

**Interlocal Agreement Between the City of Lacey, the City of Olympia, the City of
Tumwater, and Thurston Regional Planning Council
For the Development of a Housing Action Plan for the Cities of Lacey, Olympia, and
Tumwater**

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto below between: the City of Lacey, a Washington municipal corporation, (hereinafter "LACEY"); the City of Olympia, a Washington municipal corporation, (hereinafter "OLYMPIA"); the City of Tumwater, a Washington municipal corporation, (hereinafter "TUMWATER"); and the Thurston Regional Planning Council, a state-designated council of governments and regional transportation planning organization, (hereinafter "TRPC"), collectively referred to as "the Parties."

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, populations, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the Parties believe a joint Housing Action Plan for Lacey, Olympia, and Tumwater would be more efficient and effective than individual housing actions plans; and

WHEREAS, LACEY, OLYMPIA, and TUMWATER submitted a joint grant application to the Washington State Department of Commerce (Commerce) Growth Management Services (E2SHB 1923 Grant) to develop a Housing Action Plan with TRPC identified as a partner in the Housing Action Plan development; and

WHEREAS, LACEY, OLYMPIA, and TUMWATER applied for a \$300,000 grant from Commerce for work relating to the E2SHB 1923 Grant, State Fiscal Years 2019-2021; and

WHEREAS, LACEY was awarded \$50,000 from Commerce (Commerce Contract #20-63314-049); and

WHEREAS, TUMWATER was awarded \$50,000 from Commerce (Commerce Contract #20-63314-048); and

WHEREAS, OLYMPIA was awarded \$200,000 (Commerce Contract #20-63314-019) with the understanding that they will subcontract with TRPC for services related to the grant that support the joint Housing Action Plan for the Cities of Lacey, Olympia, and Tumwater; and

WHEREAS, OLYMPIA has received approval from Commerce to subcontract with TRPC;
and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. Services Provided by OLYMPIA

A description of the services to be performed by OLYMPIA is set forth in Exhibit A Scope of Work, attached hereto and incorporated herein by reference.

Time is of the essence in the performance of the contracts with Commerce. OLYMPIA shall complete its work in accordance with the schedule agreed to by the Parties.

OLYMPIA is responsible to COMMERCE if TRPC fails to comply with any applicable term or condition of Commerce Contract #20-63314-019. OLYMPIA shall appropriately monitor the activities of the TRPC to assure fiscal conditions of Commerce Contract #20-63314-019.

OLYMPIA shall pay TRPC for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

No payment shall be made for any work performed by the TRPC, except for work identified and set forth in this Agreement and exhibits incorporated by reference into this Agreement.

II. Services Provided by TRPC

TRPC represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Agreement.

A description of the services to be performed by TRPC is set forth in Exhibit A Scope of Work, attached hereto and incorporated herein by reference.

TRPC will submit invoices, as applicable, in accordance with Exhibit A: Scope of Work for payment of completed work during the billing period, and not to exceed a total of \$150,000.

Time is of the essence in the performance of the contracts with Commerce. TRPC shall complete its work in accordance with the schedule agreed to by the Parties.

TRPC is bound to follow all applicable terms of Commerce Contract #20-63314-019. All terms, conditions, flow-down provisions, and requirements of Commerce Contract #20-63314-019 apply to TRPC attached hereto as Exhibit B.

III. Services Provided by LACEY

A description of the services to be performed by LACEY is set forth in Exhibit C – Lacey Scope of Work, attached hereto and incorporated herein by reference.

IV. Services Provided by TUMWATER

A description of the services to be performed by TUMWATER is set forth in Exhibit D – Tumwater Scope of Work, attached hereto and incorporated herein by reference.

V. Indemnification and Insurance

Each Party agrees to defend, indemnify, and hold the other Parties, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney's fees, arising out of or in connection with ~~the indemnifying Party's performance of this Agreement, including injuries and damages~~ caused by the negligence of the indemnifying Party's officers, officials, and employees.

The Parties agree to maintain liability insurance; this may be fulfilled by a party's membership and coverage in WCIA, a self-insured municipal insurance pool.

I. No Separate Legal Entity Created

This Agreement creates no separate legal entity. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

II. Relationship of the Parties

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

III. Duration of Agreement

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate on June 15, 2021, unless sooner terminated by the Parties as provided herein.

IV. Dispute Resolution

- a. Step One – Negotiation. In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall attempt to adjust their differences by informal negotiation. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The letter shall be identified as a formal request for

negotiation and it shall propose a date for representatives of the Parties to meet. The other Parties shall respond in writing within ten (10) business days. The response shall succinctly and directly set out that Party's view of the issues or state that there is no disagreement. The Parties shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the Party initiating dispute resolution. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached, the resolution shall be memorialized in a memorandum signed by all Parties, which shall become an addendum to this Agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step One expenses. Negotiation under this provision shall not exceed 90 days. If a resolution is not reached within 90 days, the Parties shall proceed to mediation.

- b. Step Two – Mediation. If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any Party may demand mediation. The mediator shall be chosen by agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step Two expenses. The parties to the mediation will share the cost of the mediator. A successful mediation shall result in a memorandum agreement, which shall become an addendum to this Agreement. Mediation under this provision shall not exceed 90 days. If the mediation is not successful within 90 days, the Parties may proceed to litigation.
- c. Step Three – Litigation. Unless otherwise agreed by the Parties in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any legal action. A Party may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Parties cannot reach a tolling agreement, or if either Party determines the public health, safety, or welfare is threatened.

V. Amendments

This Agreement may be amended only by written agreement executed in accordance with Chapter 39.34 RCW.

VI. Termination of Agreement

This Agreement may be terminated upon mutual agreement of the Parties.

VII. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

VIII. **Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

IX. **Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

X. **Counterparts**

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the Parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.

XI. **Notice**

Any notice required under this Agreement shall be to the party at the address listed below and it shall become effective three days following the date of deposit with the United States Postal Service.

CITY OF LACEY

Attn: Rick Walk, Director of Community and Economic Development
Re: Housing Action Plan for Lacey, Olympia, and Tumwater
420 College Street SE
Lacey, WA 98503

CITY OF OLYMPIA

Attn: Leonard Bauer, Interim Director, Community Planning and Development
Re: Housing Action Plan for Lacey, Olympia, and Tumwater
P.O. Box 1967
Olympia, WA 98507-1967

CITY OF TUMWATER

Attn: Brad Medrud, Planning Manager
Re: Housing Action Plan for Lacey, Olympia, and Tumwater
555 Israel Road. SW
Tumwater, WA 98501

THURSTON REGIONAL PLANNING COUNCIL

Attn: R. Veena Tabbutt, Deputy Director
Re: Housing Action Plan for Lacey, Olympia, and Tumwater
2424 Heritage Court SW, Suite A
Olympia, WA 98502

XII. Waiver

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

XIII. 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 which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XIV. Records Retention and Audit

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

[Signatures are affixed to next page.]

This Agreement is hereby entered between the Parties and it shall take effect on the date of the last authorizing signature affixed hereto:

GOVERNMENT AGENCY EXECUTIVE

APPROVED AS TO FORM

<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <p>_____</p> <p>Scott Spence, City Manager Date: _____</p> <p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p> <p>_____</p> <p>Steven J. Burney, Interim City Manager Date: _____</p> <p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <p>_____</p> <p>Pete Kmet, Mayor Date: _____</p> <p>THURSTON REGIONAL PLANNING COUNCIL 2424 Heritage Court SW, Suite A Olympia, WA 98502</p> <p>_____</p> <p>Marc Daily, Executive Director Date: _____</p>	<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <p>_____</p> <p>David Schneider, City Attorney Date: _____</p> <p>CITY OF OLYMPIA 601 4th Avenue East Olympia, WA 98501</p> <p><i>Mark Barber</i></p> <p>_____</p> <p>Mark Barber, City Attorney Date: <u>1/8/2020</u></p> <p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <p>_____</p> <p>Karen Kirkpatrick, City Attorney Date: _____</p>
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Exhibit A
Thurston Regional Planning Council Scope of Work
Housing Action Plan

Scope of Work

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Task 1	Project Management a. Execute interlocal agreement with project partners b. Invoices	12/1/2019	6/15/2021
Deliverable 1.1	Interlocal agreement		2/1/2020
Task 2	Project Coordination and Outreach a. Convene monthly project staff meetings b. Develop and manage project website c. Convene stakeholder committee (Required element (f))	1/1/2020	5/31/2021
Deliverable 2.1	Project staff meeting agendas		6/15/2021
Deliverable 2.2	Project website		2/1/2020
Deliverable 2.3	Staff reports to stakeholder committee		6/15/2021
Task 3	Plan Development		
Task 3-1	Regional Housing Needs Assessment		
Step 3-1.a	a. Data Development and Analysis i. Develop and administer a rental housing landlord survey to determine what residents are paying for housing (not a vacant unit cost survey). Take care to coordinate with the Runstad Center for Real Estate Studies to ensure minimum duplication. Create the survey to be streamlined so that it can be administered on a quarterly or semi-annual basis to provide up-to-date information on the cost of rental housing in various areas (including major centers) within the Lacey-Olympia-Tumwater urban area. ii. Document existing housing stock, including location (including major centers), age, value, and size where possible. (Required element (a)) . For single-family units, duplexes, triplexes, and condominium units, the source of data will be Thurston County Assessor records. For four or more rental units, the source of data will be the rental housing landlord survey and other reliable sources that can be identified. iii. Document trends in housing affordability, comparing Thurston County to adjacent counties where possible. (Required element (a)) . iv. Document trends in recent housing growth, examining the location, types, and value (affordability) of new housing stock at the zoning	12/1/2019	12/31/2020

Exhibit A
 Thurston Regional Planning Council Scope of Work
 Housing Action Plan

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
	<p>district level. Compare this to Comprehensive Plan zoning. (Required for evaluation in Required element (e)).</p> <p>v. Summarize the Comprehensive Housing Affordability Strategy (CHAS) data set to document trends in housing affordability. (Required element (a)). (This data set, based on the American Community Survey (ACS) data from the US Census, provides information on cost burdened and severely cost burdened households, and is available for several time frames starting with 2006 at the county level.</p>		
	<p>vi. Develop a projection of housing needs by income levels (30%, 50%, 80%, 100%, 120%, and above of Area Median Income) at the countywide and city/UGA level (Required element (a)).</p> <p>vii. Analyze the average wages for each employment sector in the regional employment forecast (20 year) to gain a better understanding of how wages will change over time given the type of employment forecast. Compare that to income and housing affordability. Develop an income forecast. (Required element (c)).</p> <p>viii. Work with the Cities of Lacey, Olympia and Tumwater to identify example new housing development and redevelopment sites and assess suitability for types of housing, supporting infrastructure, market constraints (ratio of development/construction costs to local market rent/sale capacity)</p>		
Step 3-1.b	<p>b. Policy Development</p> <p>i. Develop a menu of strategies to increase the supply of housing and variety of housing types needed to serve the housing needs identified through the Data Analysis. (Required element (b)). Consider strategies to minimize displacement of low-income residents resulting from redevelopment. (Required element (d)).</p>	3/1/2020	1/15/2021

Exhibit A
Thurston Regional Planning Council Scope of Work
Housing Action Plan

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Task 3-2	Individual City Housing Action Plans		
Step 3-2.c	e. Plan Assembly i. As part of the group scope for the Cities of Lacey, Olympia, and Tumwater, develop a draft Housing Action Plan for the three cities. The Plan will contain a separate chapter or appendix listing city-specific actions.	1/1/2021	1/31/2021
Deliverable 3.1	Housing Needs Assessment and Analysis for Lacey, Olympia, and Tumwater		12/31/2020
Deliverable 3.2	Rental housing survey		1/31/2021
Deliverable 3.3	Housing needs projection for various household income levels		1/31/2021
Deliverable 3.5	Draft Housing action plan for the Cities of Lacey, Olympia, and Tumwater		1/31/2021
Task 4	Plan Adoption b. Support development of the Housing Plans for the Cities of Lacey, Olympia and Tumwater	1/31/2021	6/15/2021
Deliverable 4.1	Final Housing Action Plan adoption by the Olympia City Council		6/15/2021

Exhibit A
Thurston Regional Planning Council Scope of Work
Housing Action Plan

Budget

Deliverable	TRPC
Deliverable 1.1 Interlocal agreement	\$4,000
Deliverable 2.1 Project staff meeting agendas	\$10,000
Deliverable 2.2 Project website	\$10,000
Deliverable 2.3 Staff reports to stakeholder committee	\$10,000
Deliverable 3.1 Housing Needs Assessment and Analysis for Lacey, Olympia and Tumwater	\$20,000
Deliverable 3.2 Rental housing survey	\$40,000
Deliverable 3.3 Housing needs projection for various household income levels	\$16,000
Deliverable 3.5 Draft Housing Action Plan for the Cities of Lacey, Olympia, and Tumwater	\$35,000
Deliverable 4.1 Final Housing Action Plan adoption by the City of Olympia	\$5,000
TOTAL	\$150,000

Below is an estimate of staff hours and budget by partner for the total project. The shaded portions of the tables below are part of the City of Olympia contract with the Department of Commerce.

Budget

	Olympia	Lacey	Tumwater	TRPC	Total
1. Project Management	\$4,000	\$5,000	\$4,500	\$4,000	\$17,500
2. Project Coordination and Outreach	\$5,000	\$7,000	\$7,000	\$30,000	\$49,000
3. Plan Development	\$26,000	\$33,500	\$33,500	\$111,000	\$204,000
a. Data Development and Analysis	\$3,000	\$9,800	\$3,000	\$76,000	\$91,800
b. Policy Development	\$12,000	\$13,800	\$14,000	\$10,000	\$49,800
c. Comprehensive Plan Housing Element Review	\$8,000	\$4,500	\$10,000	\$10,000	\$32,500
d. Development of a List of Actions	\$2,000	\$4,000	\$5,000	\$5,000	\$16,000
e. Plan Assembly	\$1,000	\$1,400	\$1,500	\$10,000	\$13,900
4. Plan Adoption	\$15,000	\$4,500	\$5,000	\$5,000	\$29,500
Total	\$50,000	\$50,000	\$50,000	\$150,000	\$300,000

Exhibit A
Thurston Regional Planning Council Scope of Work
Housing Action Plan

**Hours and Direct Costs
(Estimated Hours)**

	Olympia	Lacey	Tumwater	TRPC	Total
1. 1. Project Management	75	70	64	36	245
2. 2. Project Coordination and Outreach	87	105	100	350	642
3. 3. Plan Development	448	521	494	1,187	2,650
a. a. Data Development and Analysis	50	145	44	1187	26500
b. Policy Development	206	215	208	111	740
b. Comprehensive Plan Housing					
c. Review	140	78	144	103	465
d. Development of a List of Actions	32	63	72	59	226
e. Plan Assembly	20	20	26	113	179
4. 4. Plan Adoption	258	70	76	54	458
Total	868	766	734	1,627	3,995

Direct Costs: \$3,000 for printing and postage.

Consultant: Consultant expertise may be needed for market conditions assessment. Hours in Task 3 will be reduced accordingly to accommodate this.



Department of Commerce

Final Template: Add Final Scope and Budget

Interagency Agreement with

City of Olympia

through

Growth Management Services

For

E2SHB 1923 Grant to adopt a Housing Action Plan

Start date:

Date of Execution

EXHIBIT B

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Attachment A, Scope of Work
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**EXHIBIT B
FACE SHEET**

Contract Number: 20-63314-019

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

1. Contractor City of Olympia PO Box 1967 Olympia, WA 98507-1967		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Leonard Bauer Deputy Director, Community Planning and Development (360) 753-8206 lbauer@ci.olympia.wa.us		4. COMMERCE Representative Gary Idleburg Senior Planner (360) 725-3045 gary.idleburg@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
5. Contract Amount \$200,000	6. Funding Source State of Washington	7. Start Date Date of Execution	8. End Date June 30, 2021
9. SWV # SWV0008653-09		10. UBI # 342-000-433	
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 _____ Steven J. Burney, Interim City Manager City of Olympia _____ Date <i>Mark Barber 1/3/2020</i> _____ Mark Barber, City Attorney 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.	

EXHIBIT B
SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS

1. **AUTHORITY**

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

2. **CONTRACT MANAGEMENT**

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

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

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

3. **COMPENSATION**

COMMERCE shall pay an amount not to exceed **two hundred thousand dollars (\$200,000)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. **EXPENSES**

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

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

5. **BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63314-019. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 28, 2019, the effective date of Engrossed Second Substitute House Bill 1923 (2019). To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

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

EXHIBIT B

SPECIAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT STATE FUNDS

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT STATE FUNDS

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.

EXHIBIT B

GENERAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT STATE FUNDS

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.

EXHIBIT B

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT STATE FUNDS

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.

EXHIBIT B

GENERAL TERMS AND CONDITIONS INTERAGENCY AGREEMENT 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.

EXHIBIT B

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

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

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Task 1	Project Management a. Execute interlocal agreement with project partners	12/1/2019	6/15/2021
Deliverable 1.1	Interlocal agreement		2/1/2020
Task 2	Project Coordination and Outreach a. Convene monthly project staff meetings b. Develop and manage project website c. Convene stakeholder committee <i>(Required element (f))</i> d. Brief Olympia City Council and Planning Commission throughout the project.	1/1/2020	5/31/2021
Deliverable 2.1	Project staff meeting agendas		6/15/2021
Deliverable 2.2	Project website		2/1/2020
Deliverable 2.3	Staff reports to stakeholder committee		6/15/2021
Task 3	Plan Development		
Task 3-1	Regional Housing Needs Assessment		
Step 3-1.a	a. Data Development and Analysis i. Develop and administer a rental housing landlord survey to determine what residents are paying for housing (not a vacant unit cost survey). Take care to coordinate with the Runstad Center for Real Estate Studies to ensure minimum duplication. Create the survey to be streamlined so that it can be administered on a quarterly or semi-annual basis to provide up-to-date information on the cost of rental housing in various areas (including major centers) within the Lacey-Olympia-Tumwater urban area. ii. Document existing housing stock, including location (including major centers), age, value, and size where possible. <i>(Required element (a))</i> . For single-family units, duplexes, triplexes, and condominium units, the source of data will be Thurston County Assessor records. For four or more rental units, the source of data will be the rental housing landlord survey and other reliable sources that can be identified. iii. Document trends in housing affordability, comparing Thurston County to adjacent counties where possible. <i>(Required element (a))</i> .	12/1/2019	1/15/2021

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
	<ul style="list-style-type: none"> iv. Document trends in recent housing growth, examining the location, types, and value (affordability) of new housing stock at the zoning district level. Compare this to Comprehensive Plan zoning. (Required for evaluation in Required element (e)). v. Summarize the Comprehensive Housing Affordability Strategy (CHAS) data set to document trends in housing affordability. (Required element (a)). (This data set, based on the American Community Survey (ACS) data from the US Census, provides information on cost burdened and severely cost burdened households, and is available for several time frames starting with 2006 at the county level. vi. Develop a projection of housing needs by income levels (30%, 50%, 80%, 100%, 120%, and above of Area Median Income) at the countywide and city/UGA level (Required element (a)). vii. Analyze the average wages for each employment sector in the regional employment forecast (20 year) to gain a better understanding of how wages will change over time given the type of employment forecast. Compare that to income and housing affordability. Develop an income forecast. (Required element (c)). viii. Work with the Cities of Lacey and Tumwater to identify example new housing development and redevelopment sites and assess suitability for types of housing, supporting infrastructure, market constraints (ratio of development/construction costs to local market rent/sale capacity) 		
Step 3-1.b	<ul style="list-style-type: none"> b. Policy Development <ul style="list-style-type: none"> i. Develop a menu of strategies to increase the supply of housing and variety of housing types needed to serve the housing needs identified through the Data Analysis. (Required element (b)). Consider strategies to minimize displacement of low-income residents resulting from redevelopment. (Required element (d)). 	3/1/2020	1/15/2021
Task 3-2	Individual City Housing Action Plans		

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Step 3-2.a	c. Comprehensive Plan Housing Element Review i. Review and evaluate the current housing elements in the City of Olympia comprehensive plan. Align this review with data developed through the Buildable Lands program for Thurston County and the Data Analysis. ii. Review the effectiveness of City of Olympia existing code provisions related to housing	3/1/2020	1/15/2021
Step 3-2.b	d. For the City of Olympia, develop a List of Actions from the broader regional menu	9/1/2020	1/15/2021
Step 3-2.c	e. Plan Assembly i. As part of the group scope for the Cities of Lacey, Olympia, and Tumwater, develop a draft Housing Action Plan for the three cities. The Plan will contain a separate chapter or appendix listing city-specific actions.	1/1/2021	1/31/2021
Deliverable 3.1	Housing Needs Assessment and Analysis for Lacey, Olympia, and Tumwater		1/15/2021
Deliverable 3.2	Rental housing survey		1/31/2021
Deliverable 3.3	Housing needs projection for various household income levels		1/31/2021
Deliverable 3.4	Review of City of Olympia Housing Element and development code		1/15/2021
Deliverable 3.5	Draft Housing action plan for the Cities of Lacey, Olympia, and Tumwater		1/31/2021
Task 4	Plan Adoption a. Develop final Housing Plan for the City of Olympia. b. Support development of the Housing Plans for the Cities of Lacey and Tumwater	1/31/2021	6/15/2021
Deliverable 4.1	Final Housing Action Plan adoption by the Olympia City Council		6/15/2021

Budget

Deliverable	Total	Olympia	TRPC
Deliverable 1.1 Interlocal agreement	\$8,000	\$4,000	\$4,000
Deliverable 2.1 Project staff meeting agendas	\$15,000	\$5,000	\$10,000
Deliverable 2.2 Project website	\$10,000	\$0	\$10,000
Deliverable 2.3 Staff reports to stakeholder committee	\$10,000	\$0	\$10,000
Deliverable 3.1 Housing Needs Assessment and Analysis for Lacey, Olympia and Tumwater	\$20,000	\$0	\$20,000
Deliverable 3.2 Rental housing survey	\$40,000	\$0	\$40,000
Deliverable 3.3 Housing needs projection for various household income levels	\$16,000	\$0	\$16,000
Deliverable 3.4 Review of City of Olympia Housing Element and development code	\$5,000	\$5,000	\$0
Deliverable 3.5 Draft Housing Action Plan for the Cities of Lacey, Olympia, and Tumwater	\$56,000	\$21,000	\$35,000
Deliverable 4.1 Final Housing Action Plan adoption by the City of Olympia	\$20,000	\$15,000	\$5,000
TOTAL	\$200,000	\$50,000	\$150,000

Below is an estimate of staff hours and budget by partner for the total project. The shaded portions of the tables below are part of the City of Olympia contract with the Department of Commerce.

Budget

	Olympia	Lacey	Tumwater	TRPC	Total
1. Project Management	\$4,000	\$5,000	\$4,500	\$4,000	\$17,500
2. Project Coordination and Outreach	\$5,000	\$7,000	\$7,000	\$30,000	\$49,000
3. Plan Development	\$26,000	\$33,500	\$33,500	\$111,000	\$204,000
a. Data Development and Analysis	\$3,000	\$9,800	\$3,000	\$76,000	\$91,800
b. Policy Development	\$12,000	\$13,800	\$14,000	\$10,000	\$49,800
c. Comprehensive Plan Housing Element Review	\$8,000	\$4,500	\$10,000	\$10,000	\$32,500
d. Development of a List of Actions	\$2,000	\$4,000	\$5,000	\$5,000	\$16,000
e. Plan Assembly	\$1,000	\$1,400	\$1,500	\$10,000	\$13,900
4. Plan Adoption	\$15,000	\$4,500	\$5,000	\$5,000	\$29,500
Total	\$50,000	\$50,000	\$50,000	\$150,000	\$300,000

**Hours and Direct Costs
(Estimated Hours)**

	Olympia	Lacey	Tumwater	TRPC	Total
1. 1. Project Management	75	70	64	36	245
2. 2. Project Coordination and Outreach	87	105	100	350	642
3. 3. Plan Development	448	521	494	1,187	2,650
a. a. Data Development and Analysis	50	145	44	1187	26500
b. Policy Development	206	215	208	111	740
b. Comprehensive Plan Housing					
c. Review	140	78	144	103	465
d. Development of a List of Actions	32	63	72	59	226
e. Plan Assembly	20	20	26	113	179
4. 4. Plan Adoption	258	70	76	54	458
Total	868	766	734	1,627	3,995

Direct Costs: \$3,000 for printing and postage.

Consultant: Consultant expertise may be needed for market conditions assessment. Hours in Task 3 will be reduced accordingly to accommodate this.

EXHIBIT C

Attachment A

Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) *Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) *Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) *Analyze population and employment trends, with documentation of projections;*
- (d) *Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) *Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) *Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) *Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

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

Action: Develop a Housing Action Plan			
Steps/ Deliverables	Description	Start Date	End Date
Task 1	Project Management a. Execute interlocal agreement with project partners	12/1/2019	6/15/2021
Deliverable 1	• Interlocal agreement for the City of Lacey portion of the project.		2/1/2020
Task 2	Project Coordination and Outreach • Brief Lacey City Council and planning commissions throughout project.	3/1/2020	01/15/2021
Task 3	Individual City of Lacey Housing Action Plan	3/1/2020	

Attachment A

Task 3-1.a	a. Data Development and Analysis	3/1/2020	1/15/2021
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Steps/ Deliverables	Description	Start Date	End Date
	<p>a. Identify selected new housing development and redevelopment sites within Lacey and assess suitability for types of housing, supporting infrastructure, market constraints (ratio of development/construction costs to local market rent/sale capacity)</p> <p>b. Comprehensive Plan Housing Element Review</p> <p>i. Review and evaluate the current housing element of the City of Lacey Comprehensive Plan. Align this review with data developed through the Buildable Lands program for Thurston County and the Data Analysis.</p> <p>ii. Evaluate existing City of Lacey development codes related to implementation of housing policies.</p>		
Deliverable 2.	Summary report on evaluation of City of Lacey Housing Element and development codes and potential housing sites		1/15/2021
Task 3-1.b	<p>i. Identify and select a menu of strategies for the City of Lacey from the broader regional menu to increase the supply of housing and variety of housing types needed to serve the housing needs identified through the Data Analysis. Consider strategies to minimize displacement of low-income residents resulting from redevelopment.</p>	9/1/2020	1/15/2021
Task 3-1c	<p>e. Plan Assembly</p> <p>i. Develop a draft Housing Action Plan for the Cities of Lacey, Olympia, and Tumwater, Washington. The Plan will contain separate chapters or appendixes listing city-specific actions for adoption.</p>	1/1/2021	1/31/2021
Deliverable 3	<ul style="list-style-type: none"> Draft Housing Action Plan for the City of Lacey 		2/01/2021
Task 4	<p>Plan Adoption</p> <p>a. Develop final Housing Plan for the City of Lacey, Washington.</p>	1/31/2021	6/15/2021
Deliverable 4	<ul style="list-style-type: none"> Adopted Housing Action Plan for the City of Lacey 		6/15/2021

Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) *Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) *Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) *Analyze population and employment trends, with documentation of projections;*
- (d) *Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) *Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) *Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) *Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

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

Action: Develop a Housing Action Plan – City of Tumwater Specific Scope			
Steps/ Deliverables	Description	Start Date	End Date
Task 1	Project Management	12/1/2019	6/15/2021
	a. Execute interlocal agreement with project partners		
Deliverable 1	Interlocal agreement for the City of Tumwater portion of the project		2/1/2020
Task 2	Project Coordination and Outreach	1/1/2020	5/31/2021
	a. Brief Tumwater City Council and Planning Commission throughout project		
Task 3	Plan Development		
Task 3-1	Individual City of Tumwater Housing Action Plan		
Step 3-1.a	a. Comprehensive Plan Housing Element Review	3/1/2020	1/15/2021

Action: Develop a Housing Action Plan – City of Tumwater Specific Scope			
Steps/ Deliverables	Description	Start Date	End Date
	<ul style="list-style-type: none"> i. Review and evaluate the current Housing Element in the City of Tumwater Comprehensive Plan. Align this review with data developed through the Buildable Lands program for Thurston County and the Data Analysis. ii. Review the effectiveness of existing City of Tumwater code provisions related to housing 		
Deliverable 2	Review of City of the Tumwater Housing Element and development code		1/15/2021
Step 3-1.b	b. For the City of Tumwater, develop a List of Actions from the broader regional menu	9/1/2020	1/15/2021
Step 3-1.c	<ul style="list-style-type: none"> c. Plan Assembly <ul style="list-style-type: none"> i. As part of the group scope for the Cities of Lacey, Olympia, and Tumwater, develop a draft Housing Action Plan for the three cities. The Plan will contain a separate chapter or appendix listing city-specific actions for adoption that will require work by the City of Tumwater. 	1/1/2021	1/31/2021
Deliverable 3	Draft Housing Action Chapter for the City of Tumwater		1/31/2021
Task 4	Plan Adoption <ul style="list-style-type: none"> a. Develop final Housing Plan for the City of Tumwater 	1/31/2021	6/15/2021
Deliverable 4	Final Housing Action Plan adoption by the Tumwater City Council		6/15/2021