Monday, July 13, 2020**. Incomplete or late inquiries may not be considered.

F. Addendum

It is the sole responsibility of the proposer to learn of Addenda, if any. Such information may be obtained at: <https://ridgefieldwa.us/government/city-departments/finance-department/current-projects/>. The City of Ridgefield accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses. The final Addenda is expected to be released no later than **Thursday, July 16, 2020**.

G. General Information Form

The general information form, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this form. This form must be signed by a person authorized to submit proposals and enter into contract negotiations on behalf of your firm. **Failure to submit this form may result in your Proposal being deemed non-responsive and rejected.**

Section 2: Proposal Submittal and Evaluation Information

General Information Form

P20012: HB 1923 Code Updates Consulting Services

The proposer, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted. To be considered for this project, the proposals must be completed in accordance with this solicitation and this cover sheet must be attached.

The proposer shall insert the number and date of each Addendum received; leave blank if none received. Proposer is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

No.____ Date: _____ No.____ Date: _____ No.____ Date: _____ No.____ Date: _____

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Contact Person

Address

City, State, Zip

Phone Number

Fax Number

E-Mail Address

Federal Tax ID #

A. Requirements & Procedure

Proposal Requirements: Proposals should be concise and only include information requested.

- Proposers to provide: One (1) signed original copy of the proposal and four (4) paper copies along with 1 electronic copy on CD or USB thumb drive (MS Word, MS Excel compatible or pdf files)
- Minimum font size: 12 point
- Any charts, graphs, table of organizations, etc., must be of readable size
- Maximum number of pages shall be 15 single-sided 8.5" x 11" pages.

Proposal Procedure: Proposals are to be submitted in a sealed envelope and labeled:

P20012: HB 1923 Code Updates Consulting Services

Proposals may be delivered via email to Bids@ci.ridgefield.wa.us or via mail to:

Attn: Julia Denton, Procurement Specialist
City of Ridgefield
230 Pioneer Street City Hall
PO Box 608
Ridgefield, WA 98642

- Hand delivery is not encouraged, as Ridgefield City Hall is currently closed.
- All proposals must be delivered and received by City Hall by the time/date listed.
- Proposals submitted by Fax will not be accepted.
- City PO Box mail is usually collected once each business day at 10 a.m. Mail received after that time will not be collected until the next business day, and therefore possibly not received by the City by the due date and time.
- Proposers shall allow enough time for delivery to occur. Official City time/date stamp shall be the sole means used to determine time/date of receipt/acceptance of proposals.
- Proposals received after the listed date and time will not be accepted. The City of Ridgefield is not responsible for delays in delivery.

B. Evaluation Process

The City will determine the most qualified firm based on the evaluation criteria listed below using predetermined weights and the responsiveness of the Proposal. A subsequent round of interviews may be used to evaluate finalists.

The City reserves the right to conduct interviews of a short list of proposers. If the City decides to conduct interviews, the interview sessions will be evaluated in a manner similar to the response. Topics covered in the interview session shall include the topics listed under the "Evaluation Criteria" section plus any additional, relevant topics which may arise

during both the formal presentation and the question and answer portions of the interview. If interviews are conducted and if your firm is selected for an interview, you will be contacted by the City for next steps.

C. Evaluation Criteria

These instructions were prepared to aid in Proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process. Each proposal shall include:

1. Firm Profile & Ability to Meet Schedule

This section is intended to familiarize the City with the proposing consultant firms. Proposers shall include a brief profile of their firm(s). This profile should provide an overview of the firm's areas of expertise, its history, primary market area, the current availability of firm personnel to complete the proposed project. The selected consultant must be able to demonstrate that the firm has the personnel available to complete the work. If the proposing firm uses a sub-consultant, each participating firm should provide a firm profile.

2. Professional Proposals and Expertise of Key Personnel

As a part of this section, the proposer shall submit experience and certifications for all key personnel for this project. This section should discuss how the project managers would consistently ensure high quality of work and their proven performance and experience in managing and delivering requirements on similar projects in an expedited process.

3. Recent Experience with Similar Projects

This section of the Proposal should contain brief descriptions of the consultant's recent and successful past performance on agreements with governmental entities and private industry for this type of work. For each project, the consultant should provide a brief description of what services were provided and the outcome of the projects. In addition, the project manager, start and end dates (actual and planned), and the total dollar value (actual and planned) of each project should be provided. Please provide at least three (3) references for similar project, provide the name, title, organization and telephone number for each reference.

4. Project Approach

The section shall include the approach to be taken with this project, including work to be conducted under each phase, overall schedule for this project, tactics used to collect needed information.

5. Cost Proposal

Provide a Fee Estimate to complete the work, including hourly billing rates for personnel classifications, including subconsultants, that would likely be providing anticipated services described and any related fees for travel, printing, etc.

D. Evaluation Scoring

The City's choice of Consultant will be made by evaluating the proposal submitted. Each proposal received in response to this Solicitation will be evaluated and scored as follows:

1. Firm Profile & Ability to Meet Schedule (25 weighted factor)
2. Proposals and Experience (10 weighted factor)
3. Recent Experience with Similar Projects (15 weighted factor)
4. Project Approach (20 weighted factor)
5. Costs (30 weighted factor)

E. Award of Contract

Once selected, the City will negotiate a scope of services and a fee that is fair and reasonable as noted above. The City will attempt to reach a final agreement with the highest scoring responding proposer. However, the City may, at its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring proposer and may continue on, in the same manner, with remaining the proposers until an agreement is reached.

Award of the contract shall be made with reasonable promptness by giving verbal and written notice to the proposer whose proposal best conforms to the request, receives the highest score through the evaluation process, and which will be the most advantageous to the City. It is the intent of the City to award a contract on a fair and competitive basis. All performance and technical standards stated in the solicitation must be met as a condition of proposal acceptance.

The successful proposer will be required to enter into a written agreement with the City in which the proposer will undertake certain obligations. These obligations include, but are not limited to; the City of Ridgefield, WA Professional Service Contract which are meant to be non-negotiable, but may be modified at the City's sole discretion. This solicitation and the successful Proposer's response shall be incorporated in and become a part of the final contract.

In the event that a proposer has concerns with said Contract, they must address those concerns within question timeframe. Requests to modify the Contract after the solicitation's closing date and time will not be considered. The City will consider all concerns but is not obligated to change any part of said terms & conditions.

For contract exceeding \$100,000, upon successful completion of contract negotiations, a recommendation will be forwarded to City Council for approval. Until approved by City Council, no contract can be executed and no award is final.

F. Solicitation General Terms and Conditions

Reimbursement

The City will not reimburse proposers for any costs involved in the preparation and submission of responses to this Solicitation or in the preparation for and attendance at subsequent interviews. Furthermore, this Solicitation does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any Proposer to clarify their Proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposer.

City Business License

Pursuant to Ridgefield Municipal Code Chapter 5.04 Consultants will be required to get a City of Ridgefield business license endorsement when performing work within the City of Ridgefield, unless allowable exemptions apply, for additional information, please visit: <https://ridgefieldwa.us/businesses/business-license/>.

eVerify

Consultant shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Consultant shall ensure all Consultant employees and any sub-consultant(s) assigned to perform Work are eligible to work in the United States. Consultant shall provide verification of compliance upon City request. Failure by Consultant to comply with this subsection shall be considered a material breach.

Public Records and Proprietary Material

Proposers should be aware that any records they submit to the City or that are used by the City even if the proposers possess the records may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Proposers should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific.

Proposers should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the solicitation proposer of any public disclosure request for the proposer's Proposal. If the proposer believes its records are exempt from disclosure, it is the proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the proposer's discretionary decision whether to file such a lawsuit. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.



**City of Ridgefield, WA
Professional Services Contract**

Contract No. _____

THIS CONTRACT made and entered into and made effective this _____ day of _____, 2020, by and between the City of Ridgefield, WA, a municipal corporation, hereinafter referred to as "the City", and _____, hereinafter referred to as the "Consultant", and hereinafter referred to as "Parties."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract the Parties hereto covenant and agree as follows:

I) Description of Work.

- 1.1 Work.** The Consultant agrees to provide (Project Name) _____ per Solicitation No. _____ and Consultant's response to said Solicitation in accordance with the terms of this Contract, and as described in the Contract Documents, which are by this reference incorporated herein and made a part hereof, hereinafter the "Work".
- 1.2 Compliance with Laws.** All duties of the Consultant shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.
- 1.3 Performance Standard.** All duties performed by the Consultant or its designees shall be performed in a good workmanlike manner, consistent with accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribe by this Contract and pursuant to the direction of the City Manager or designee.

II) Term.

- 2.1 Contract Term.** The term of this Contract shall commence on the Effective Date of this Contract and shall be fully complete no later than _____. This Contract may be extended for four (4) additional one (1) year terms. Any extension of time shall be mutually agreed and executed by the Parties via written Amendment pursuant to Section IX Amendments of this Contract.

III) Termination.

3.1 Termination for Convenience. The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City. In the event this Contract is terminated prior to the completion of Work, Consultant will only be paid for the Work completed at the time of termination of the Contract.

3.2 Termination for Cause. In the event the Consultant is, or has been, in violation of the terms of this Contract or incorporated documents, the City reserves the right, upon written notice to the Consultant, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Consultant, the City after setting up a new delivery or performance schedule, may allow the Consultant to continue work or treat the termination as a termination for convenience.

3.3 Opportunity to Cure. The City at its sole discretion may in lieu of a termination allow the Consultant to cure the defect(s), by providing a "Notice to Cure" to Consultant setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Consultant fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Consultant. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Consultant and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

3.4 Dispute Resolution. In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Consultant and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

IV) Compensation.

4.1 City's Obligation. In consideration of the promises and agreements of the Consultant as set forth herein, and in consideration of the faithful performance and furnishing of the Work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Consultant in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Ridgefield and the laws of the State of Washington, the following sum as indicated, which includes Washington State Sales Taxes as applicable: \$ _____.

- i) The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Consultant's Proposal and as modified by any and all approved Amendments.
- ii) The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment under this Contract.

4.2 Payment to the Consultant. Progress payments to the Consultant shall be made within 30 days of the City's receipt of Consultant's invoice and the Consultant's and any subconsultant's full compliance with all contractual requirements. The City reserves the right to require Consultant to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Consultant agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Consultant agrees to issue a refund of any overages paid in error by the City.

V) Payment of Labor.

5.1 Payment to Suppliers. The Consultant agrees to pay in a timely manner all suppliers of labor, materials, and equipment utilized in operations under the Contract.

5.2 Travel Expenses. Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Consultant is solely responsible for its staff's travel time, including travel to and from the project site. The City will reimburse all pre-approved miscellaneous expenses at-cost upon submission of a detailed receipt.

5.3 Progress Submissions. The Consultant may be required to submit progress vouchers to the City once per month during the progress of the Work for payment for project completed to date. Vouchers submitted shall include the Contract Number designated by the City.

- 5.4 Final Payment.** Final payment of any balance due the Consultant of the total Contract price earned will be made promptly upon the City's ascertainment and verification after the completion of the Work.
- 5.5 Consultant Records.** The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

VI) Discrimination Prohibited.

- 6.1 Discrimination Statement.** In the performance of all Work under this Contract, the Consultant, or its employees, agents, subconsultants or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. The Consultant shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination, including but not limited to 23 USC 3; 29 USC 12 (V); 42 USC 21(V); 42 USC 76; 42 USC 126; 49 CFR 21; and 23 CFR 200. Any material violation of this provision shall be grounds for immediate termination of this Contract by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.
- i) In the event project funding so requires, the Consultant agrees to be bound by the assurances set forth in Exhibit "A" and to include and require in every sub-contract, the sub-Consultant's agreement to the assurances of Exhibit A, unless exempt by the Regulations or directives issued pursuant thereto.

VII) Insurance.

- 7.1 Insurance Term.** The from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.
- 7.2 No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- 7.3 Minimum Scope of Insurance.** Consultant shall obtain insurance of types and amounts described below:
- i) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

ii) Professional Liability insurance appropriate to the Consultant's profession.

7.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$500,000
III. Workers' Compensation	
Per Occurrence- coverage as required by the Industrial Insurance laws of the State of Washington.	Statutory
IV. Professional Liability	
Each Claim	\$1,000,000
Aggregate	\$2,000,000

7.5 Other Insurance Provision. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

7.6 Consultant's Insurance for Other Losses. The Consultant shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Consultant's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Consultant, or the Consultant's agents, suppliers, Consultants or subconsultants as well as to any temporary structures, scaffolding and protective fences.

7.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

7.8 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

7.9 Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

7.10 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

VIII) Indemnity.

8.1 Indemnity Statement. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all liability including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Consultant pursuant to this Contract, except for injuries and damages caused by the sole negligence of the City. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Consultant, the City retains the right to participate in said suit.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Contract.

IX) Amendments.

9.1 Amendments. Changes to the scope of the Work to be performed, or the amount of the compensation, or the time for completion of the Work may be accomplished only by a written Amendment document, signed by the Consultant and the City.

9.2 Cost Increases. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Consultant

shall submit the request for consideration, together with supporting documentation, at least 30 days before the anniversary of the Effective Date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted year. All adjustments will be authorized by written contract Amendment.

X) Contract Documents.

10.1 Contract Documents and Order of Precedence. The complete Contract includes these parts and any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Proposer's Response to Request for Proposals/Qualifications,
4. The Request for Proposals/Qualifications.

10.2 Conflicting Provisions. In the event of a conflict between the terms of any Contract Documents, the City Manager or designee shall issue an interpretation to resolve the conflict, which shall be final and binding.

XI) Consultant Responsibilities.

11.1 Engineering Certification Requirements. To the extent required by the State of Washington, the Consultant shall be duly licensed to perform the services required pursuant to Chapter 18.43 RCW.

11.2 Certification Regarding Debarment, Suspension, Or Ineligibility And Voluntary Exclusion—Primary And Lower Tier Covered Transactions.

- i) The Consultant, defined as the primary participant and its principals, certifies by signing this Contract that to the best of its knowledge and belief that they:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 - (2) Have not within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this section; and
- (4) Have not within a three (3) year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- (5) Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to thisContract.
- (6) The Consultant agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
- (7) The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
 - (a) The lower tier Consultant certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (b) Where the lower tier Consultant is unable to certify to any of the statements in this contract, such Consultant shall attach an explanation to this Contract.
 - (c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

XII) Intellectual Property.

12.1 Warranty of Noninfringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

12.2 Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12.3 Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

XIII) General Terms and Conditions.

13.1 Modification. No provisions of this Contract may be amended or modified except by written Contract signed by the Parties.

13.2 Waiver and Remedies. Any provision of this Contract which is declared invalid or illegal, shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

13.3 Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

13.4 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

13.5 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Contract, or arising from a breach of this Contract, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

13.6 Jurisdiction/Venue. This Contract Governing shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this Contract or for any action to enforce any term of this Contract shall be Clark County, Washington.

13.7 Authority. Each individual executing this Contract certifies that the person signing is legally authorized to enter into this binding Contract on behalf of the

City and the Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Consultant or the City.

13.8 Ownership of Records and Documents. Any and all work product prepared by the Consultant in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Consultant hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Consultant. Previously owned intellectual property of Consultant or any third party, and any know-how, methodologies or processes used by Consultant to provide the services or project deliverables under this Contract shall remain property of the original owner.

13.9 Use of City's Name. Consultant may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

13.10 Public Disclosure Compliance. The Parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Consultant to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Consultant, the City shall notify the Consultant of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Consultant to seek judicial protection of such information, provided that the Consultant shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

13.11 Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

13.12 Counterparts. This Contract may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Contract.

13.13 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below:

Mr. Kirk Johnson
Finance Director
PO Box 608
Ridgefield, WA 98642
PH:(360) 857-5008
(360) 887-0861
Email: kirk.johnson@ci.ridgefield.wa.us

Notices to Consultant shall be sent to the following address:

Consultant name
Company
Mailing Address
City, State, Zip
Phone:
Email:

13.14 Entirety of Contract. This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

13.15 Ratification. Acts taken pursuant to this Contract but prior to its Effective Date are hereby ratified and confirmed.

By signing below, Consultant accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

Signatures on next page

Executed by the Consultant on

_____, 20__.

Signature

Printed

Title

Executed by the City of Ridgefield on

_____, 20__.

Signature

Printed

Title

Attest:

City Clerk

Exhibit "A"
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



Interagency Agreement with

City of Ridgefield

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

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FACE SHEET

Contract Number: 20-63314-059

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

1. Contractor City of Ridgefield 510 Pioneer Street, Suite B PO Box 608 Ridgefield, WA 98642		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Claire Lust Planner (360) 887-3908 Claire.lust@ci.ridgefield.wa.us		4. COMMERCE Representative Matt Ojennus Senior Planner (360) 292-3435 matthew.ojennus@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, Washington 98504-2525 	
5. Contract Amount \$50,000	6. Funding Source State of Washington	7. Start Date Date of Execution	8. End Date June 30, 2021
9. SWV # SWV0017111-00		10. UBI # 064-000-009	
11. Contract Purpose E2SHB 1923 (2019) grant funding to address housing affordability.			
12. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR  _____ Steve Stuart, City Manager City of Ridgefield _____ May 19, 2020 _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
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1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **fifty thousand dollars (\$50,000)** 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 (Attachment A).

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 20-63314-059. 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

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

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
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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.

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

**GENERAL TERMS AND CONDITIONS
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STATE FUNDS**

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

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

20. TREATMENT OF ASSETS

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

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

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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21. WAIVER

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

Scope of Work

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

* * *

(c) Authorize at least one duplex, triplex, or courtyard apartment on each parcel in one or more zoning districts that permit single-family residences unless a city documents a specific infrastructure of physical constraint that would make this requirement unfeasible for a particular parcel;

(d) Authorize cluster zoning or lot size averaging in all zoning districts that permit single-family residences;

(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;

(j) Authorize a duplex on each corner lot within all zoning districts that permit single-family residences;

* * *

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

Action: Actions c, d, i, and j as listed in RCW 36.70A.600(1)			
Steps/ Deliverables	Description	Start Date	End Date
<i>Action 1</i>	<p><i>Adopt an ordinance consistent with RCW 36.70A.600 to include the following amendments to the Ridgefield Development Code:</i></p> <ul style="list-style-type: none"> <i>(c) Authorize at least one duplex, triplex, or courtyard apartment on each parcel in one or more zoning districts that permit single-family residences;</i> <i>(d) Authorize cluster zoning or lot size averaging in all zoning districts that permit single-family residences;</i> <i>(i) Adopt a form-based code in one or more zoning districts that permit residential uses.</i> <i>(j) Authorize a duplex on each corner lot within all zoning districts that permit single-family residences</i> 		

Step 1.1	Review existing development standards and research on similar standards identified in RCW, collaboration with stakeholders including Ridgefield Housing Resources	May 1, 2020	July 1, 2020
Step 1.2	Analyze collected information, review against appropriate area in the city for implementation	July 1, 2020	August 1, 2020
Deliverable 1	Existing Conditions Report		August 31, 2020
Step 1.3	Work study with Planning Commission and City Council, 1 st community outreach	August 1, 2020	September 1, 2020
Step 1.4	Develop draft, 2 nd community outreach on draft	September 1, 2020	November 1, 2020
Deliverables 2, 3, 6, and 8	Draft ordinances of proposed code amendments <ul style="list-style-type: none"> • Deliverable 2 – RCW 36.70A.600(1)(c) – duplex/triplex/courtyard; • Deliverable 3 – RCW 36.70A.600(1)(j) – corner duplex; • Deliverable 6 – RCW 36.70A.600(1)(d) – cluster zoning/lot size averaging; • Deliverable 8 – 36.70A.600(1)(i) – form-based code 		November 1, 2020
Step 1.5	Final draft ordinance and staff report to Planning Commission	November 1, 2020	December 1, 2020
Step 1.6	First/second readings and adoption by Council	December 1, 2020	December 31, 2020
Deliverable 4	Adopted ordinance of proposed code amendment for RCW 36.70A.600(1)(c) - duplex, triplex, or courtyard apartment		April 1, 2021
Deliverable 5	Adopted ordinance of proposed code amendment for RCW 36.70A.600(1)(j) – duplex on each corner lot		April 1, 2021
Deliverable 7	Adopted ordinance of proposed code amendment for RCW 36.70A.600(1)(d) – cluster zoning or lot size averaging		April 1, 2021
Deliverable 9	Adopted ordinance of proposed code amendment for RCW 36.70A.600(1)(i) – form-based code		April 1, 2021

Budget

Action / Deliverables	Commerce Funds	Other Funds [If applicable]
Deliverable 1. Existing conditions analysis and report to prepare material for the draft code amendments	\$10,000	±\$2,000
Deliverable 2. Proposed draft code amendments for RCW 36.70A.600(1)(c) – duplex/triplex/courtyard	\$10,750	±\$3,750
Deliverable 3. Proposed draft code amendments for RCW 36.70A.600(1) (j) – corner duplex	\$10,750	±\$3,750
Deliverable 4. Final ordinance and adoption for RCW 36.70A.600(1)(c)	\$6,750	±\$2,000
Deliverable 5. Final ordinance and adoption for RCW 36.70A.600(1)(j)	\$6,750	±\$2,000
Deliverable 6. Draft amendment for RCW 36.70A.600(1)(d) – cluster zoning/lot size averaging	\$1,750	±\$750
Deliverable 7. Final ordinance and adoption for RCW 36.70A.600(1)(d) – cluster zoning/lot size averaging	\$750	±\$500
Deliverable 8. Draft amendment for RCW 36.70A.600(1)(i) – form-based code	\$1,750	±\$750
Deliverable 9. Final ordinance and adoption for RCW 36.70A.600(1)(i) – form-based code	\$750	±\$500
Total:	\$50,000	±\$16,000

NOTE: Items in gray are optional.

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