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STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
128 - 10th Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

December 14, 2007

Mr. Barry Berezowsky, Planning Director
Poulsbo
19050 Jensen Way Northeast
Post Office Box 98
Poulsbo, Washington 98370-0098

Dear Mr. Berezowsky:

Enclosed is your signed original contract between Poulsbo and the Department of Community, Trade and Economic Development for your Competitive Grant. If you have any questions about the contract, please call me at (360) 725-3067.

Sincerely,

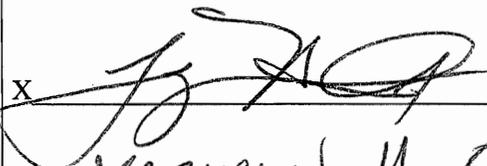
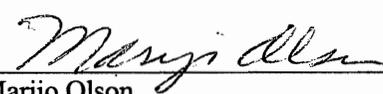
Jaclyn Woodson, Contract Specialist
Growth Management Services
Phone: (360) 725-3067 / Fax: / E-mail: jaclynw@cted.wa.gov

Enclosure



**Washington State Department of Community, Trade and Economic Development
Local Government Division
Growth Management Services**

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1. Contractor Name and Address Poulsbo 19050 Jensen Way Northeast Post Office Box 98 Poulsbo, Washington 98370-0098		2. Contractor Doing Business As (optional)	
3. Contractor Representative Name: Barry Berezowsky Phone: (360) 779-3006 Fax: (360) 697-8269 e-mail: bberezowsky@cityofpoulsbo.com		4. CTED Representative Name: Tim Gates Phone: (360) 725-3058 Fax: e-mail: timg@cted.wa.gov	
5. Contract Amount \$30,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date 06/30/2009
9. Federal Funds (as applicable)		Federal Agency: N/A	
		CFDA Number: N/A	
10. Tax ID # 91-6001488	11. SWV #	12. UBI #	13. DUNS #
14. Contract Purpose To prepare a Downtown Parking Management Strategy			
CTED and GRANTEE acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT on the date below to start as of the date of the last signed party. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and following other documents incorporated by reference in the AGREEMENTS' Terms and Conditions including Attachment "A" Scope of Work, and Attachment "B" Budget.			
FOR THE CONTRACTOR X  _____ KATHRYN A. QUANE Name (please print) _____ MAYOR, CITY OF POULSBO Title _____ 30 NOV 07 Date		FOR THE DEPARTMENT  _____ Marijo Olson Acting Assistant Director _____ 12/14/07 Date APPROVED AS TO FORM ONLY _____ Alan D. Copsyey Assistant Attorney General _____ June 18, 2007 Date	

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CONTRACT TERMS & CONDITIONS

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT, hereinafter referred to as "CTED," and Poulsbo hereinafter referred to as the "GRANTEE."

Whereas, CTED has the responsibility under RCW 43.330.050(5) to provide financial and technical assistance to the communities of the state, to assist in improving the delivery of federal, state, and local programs; and to provide communities with opportunities for productive and coordinated development beneficial to the well-being of communities and their residents; and

WHEREAS, the CTED has the statutory authority under RCW 43.330.120 to offer technical and financial assistance to cities and counties planning under the Growth Management Act; and

WHEREAS, CTED has selected the GRANTEE to receive funds and the GRANTEE shall use the funds to undertake a project which furthers the goals and objectives of CTED's Growth Management Services Unit in accordance with its mission.

THEREFORE, the parties mutually agree to the following terms and conditions:

SCOPE OF WORK

The GRANTEE shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on date of execution, which will be the date of the last signature, and be completed on 06/30/2009, except for any remaining obligations of the GRANTEE as may exist under Attachment "A," unless terminated sooner as provided herein. Pursuant to Scope of Work attachment "A", all deliverables must be completed and received by CTED by the dates listed in attachment "A".

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$30,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount. Any such written agreement shall be attached to this Agreement and shall be considered an amendment to this Agreement. Compensation for service(s) shall be paid according to the schedule listed in Attachment "B" which is attached hereto and incorporated by reference.

In the event that the GRANTEE fails to expend funds under this AGREEMENT in accordance with state laws and/or the provisions of this AGREEMENT, CTED reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance. Such right of recapture shall exist for a period not to exceed six years following expiration of this Agreement or its termination by either party. Repayment by the GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event that CTED is required to institute legal proceedings to enforce this recapture provision, CTED shall be entitled to its costs thereof, including reasonable attorney's fees.

CTED
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
P.O. BOX 1000
SEASIDE, WA 98148

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein.

These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration or termination of the Agreement, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

INDEPENDENT CAPACITY

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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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 determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Scope of work;
- c. Budget;
- d. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either 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.

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.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for CTED is:

Tim Gates
906 Columbia St. SW.
PO Box 48350
Olympia, WA 98504-8350
ting@cted.wa.gov
(360) 725-3058

The Program Manager for GRANTEE is:

Barry Berezowsky
19050 Jensen Way Northeast Post Office Box 98
Poulsbo, Washington 98370-0098
bberezowsky@cityofpoulsbo.com
(360) 779-3006

ALL WRITINGS CONTAINED HEREIN

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

The attachments to this Agreement are as follows:

ATTACHMENT A: "Scope of Work"

ATTACHMENT B: "Budget"

ATTACHMENT A: Scope of Work

Grantee: Poulsbo

Summary: To prepare a Downtown Parking Management Strategy

Estimated Completion Dates & Activities:

Goals/ Actions/ Deliverables	Description	Start Date	End Date
Goal 1.0	to prepare a Downtown Parking Management Strategy		
Action 1.1	Select consultant and enter into contract	Date of Execution	2/28/2008
Action 1.2	Gather initial input from Stakeholder Working Group and prepare draft strategy	3/3/2008	6/13/2008
Deliverable 1.3	Preliminary Draft Downtown Parking Management Strategy	6/13/2008	6/13/2008
Action 1.4	Consultant presents Draft Downtown Parking Management Strategy to stakeholder working group and City Council	7/1/2008	12/12/2008
Action 1.5	Consultant revised Draft Downtown Parking Management Strategy based upon input received	1/2/2009	6/12/2009
Deliverable 6.0	Final Draft Downtown Parking Management Strategy	6/12/2009	6/12/2009

Status Reports Due By:

6/15/2008
12/15/2008
6/15/2009

REPORTS:

- A. The GRANTEE shall submit a brief progress report on a form approved by CTED which describe the progress made on the work program outlined in Attachment "A." Progress reports will be submitted on a Semi-annual calendar cycle. The semi-annual progress report shall also provide detail on the dedicated matching funds.

- B. The GRANTEE shall furnish, along with or prior to submitting the final invoice voucher, two copies of each final product designated in Attachment "A."

ATTACHMENT B: BUDGET

The budget shall consist of the following elements:

1. Category of Expenditure

	SFY 2008	SFY 2009	Total
Salaries and Benefits	\$ 10,000	\$ 10,000	\$ 20,000
Goods and Supplies	\$ 3,000	\$ 1,500	\$ 4,500
Professional Services	\$ 15,000	\$ 15,000	\$ 30,000
Other Goods and Services	\$ 0	\$ 0	\$ 0
Total	\$ 28,000	\$ 26,500	\$ 54,500

2. Budget Summary

	SFY 2008	SFY 2009	Total
CTED Funds	\$ 15,000	\$ 15,000	\$ 30,000
Other Funds	\$ 13,000	\$ 11,500	\$ 24,500
Total	\$ 28,000	\$ 26,500	\$ 54,500

3. Payment Disbursement Schedule

	Amount
Upon final signing of contract and before June 30, 2008	\$ 7,500
After submission of first status report and before June 30, 2008	\$ 7,500
After submission of second status report and before June 30, 2009	\$ 7,500
Upon completion of the contract and before June 30, 2009	\$ 7,500

4. Special Budget Provisions

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

5. Reimbursement Provisions

- A. Funds will be disbursed per the schedule established in Attachment "B."
- B. Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.
- C. Within twenty (20) days after receiving and approving the voucher, CTED shall remit to the GRANTEE a warrant covering CTED's share of the costs incurred for work performed.
- D. The final invoice voucher covering costs incurred for work performed on or before 06/30/2009 must be submitted by the GRANTEE prior 6/15/2009, to allow CTED sufficient time to process it. Payment of the final voucher shall be contingent upon CTED's receipt and approval of any products or deliverables designated in Attachment "A."

