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CB 117252

Tom Hauger
DPD Authorize Contract with PSRC ORD
July 7, 2011
Version # 1

ORDINANCE _____

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AN ORDINANCE authorizing the Director of the Department of Planning and Development to enter into a contract with the Puget Sound Regional Council for the purpose of preparing an urban design plan for the area near the planned Northgate light rail station and authorizing the receipt of funds; and authorizing the Director to give on behalf of the City, the mutual indemnification set forth in that contract.

WHEREAS, the Puget Sound Regional Council has received a multi-year grant from the U.S. Department of Housing and Urban Development to support neighborhood planning for more sustainable communities near planned transit stations; and

WHEREAS, Sound Transit is planning to construct a light rail transit station in the Northgate Urban Center on property currently owned by King County; and

WHEREAS, King County is pursuing projects on its property that would encourage transit-supportive design, as well as densities of residential and employment that could enhance transit ridership at the Northgate transit station; and

WHEREAS, the Seattle Comprehensive Plan encourages concentrations of development in designated Urban Centers and increased use of transit options; and

WHEREAS, the Puget Sound Regional Council identified the Northgate light rail station as an opportunity for preparing a local plan for developing a sustainable community in the vicinity of a light rail station and selected the City of Seattle's proposal to prepare a plan for this area as one of the catalyst projects to be included in the project funded by the Department of Housing and Urban Development; and

WHEREAS, the City and Puget Sound Regional Council have negotiated the terms of an agreement, pursuant to which the Puget Sound Regional Council will provide U.S. Department of Housing and Urban Development (HUD) Sustainable Communities Regional Planning grant funds (per WARIP0042-10) to the City to support and conduct the Scope of Work provided in the Agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Department of Planning and Development is authorized to receive grant funds from and enter into a contract with the Puget Sound Regional Council for the purpose of preparing an urban design plan for the area in the vicinity of the Northgate transit light rail station. That contract is appended as Attachment A to this Ordinance.



1 Section 2. The Director of the Department of Planning and Development is authorized to
2 include within the contract described in Section 1 of this Ordinance the clause in which the City
3 and the Puget Sound Regional Council mutually indemnify each other, their officers, officials,
4 employees and agents for acts or omissions while acting within the scope of their employment.

5 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
6 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
7 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

8 Passed by the City Council the ____ day of _____, 2011, and
9 signed by me in open session in authentication of its passage this
10 ____ day of _____, 2011.

11 _____
12 _____
13 President _____ of the City Council

14
15 Approved by me this ____ day of _____, 2011.

16 _____
17 _____
18 Michael McGinn, Mayor

19
20 Filed by me this ____ day of _____, 2011.

21 _____
22 _____
23 Monica Martinez Simmons, City Clerk

24 (Seal)



Tom Hauger
DPD Authorize Contract with PSRC ORD
July 7, 2011
Version # 1

1 Attachment A: Project Agreement Between Puget Sound Regional Council and City of Seattle
2 for Northgate Transit Oriented Development

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Puget Sound Regional Council



**Project Agreement Between
Puget Sound Regional Council
and
City of Seattle for
Northgate Transit Oriented Development**

Date Entered into Agreement: July 12, 2011

**Project Agreement #: 2011-11
Project Agreement between the Puget Sound Regional Council
And City of Seattle
for Northgate Transit Oriented Development**



This AGREEMENT (hereinafter the "Agreement"), is made and entered into this 12th day of July, 2011 by and between the PUGET SOUND REGIONAL COUNCIL (hereinafter "PSRC") and CITY OF SEATTLE through the Department of Planning and Development (hereinafter "the City"), each of which is hereinafter referred to individually as a "Party" or collectively as "Parties."

RECITALS

- A. PSRC is a Metropolitan Planning Organization under federal law (23 USC 134) and a Regional Planning Transportation Planning Organization under state law (RCW 47.80) and has all powers necessary for the performance of the work and obligations of this Agreement, and has the authority to contract with member and non-member agencies for special services; and
- B. The City of Seattle is a city of the first-class under the laws of the State of Washington through its Department of Planning and Development; and
- C. PSRC will provide U.S. Department of Housing and Urban Development (HUD) Sustainable Communities Regional Planning grant funds (per WARIP0042-10) to the City to support and conduct the Scope of Work provided in attached Exhibit A of this Agreement; such Scope of Work being a portion of PSRC's federally funded implementation of a regional Sustainable Planning grant program (called the "Project").

NOW, THEREFORE, in consideration of the covenants, assurances and mutual promises herein the Parties agree as follows:

1.0 PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to establish the respective roles and responsibilities between the Parties with respect to the Project. This Agreement establishes the scope of work for the City as specified in Exhibit A, and provides for the PSRC funding and oversight of Project.

This collaborative Project support from the City will assist PSRC as an important key component in conducting the Project to help the region and the City implement a regional Sustainable Planning grant program. This work conducted by the City supports additional work on the Project to be conducted by PSRC and the other project partners beyond the scope of this Agreement.

2.0 TERM OF AGREEMENT

This Agreement shall take effect upon the date of its execution by all Parties and upon the effective date on an ordinance adopted by the City of Seattle authorizing the execution of the Agreement on its behalf, whichever is the last to occur.

The term of this Agreement is from its effective date as first set forth above, until the close of the Cooperative Agreement between HUD and PSRC on 1/31/14 unless otherwise terminated or extended by the mutual consent of the Parties.

3.0 DESIGNATED REPRESENTATIVES

To ensure effective intergovernmental cooperation and efficiencies, the Parties each designate a representative (the "Designated Representative") who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for each Party. The Designated Representatives shall each be responsible for the administration and performance of the Scope of Work of this Agreement, as well as ensuring that schedule, budget, and funding limitations of this Agreement are satisfied. Each Designated Representative is also responsible for coordinating the input and work of its respective governmental agency or department staff, consultants and contractors as it relates to the scope of this Agreement.



A Party may change its Designated Representative by written notice to the other Party. Each Party's Designated Representative is named below with the individual's contact information.

PSRC Designated Representative. The Designated Representative for PSRC is Ben Bakkenta. He may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

Puget Sound Regional Council	Phone: 206-971-3286
Attn: Ben Bakkenta, Program Manager	Fax: 206-587-4825
1011 Western Avenue, Suite 500	Email: bbakkenta@psrc.org
Seattle, WA 98104	

City of Seattle Designated Representative. The Designated Representative for City of Seattle is Tom Hauger. He may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

City of Seattle Department of Planning and Development	Phone: 206-684-8380
Attn: Tom Hauger	
Title: Manager, Comprehensive and Regional Planning	Fax: 206-233-7888
PO Box 34019	Email: Tom.Hauger@seattle.gov
Seattle, WA 98124-4019	

4.0. ROLES AND RESPONSIBILITIES OF THE PARTIES

4.1. City of Seattle

the City has agreed to the Scope of Work attached to this Agreement as Exhibit A, and will provide oversight/quality control for each work task to be performed by the City

- the City will prepare and submit to PSRC the Project invoices for reimbursement in the format specified in Section 6.3 below.
- the City shall maintain a financial accounting system for the Project that identifies all expenditures of the Project that are eligible for reimbursement under this Agreement, and which includes supporting documentation for disbursements.

The City agrees to comply with the requirements of the grant and reporting provisions set forth in the Cooperative Agreement between HUD and PSRC dated 1/27/11 or as established by HUD and the Office of Management and Budget.

4.2. Puget Sound Regional Council

PSRC has agreed to the Scope of Work attached as Exhibit A to this Agreement and, in accordance with Section 6 of this Agreement, will reimburse the City for all services rendered in accordance with such Scope of Work unless otherwise specified up to the maximum amount set forth in Section 6.1. Such reimbursement to the City shall be for all costs related to materials, labor, and other services rendered by its staff and professional consultants to complete agreed-upon work tasks.

4.3. Central Contractor Registration (CCR)

the City (and all subcontractors, if any) must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards or subawards, including this Agreement.



5.0. SCOPE OF WORK

the City shall furnish the necessary personnel, materials, services, equipment, and facilities and otherwise do all things necessary for or incidental to the performance of the work described in Exhibit A, which is attached to this Agreement and incorporated by reference.

the City must obtain the prior written approval of PSRC whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the Scope of Work or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.

6.0. FUNDING, BUDGET, & PAYMENT PROCEDURE

6.1. PSRC's Maximum Funding Obligation

Subject to the terms and conditions set forth herein, PSRC's obligation to reimburse the City as described in Section 4.1 above shall not exceed \$125,000 (One hundred twenty five thousand dollars). PSRC shall not be obligated for any expenditure in excess of the maximum amount stated in this section, unless authorization is received from its Executive Board and an amendment to this Agreement is executed upon such terms and conditions as approved by the Board.

6.2. Budget

The estimated budget to accomplish the tasks described in the Scope of Work for this Agreement is incorporated in Exhibit A of this Agreement. This budget reflects the Parties' best estimates of the amounts that may be required to accomplish the total work under this Agreement. Actual amounts reimbursable under this Agreement shall be based on actual work performed under this Agreement and made pursuant to its reimbursement provisions and the provisions within Section 6.1 above. In the event it is determined that the Scope of Work has been accomplished by the City for a lesser amount than identified in this Agreement, PSRC shall only pay reimbursements for documented costs. In no event shall the the City be paid for costs that are not documented pursuant to the requirements of this Agreement.

6.3. Payments/Invoices

PSRC shall make reimbursements to the City for costs incurred in the performance of this Agreement, which are determined to be allowable, allocable, & reasonable in accordance with OMB Circular A-87, upon submission of invoices and other documentation as described in this Agreement. the City shall submit quarterly requests for reimbursement to PSRC in accordance with the procedures outlined below and using the form shown in Exhibit B. PSRC shall not transfer nor be obligated to transfer any funds in advance of its approval of such requests.

Documentation of all expenses eligible for reimbursement shall be maintained by the City and shall, upon request by PSRC, be provided prior to reimbursement as required by this Agreement. All invoices



presented for payment shall include a reasonable description of the tasks performed that correspond to the amounts invoiced.

To assure payment processing in a timely manner, the City shall submit all invoices, required reports, and documentation to the attention of:

Diana Lauderbach
PSRC, 1011 Western Ave, Suite 500
Seattle, WA 98104
206-464-5416
dlauderbach@psrc.org

Invoices will be signed by an authorized representative of the City who shall verify that the invoice is accurate, the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this Agreement.

Reimbursements by PSRC will be paid to the City and directed to the attention of the responsible individual specified in writing by the City. PSRC's shall, approve, and pay quarterly reimbursement invoices within 45 days of receipt.

PSRC reserves the right to withhold payments pending timely delivery and proper completion of the reports or documents as may be reasonably required under this Agreement.

6.4. Prohibited Use of Funds

The City may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).
- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.
- (e) Any activities prohibited under the Cooperative Agreement WARIP0042-10 between HUD and PSRC dated February 1, 2011.

6.5. Final Payment

Final payment will be made to the City upon final completion of the work and upon written acceptance by PSRC's Designated Representative. Any required adjustments shall be reflected in the final invoice.



6.6. Limitation on Consultant Payments

Per the requirements of the NOFA (Notice of Funding Availability), federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, www.opm.gov, and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

7.0. REPORTING AND RECORDS

7.1. Reports and Documentation

the City shall furnish quarterly progress reports and documentation for work completed. In addition, PSRC may require such other financial documents normally kept by the City in the course of its activities, to verify that the expenditures are related to the Project work funded by this Agreement, including, but not limited to: (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certification by the City of materials and services satisfactorily rendered, and (5) an itemized listing of the charges supported by copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by the City.

The City shall provide any plans, specifications, accounting records or other documents kept by the City in the course of its activities reasonably needed to satisfy requests from federal funding agencies for information to comply with PSRC's funding requirements.

The City shall inspect all work performed under this Agreement and assure that payments requested for reimbursement are eligible under this Agreement.

7.2. Availability of Records

All project records in support of all costs and actual expenditures incurred by the City and its Sub-Contractor(s) under this Agreement shall be maintained by the City and its Contractor(s) and open to inspection by PSRC (or its federal funding agency) during normal business hours, and shall be retained and made available for such inspection for the duration of the State and Federal records retention requirements from final payment of funds under this Agreement to PSRC. Copies of said records shall be furnished to PSRC and/or its federal funding agency upon request. This requirement shall be included in all subcontracts related to the work entered into by the City to fulfill the terms of this Agreement.

7.3. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282)(Transparency Act)

The City as having received an award from HUD through PSRC should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, the City will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals.



Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for PSRC on the government website. The reporting of subaward data is the responsibility of PSRC, and the City. The law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;
- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

HUD expects OMB to issue further guidance on subaward reporting. Based on preliminary input from the various federal agencies, consideration is being given to requiring the disclosure of additional data elements to help track the flow of funding from the original federal award. Such data elements under consideration include the tier at which the subaward was made, the federal award number issued to the direct awardee, the dollar amount of the federal award emanating from the direct award going to the subawardee, as well as the total subaward amount, which could include funds from other sources, and registration in the CCR. Additional information regarding these requirements when determined will be provided when available. Subawardees and direct awardees should always use an Employer Identification Number (EIN) when registering with CCR, not a Social Security Number, to ensure personal information and data is protected. To obtain an EIN, go to <http://search.irs.gov/web/query.html?col=allirs&charset=utf-8&qp=&qz=-Wot%3A%22Internal+Revenue+Manual%22&qz=&qm=0&rf=0&oq=&qt=form+SS4>.

To obtain form SS-4, Application for Employer Identification Number, and if you need assistance in completing the SS-4, you can contact the IRS helpline at 800-829-4933. The helpline is open from 7 a.m. to 10 p.m. your local time (Alaska and Hawaii follow Pacific Time), Monday to Friday, except federal holidays.

8.0. AUDIT

8.1. PSRC's Right to Audit

If an audit is requested by PSRC or required by any federal funding agency, the City shall cooperate fully with the auditor chosen by PSRC or the federal funding agency. At the time of an audit, if requested, the City will provide documentation of all costs incurred on the project. In the event that PSRC has paid the City in excess of the amount set forth in Section 6.1, the excess amount will be repaid by the City to PSRC within thirty (30) days of the conclusion of the audit. PSRC reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this Agreement based upon its review, the final audit, or any other special audits or reviews undertaken.

8.2. HUD's Right to Audit and Disallow and Recover Funds

The Federal government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this Agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if PSRC's auditor or a cognizant agency has already conducted one.



8.3. Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.

Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients of federal funds are required to maintain records that identify adequately the source and application of funds.

Recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations," are required to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).

The City agrees to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.

The City agrees to require its sub-recipients to include expenditures related to this Federal award on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of, as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

9.0. CONTRACT ADMINISTRATION

The City shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by the City. In no event shall any contract executed by the City be construed as obligating PSRC. Any claims arising out of the separate contracts of the City for work under this Agreement are the sole responsibility of the City. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, applicable bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

10.0. SUPERVISION & INVOLVEMENT

10.1. Direct Supervision

Nothing in PSRC's exercise of the right to inspect or accept the work performed by the City shall reduce the City's responsibility for the proper execution of the work or relieve the City from its responsibility for direct supervision of the work. When PSRC exercises its right to inspect or accept the work performed by the City, it shall not be deemed or construed to be in control of the work under this Agreement.

10.2. Sub-recipient Monitoring and Management

PSRC will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to PSRC tier-down to employees, affiliates, sub-recipients, and subcontractors, and PSRC will be responsible for ensuring compliance and submitting required reports to PSRC. PSRC may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

11.0. PUBLIC COMMUNICATIONS

Subject to Section 19.13, all public communications materials relating to the completion of work tasks under the terms of this Agreement shall be reviewed jointly by the City and PSRC in advance of release.

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine. The Parties acknowledge that the disclosure of information or records described in this Section 11.0 is limited by and not applicable where



any law, rule, regulation or court proceeding requires or allows disclosure of information and documents, and neither Party is required to notify the other or any program beneficiary regarding such allowed or required disclosure

All interim and final reports and any other specified deliverables shall be owned by the Federal government and held for the benefit of the public which shall include PSRC, the City, and the City's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the PSRC, the City, or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the HUD representative who is responsible for the technical administration of the Regional Planning Grant (the GTR).

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by PSRC or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Except as otherwise required by law relating to disclosure of documents, copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the PSRC or its staff, CONTRACTOR or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall be provided to the GTR for review and comment before the planned release. Except as otherwise required by law relating to disclosure documents, whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event later than simultaneously with the release.

12.0. MINORITY, WOMEN, & DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

PSRC's Minority, Women, and Disadvantaged Business Guidelines (M/W/DBE) will be adhered to over the course of implementing this Project Agreement. PSRC's M/W/DBE Program can be found at www.psrc.org/about/public/titlevi/dbe.

13.0. FAIR HOUSING and CIVIL RIGHTS LAWS

The City represents, warrants, and certifies to PSRC that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;



4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.

The City represents, warrants, and certifies to PSRC and to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainable Communities Regional Planning Grant Program.

The City represents, warrants, and certifies to PSRC and to HUD that it shall ensure that employment of any new City staff associated with this Agreement, contracting, and other economic opportunities generated by the Sustainable Communities Regional Planning Grant Program shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.

The City is required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities with respect to the activities described in this Agreement and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2 in so far as such regulations apply to the activities performed by the City under this agreement.

14.0. ENVIRONMENTAL REVIEW

This Environmental Review section applies to Category 2 Grants (Detailed Execution Plans and Programs), as described in the NOFA, for projects that involve site control or acquisition. The City and PSRC acknowledge that the work under this Agreement does not involve site control or land acquisition.

15.0. DEFAULT AND DISPUTE RESOLUTION

15.1 Dispute Resolution

The Parties will work collaboratively in accordance with the following steps to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority possible.

The Designated Representatives shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each Designated Representative shall notify the other in writing of any problem or dispute the Designated Representative believes needs formal resolution. This written notice shall include:

- A description of the issue to be resolved;
- A description of the difference between the Parties on the issue; and
- A summary of steps taken by Designated Representative to resolve the issue.



The Designated Representatives shall meet within three (3) business days of receiving the written notice and attempt to resolve the dispute. In the event the Designated Representatives cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), the PSRC Executive Director or his/her designee and the City's Executive or his/her designee shall meet within seven (7) business days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.

The Parties agree that they shall have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted. If any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above, the Parties agree to enter into a tolling agreement with respect to the statute of limitations or, if legal proceedings have already been commenced, to seek an order to suspend any such proceeding while the procedural steps set forth above are satisfied.

15.2 Default

The City is in default if one or more of the following occurs:

1. Any use of Agreement funds for a purpose other than as authorized by this Agreement;
2. Any material noncompliance with Federal, State, or local laws or regulations as determined by PSRC or HUD;
3. Any other material breach of this Agreement;
4. Any misrepresentation which, if known to PSRC, would have resulted in this Agreement not being signed; or
5. Failure to meet any reporting requirement.

If PSRC determines preliminarily that the City is in default as described in items 1-5, above, PSRC will give the City notice of this determination and the corrective or remedial action proposed by PSRC. The City shall have an opportunity to demonstrate, within the time prescribed by PSRC (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before PSRC implements the corrective or remedial action.

Where PSRC determines that corrective or remedial actions by the City have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, PSRC may take the following additional corrective and remedial actions under this Agreement:

1. Reduce the reimbursement to the City in the amount affected by the default.
2. Demand repayment of all funds reimbursed.
3. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this Agreement, or other pertinent authorities.
4. Temporarily withhold cash payments pending correction of the deficiency by the the City.
5. Withhold further payments.
6. Take any other remedial action legally available, including termination of this Agreement under 18.1.

16.0 INDEMNIFICATION

To the extent permitted by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to; or are due to, any acts or omissions of the indemnifying Party arising from the implementation of this Agreement.



No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification.

Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other parties, and of all resulting judgments that may be obtained against the other Party.

This indemnification shall survive the termination of this Agreement.

17.0 INSURANCE

Each Party will maintain at all times during the term of this Agreement, satisfactory limits of insurance and/or self-insurance to protect against claims arising out of this Agreement. Such insurance or self-insurance shall include General Liability, Business Automobile Liability, and Workers' Compensation in accordance with statutory requirements under Title 51 RCW.

Each Party will require and cause its respective subcontractors of all tiers to maintain such insurance as described above in sufficient amounts to protect the interest of the Parties. As to prime subcontractors, such insurance shall be confirmed by a Certificate of Insurance prior to commencement of the work.

It is understood and agreed that insurance and/or self-insurance provided by the Parties under this Agreement is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Parties or their Contractors of any tier under their respective contracts or imposed by applicable laws or regulations.

18.0 TERMINATION OF AGREEMENT

18.1. Termination for Default

Either Party may terminate this Agreement, in whole or in part, if the other Party substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the Party giving notice of termination, provided that, the Party terminating the Agreement shall:

- Deliver to the other Party, a written notice of intent to terminate at least thirty (30) calendar days prior to the date of termination stating the manner in which the other Party has failed to perform the obligation(s) under this Agreement; and
- An opportunity for the other Party to cure the default within at least thirty (30) calendar days of receipt of the notice of the intent to terminate.

If the other Party fails to remedy the default or the breach within the time period established in the Notice of Termination or any extension thereof granted by the Party not at fault, this Agreement shall be deemed terminated. However, any terms of this Agreement relevant to a dispute that is unresolved at the time of termination shall survive until the dispute is finally resolved.

18.2. Termination for Convenience

Either Party may terminate this Agreement, in whole or in part, for its convenience provided that the terminating Party shall provide the other Party with an advance notice of at least thirty (30) calendar days to permit the other Party to reasonably assume the responsibilities being performed by the terminating Party.



18.4. Rights and Duties of Parties Upon Termination

A termination shall not extinguish or release either Party from liability, claims, or obligations arising under this Agreement, including those of third parties existing as of the time of termination. Any costs incurred prior to the effective date of termination after proper notification will be borne by the Parties in accordance with the terms of this Agreement and this Section. The record keeping requirements, payment, release and indemnification provisions set forth in this Agreement and all remedial provisions shall survive termination of this Agreement.

Upon termination of this Agreement by expiration of the term or upon termination for the convenience of the Parties, the Parties agree to work together cooperatively to develop a coordinated plan for terminating the scope of work rendered up until the time of termination and determining reasonable contract close-out costs for termination for convenience or as a result of PSRC's default or breach. In the event of termination by default or breach, PSRC shall only be obligated to compensate the City for the portion of work that has been satisfactorily rendered to the date of termination according to the terms of this agreement.

19.0. GENERAL CONTRACT PROVISIONS

19.1. Rights and Remedies

This Section omitted.

19.2. No Agency

No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

19.3. Third Party Rights

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and HUD, and gives no right to any other entity. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and HUD.

19.4. Assignment/Successors

No Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, without prior written consent by the other Party. This limitation does not, however, prevent the City from selecting subcontractors or consultants to perform the work authorized by this Agreement. All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives.

19.5. Compliance with Laws

The City shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants, and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be performed. The work performed by The City under this Agreement shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

19.6. Governing Law and Venue

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action resulting from this Agreement shall be brought in the Superior Court of King County, Seattle



19.7. Whistleblower Protection

CONTRACTOR and any sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.
Faxing at (202) 708-4829
E-mailing to hotline@hudoig.gov
Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

19.8. No Employee Relationship

In performing work hereunder, The City and its employees, agents, consultants, and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of PSRC in any manner whatsoever. No employee of any Party shall hold him/herself out as, or claim to be an officer or employee of the other Party by reason of this Agreement and shall not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents, and representatives, including consultants, and shall hold the other Party harmless therefrom.

19.9. Notice

All notices or requests required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by facsimile transmission and shall be deemed received three (3) business days following the date when mailed or on the date when delivered or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent to the PSRC and The City addressed as shown in Section 3.0.

19.10. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of a provision of this Agreement, including failure to require full and timely performance of any provision, shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties, and attached to the original Agreement.

19.11. Severability

If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby shall remain in full force and effect. The Parties agree to negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

19.12. Warranty of Right to Enter into Agreement

The Parties each warrant that they have the authority to enter into this Agreement and that the persons signing this Agreement have the authority to bind such person's respective entity.



19.13. Publicity

The Parties to this Agreement shall not make any formal press releases, news conferences or similar public statements concerning this Agreement without prior consultation with the other Party.

19.14. Future Support

PSRC makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Agreement.

19.15. Exhibits

All exhibits referenced in and attached to this Agreement are incorporated herein, except to the extent otherwise provided herein.

19.16. Amendments/Supplements

The Parties reserve the right to amend this Agreement as necessary. No addition or modification to this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized representative of each of the Parties or its governing body, as appropriate.

19.17. Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

19.18. Lobbying Activities Prohibition

Any work performed by The City under this Agreement is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

19.19. Collection of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501-3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The City is conducting the collection of information at the specific request of HUD; or
- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if The City decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.



19.20. Confidentiality

The Parties acknowledge that the prohibitions against disclosure of information or records described in this Section 19.20 is limited by and not applicable where any law, rule, regulation or court proceeding requires or allows disclosure of information and documents, and neither Party is required to notify the other or any program beneficiary regarding such allowed or required disclosure.

The City and any subgrantees, subcontractors or vendors must maintain confidential files on individual program beneficiaries served associated with this Agreement. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. The City may only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to the City staff and management staff. the City must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the City itself.

19.21. Copyrights

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this grant; and (b) any rights of copyright to which PSRC or City or any sub-grantee of City purchases ownership with award funds.

19.22. Patents

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Sustainable Housing and Communities
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 10180
Washington, DC 20410-3000

19.23. Equipment

When acquiring equipment, The City shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

19.24. Entire Agreement

This Agreement, including its Recitals and Exhibits, embodies the Parties entire Agreement on the matters covered by it, except as supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.

19.25. Execution of Agreement

This Agreement shall be executed in two (2) counterparts, any one of which shall be regarded for all purposes as one original.



19.26. Order of Precedence

In the event of any inconsistency among any provisions of this agreement, the following order of precedence shall apply:

- a) Cooperative Agreement WARIP0042-10 Provisions
- b) NOFA (Docket No: FR-5396-N-03)
- c) *Growing Transit Communities* HUD GTR-Approved Management and Work Plan
- d) Uniform Administrative Requirement (OMB-Circular A-87)

20.0. FLOW DOWN PROVISIONS

If the City contracts or subawards funds under this agreement with a person or entity to perform work under this award, the the City shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB)

The Terms and Conditions of this Agreement flow down to all tiers of subgrantees. If the City contracts or subawards funds under this Agreement with a person or entity to perform work under this award, the City shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget. All subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than 120 days after execution of this agreement.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Agreement as of the date written below.

The City of Seattle – Department of Planning and Development
PO Box 34019
Seattle, Washington 98124-4019

PSRC:
Puget Sound Regional Council
1011 Western Avenue, Suite 500
Seattle, Washington 98104

By: 
Marshall Foster
City Planning Division Director

By: 
Bob Drewel, Executive Director
Puget Sound Regional Council

Date: 7/13/11

Date: 7/12/2011

Approved as to form: City Attorney

By: _____
NAME, TITLE
AGENCY



Exhibit A

**Scope of Work and Budget Summary
 for City of Seattle Northgate Transit Oriented Development**

**Amounts Based on \$125,000 from HUD Cooperative Agreement WARIP0042-10
 and \$150,000 Local Match**

This exhibit contains two sections: (1) Task and budget summary table describing tasks and approximate associated required budget, (2) a description of the local match committed by the City of Seattle, consistent with components of the Cooperative Agreement WARIP0042-10 executed between the US Department of Housing and Urban Development and the Puget Sound Regional Council, effective date February 1, 2011.

This contract will cover costs incurred by the City of Seattle related to tasks described in Element C.1 of the overall *Growing Transit Communities* program, summarized below. These tasks are to be conducted in coordination with related work led by project partner King County Department of Transportation, described in Project Agreement #: 2011-07, entered between the Puget Sound Regional Council and King County Department of Transportation for implementation of additional tasks in Element C.1, not the responsibility of the City of Seattle.

I. TASK AND BUDGET SUMMARY TABLE

NORTHGATE TOD PLANNING				
Task #	Task Description	Lead	Budget	Timing
C1.1.1	Determine Study Area <ul style="list-style-type: none"> ◦ Site abutting light rail station. ◦ Consider larger area that could include ancillary uses or that offer opportunity for enhanced TOD 	Seattle	\$2,500	April - May 2011
C1.1.2	Map existing conditions in Study Area <ul style="list-style-type: none"> ◦ Regulatory: zoning, environmentally critical areas, ◦ Natural features: topography, view sheds ◦ Built environment: current land uses, roadways, sidewalks, ◦ Urban Design Characteristics: existing public spaces, design features of private development 	Seattle	\$5,000	May - June 2011
C1.1.3	Review Current Policy Direction, including: <ul style="list-style-type: none"> ◦ City's Comprehensive Plan ◦ Northgate Urban Center Plan ◦ Street Design Plan for 5th Ave. ◦ Urban Design Framework for Northgate Core 	Seattle	\$2,500	May - June 2011
C1.1.4	Develop TOD Approach <ul style="list-style-type: none"> ◦ Conduct workshop among staff 	Seattle	\$30,000	July - October 2011



	<p>from agencies including City of Seattle Department of Planning and Development, Department of Transportation, Department of Neighborhoods; King County Metro, Department of Natural Resources and Parks; Seattle Housing Authority; Sound Transit; Public Health.</p> <ul style="list-style-type: none"> • Synthesize workshop results, align with City policies • Deliverable: Memo identifying TOD Options to be reviewed as alternatives in Supplemental EIS that KC will prepare; Options will describe potential zoning designations, mixes of uses, structure heights and densities. • Provide information and materials related to the TOD Approach, for use in public outreach; participate in selected outreach events 			
C1.1.4a	<p>Public Outreach</p> <ul style="list-style-type: none"> • Reconvene Northgate Stakeholders Committee • Augment committee with additional community members, including from traditionally under-represented groups • Present initial TOD concept and elicit public comments in July • Present revised TOD concept and EIS alternatives in September to confirm direction 	Seattle	\$2,500	July - September 2011
C1.1.4b	<p>SEIS support</p> <ul style="list-style-type: none"> • Provide information to KC, consultants to assist in preparation of SEIS, as needed • Brief Seattle elected officials, community groups 	Seattle	\$5,000	November 2011 – March 2012
C1.1.5	<p>Development and Design Concepts</p> <ul style="list-style-type: none"> • Prepare Development Concept for Study Area based on analysis in SEIS, public comment, analysis from Seattle Housing Authority and results 	Seattle	\$42,500	April – June 2012



	<p>of health impact assessment to describe appropriate densities, uses, building types; heights, parking strategies, and key access routes to the light rail station, along with appropriate impact mitigation</p> <ul style="list-style-type: none"> • Determine appropriateness of transferring development rights from rural area to the Study Area • Prepare Urban Design Concept identifying public realm improvements and design features that include street designs, public open spaces and non-motorized facilities in the study area 			
CI.1.6	<p>City Legislation</p> <ul style="list-style-type: none"> • Prepare rezone analysis • Work with City Attorney • Prepare and submit rezone recommendation to Seattle Hearing Examiner/City Council • Possible additional legislation needed to adopt street design plan(s), amendments to neighborhood design guidelines, or to approve a development agreement between Seattle and King County • Work with City Council in its review of proposed legislation 		\$35,000	July – September 2012

II. City of Seattle Local Match

The City of Seattle will provide approximately 0.3 FTE from a variety of City staff during the term of the overall HUD Growing Transit Communities planning program (36 months) as an in-kind contribution toward several activities of the overall HUD *Growing Transit Communities* work program, including work related to the Northgate TOD Working Group (Element C), the Affordable Housing Steering Committee (Element D), and the North, South and East Corridor Task Forces (Element B). Based on direct salary and benefit costs and proportional overhead costs, this staff commitment is estimated to be valued at approximately \$150,000 through the end of 2013.



Exhibit B

Requisition for Payment
 and Reporting Template

To: Puget Sound Regional Council
 Attn: Accounts Payable
 1011 Western Avenue, Suite 500
 Seattle, Washington 98104

From: City of Seattle Department of Planning and
 Development
 PO Box 34019
 Seattle, Washington 98124-4019

Project Title: Northgate Transit Oriented Development
 Project Agreement Number: 2011-11

Invoice Period: From _____ to _____

Budget Table			
Items of Basic Expense	Current Expense	Total Expense to Date	Contract Budget
In-kind Contribution	\$	\$	\$
Billable Expense	\$	\$	\$
Total Requisition this Period	\$	\$	\$

Reporting Template	
Task Number & Title	Description of Work in Reporting Period

I certify that the expenses listed above have been properly incurred in the accomplishment of the services of this agreement.

 Name, Title

 Date



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Tom Hauger	Tom Hauger/4-8380	Joe Regis/5-0087

Legislation Title:

AN ORDINANCE authorizing the Director of the Department of Planning and Development to enter into a contract with the Puget Sound Regional Council for the purpose of preparing an urban design plan for the area near the planned Northgate light rail station and authorizing the receipt of funds; and authorizing the Director to give on behalf of the City, the mutual indemnification set forth in that contract.

Summary of the Legislation: This ordinance would authorize DPD's contract with PSRC, in which DPD would receive \$125,000 to conduct analysis and planning for future development at the Northgate light rail station. The ordinance also authorizes the mutual indemnification clause of that contract.

Background: Under the contract PSRC is committing a portion of the funds it has received from the federal Department of Housing and Urban Development to implement HUD's Regional Sustainable Communities program. King County, which owns the property on which the light rail station will be sited, has also received a grant from PSRC and will work with DPD in conducting the plan.

Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level*	2011 Appropriation	2012 Anticipated Appropriation
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Appropriations Notes: The PSRC contract would be established in 2011 with a term of 24 months. DPD does not require additional appropriation for this contract since the contract was anticipated when the budget was established and is included in DPD's base budget for 2011 and 2012.



Anticipated Revenue/Reimbursement: Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2011 Revenue	2012 Revenue
TOTAL				

Revenue/Reimbursement Notes: DPD anticipates reimbursements of up to \$125,000 in expenses over the next two years. These reimbursements are already reflected in DPD's budget.

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact: N/A

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2011 Positions	2011 FTE	2012 Positions*	2012 FTE*
TOTAL							

* 2012 positions and FTE are total 2012 position changes resulting from this legislation, not incremental changes. Therefore, under 2012, please be sure to include any continuing positions from 2011.

Position Notes:

Do positions sunset in the future? N/A

Spending/Cash Flow:

Fund Name & #	Department	Budget Control Level*	2011 Expenditures	2012 Anticipated Expenditures
TOTAL				

* See budget book to obtain the appropriate Budget Control Level for your department.

Spending/Cash Flow Notes:

What is the financial cost of not implementing the legislation?

One possible outcome of the parallel PSRC grant to King County is that the County could prepare a plan on its own and submit to the City a request for zoning or regulatory changes identified in that plan. If the City does not adopt this legislation and accept the grant, the City's analysis of the County's proposal would need to be supported by other resources not currently identified.



Tom Hauger
DPD Authorize Contract with PSRC FISC
July 7, 2011
Version # 1

Does this legislation affect any departments besides the originating department?

No

What are the possible alternatives to the legislation that could achieve the same or similar objectives? Without this contract, DPD would not have the resources necessary to prepare the plan that the contract's funds would support. Two possible alternatives are: 1) do not prepare a plan for the light rail station area; and 2) identify future revenue sources that could support this planning effort at a later time.

Is the legislation subject to public hearing requirements?

No. However, products of the plan that will be developed under this contract could include legislation changing the Land Use Code as it applies to all or a portion of the study area. Such legislation would require that City Council hold a public hearing before taking action.

Other Issues: None.

List attachments to the fiscal note below:





City of Seattle
Office of the Mayor

July 26, 2011

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill authorizing the Department of Planning and Development to enter into a contract with the Puget Sound Regional Council. Under that contract the Department will receive \$125,000 to help fund preparation of an urban design plan for the area around the Northgate light rail station.

Funding for the contract originated with the federal Department of Housing and Urban Development, which provided a grant of \$5 million from its Regional Sustainable Communities Program to the Puget Sound Regional Council. This is to support neighborhood planning for more sustainable communities around new transit centers that have been built or are expected in the region in the next 20 years. The City will be working in partnership with King County, which owns a large parcel of land that will partly serve as the location for Sound Transit's light rail station at Northgate.

This contract is a great opportunity for the City to continue its work of building complete communities that take advantage of the region's significant investment in light rail transportation. Thank you for your consideration of this legislation. Should you have questions, please contact Tom Hauger at 684-8380.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

