



Meeting Agenda - Final-revised

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 22, 2018

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [18-0496](#) Special Recognition - Proclamation Recognizing Olympia Heritage Month

Attachments: [Proclamation](#)

2.B [18-0519](#) Special Recognition - Presentation by Garden Raised Bounty (GRuB)

3. PUBLIC COMMUNICATION

(Estimated Time: 0-30 Minutes) (Sign-up Sheets are provided in the Foyer.)

During this portion of the meeting, citizens may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to three (3) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [18-0522](#) Approval of May 15, 2018 Study Session Meeting Minutes

Attachments: [Minutes](#)

4.B [18-0523](#) Approval of May 15, 2018 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.C [18-0517](#) Approval of a Funding Request from Interfaith Works to Support the Community Care Center
Attachments: [Email from Interfaith Works Program Director Meg Martin, dated April 27, 2018](#)
- 4.D [18-0518](#) Approval of Proposed Changes to Advisory Board and Committee Process
Attachments: [March 28, 2018 General Government Committee Meeting Minutes](#)
- 4.E [18-0390](#) Approval of Bid Award for the State Avenue and Phoenix Street Sidewalk and Pedestrian Crossing Improvements Project
Attachments: [Summary of Bids](#)
[Vicinity Map](#)
- 4.F [18-0393](#) Approval of Water Supply Agreement Between the Cities of Lacey and Olympia for the Use of Emergency Water System Intertie
Attachments: [Resolution](#)
[Agreement](#)
- 4.G [18-0443](#) Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County for Specialized Recreation
Attachments: [Resolution](#)
[Agreement](#)
- 4.H [18-0429](#) Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the Kaiser Woods Acquisition Project
Attachments: [Resolution](#)
[Agreement](#)
- 4.I [18-0434](#) Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the LBA Woods Morse-Merryman Acquisition Project
Attachments: [Resolution](#)
[Agreement](#)
- 4.J [18-0435](#) Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the West Bay Woods Acquisition Project
Attachments: [Resolution](#)
[Agreement](#)
- 4.K [18-0472](#) Approval of Resolution Authorizing the Purchase of Real Estate Owned by Raymond and Pamela Berschauer

Attachments: [Resolution](#)
[Agreement](#)
[Property Location Map](#)

- 4.L [18-0473](#) Approval of Resolution Authorizing the Purchase of Real Estate Owned by The Herbrand Company

Attachments: [Resolution](#)
[Agreement](#)
[Property Location Map](#)

- 4.M [18-0474](#) Approval of Resolution Authorizing the Purchase of Real Estate Owned by Claude R. Nickerson

Attachments: [Resolution](#)
[Agreement](#)
[Property Location Map](#)

- 4.P [18-0526](#) Approval of the Proposed Agenda Items, Location, and Facilitator for the Mid-Year City Council Retreat on June 9, 2018

Attachments: [Draft Retreat Agenda](#)

4. SECOND READINGS (Ordinances)

- 4.N [18-0255](#) Approval of an Ordinance Amending 2016 Parks General Obligation Bond Anticipation Note

Attachments: [Ordinance](#)
[Ordinance No. 7012](#)

- 4.O [18-0453](#) Approval of an Ordinance Appropriating 2017 Year End Funds

Attachments: [Ordinance](#)
[Year-End Fund Balance and Critical Needs Status](#)

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [18-0514](#) Draft 2018 CDBG Annual Action Plan and Public Process

Attachments: [Draft PY 2018 CDBG Allocations & Activities](#)
[Olympia CDBG Program - Annual Cycle](#)
[DRAFT Citizen Summary - CDBG Program Year 2018 Annual Action Plan](#)
[DRAFT CDBG Program Year 2018 Annual Action Plan](#)

- 6.B [18-0515](#) Draft Strategies and Public Process for CDBG Five-Year Consolidated

Plan

Attachments: [Draft Five-Year CDBG Consolidated Plan Strategies](#)
[Olympia CDBG Consolidated Plan - Alignment with other Plans](#)
[Olympia CDBG Program - Annual Cycle](#)
[Draft Citizens' Summary - Regional Consolidated Plan 2018 - 2022](#)
[Draft Regional Consolidated Plan \(2018 - 2022\)](#)

7. CONTINUED PUBLIC COMMUNICATION

(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Council

Special Recognition - Proclamation Recognizing Olympia Heritage Month

Agenda Date: 5/22/2018
Agenda Item Number: 2.A
File Number: 18-0496

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Proclamation Recognizing Olympia Heritage Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize May as Olympia Heritage Month in the City of Olympia.

Report

Issue:

Whether to recognize May as Olympia Heritage Month in Olympia.

Staff Contact:

Michelle Sadlier, Historic Preservation Officer, Community Planning & Development, 360.753.8031

Presenter(s):

Michelle Sadlier, Historic Preservation Officer

Katherine Kelly, Chair, Olympia Heritage Commission

Benjamin Helle, Chair, Outreach Committee, Olympia Heritage Commission

Background and Analysis:

Each May, the Olympia Heritage Commission joins community organizations around the country in celebrating Preservation Month. Started by the National Trust for Historic Preservation in 1973, the long-standing goals of this annual event are:

- To promote historic places to install national and community pride,
- To promote heritage tourism, and
- To show the social and economic benefits of historic preservation.

This year, the Commission has selected the theme of Olympia's transportation history for Olympia Heritage Month to highlight the impact of our community's role as a regional transportation hub on

Olympia's growth and vitality.

Events

The Commission and other community organizations are hosting a number of events throughout May, including:

- **History in Motion Happy Hour** - Join fellow Olympia history fans on this ever-popular trivia night, this time featuring a healthy mix of transportation-related questions. Hosted by *The Washington State Historical Society and Washington State Archives*. **Thursday, May 17, 2018, 7 p.m.**, Three Magnets (600 Franklin St SE);
- **Capitol Theater Celebrates Olympia Heritage Month** - All throughout May, the Olympia Film Society is hosting movies at historic Capitol Theater that celebrate culture and heritage, including a FREE screening of *The Boys of '36*, the remarkable story of University of Washington rowers at the Berlin Olympic Games. Local hero Don Hume's nephew, Tim, will provide an introduction to the film. *Hosted by the Olympia Film Society*. **Friday, May 18, 2018, 7 p.m.**, Capitol Theater (206 5th Ave NE);
- **Following in their Tracks: A Downtown Olympia Scavenger Hunt** - Building on enthusiasm for last year's event, the Heritage Commission is hosting another geocaching-style scavenger hunt ("OlyCache"). This time around, participants will explore places that tell the story of Olympia's role as a transportation hub. Hosted by *The Olympia Heritage Commission with support from the Olympia Archaeological Society*. **Saturday, May 19, 2018, 2 p.m.**, starts in Room 100, Olympia Center (222 Columbia St NW);
- **Historical Marker Dedication for South Sound Maritime History** - Come celebrate the installation of a brand new brass marker and interpretation panels at Percival Landing to showcase the stories of the USS Olympia and Vancouver and Puget's visit to our region back in the late 1700s. Hosted by *The South Sound Maritime Heritage Association and Olympia Parks, Arts & Recreation Department*. **Monday, June 4, 2018, 2:00 p.m.**, Harbor House on Percival Landing (325 Columbia St NW)

Neighborhood/Community Interests (if known):

General community interest in protecting the historic places that give our city its unique character and tell the story of our past.

Financial Impact:

Staff time, already included in 2018 budget.

Type: recognition **Version:** 1 **Status:** Recognition

Attachments:

Proclamation

PROCLAMATION

WHEREAS, the Olympia Heritage Commission works with other community partners to celebrate our city's historic places; and

WHEREAS, this year's focus is on Olympia's long-time role as the transportation hub for the southern end of Puget Sound; and

WHEREAS, Western Washington Tribes have long had a well-established network of trails and water routes throughout our region; and

WHEREAS, these trail and water networks were also used by nineteenth century settlers, giving way to different transportation patterns like gridded streets, plank sidewalks, and regularized public transportation by water; and

WHEREAS, before automobiles, nineteenth-century cyclists were largely responsible for lobbying the State Legislature and local governments for paved roads under the Washington State Good Roads Association; and

WHEREAS, Olympia's City Engineer gave their first annual report to the City Council in 1891 in which they advocated for paving Downtown streets, later transforming muddy roads into thoroughfares accessible year-round; and

WHEREAS, transportation networks continued to improve throughout the twentieth century, supporting the growth and vitality of Olympia; and

WHEREAS, Olympia's community, Public Works department, and other regional and State partners have continued to formally and informally evolve our city's transportation networks to accommodate the needs of everyone;

NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim May 2018 to be

OLYMPIA HERITAGE MONTH

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 22nd DAY OF MAY, 2018.

OLYMPIA CITY COUNCIL

Cheryl Selby
Mayor



City Council

Special Recognition - Presentation by Garden Raised Bounty (GRuB)

Agenda Date: 5/22/2018
Agenda Item Number: 2.B
File Number: 18-0519

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Presentation by Garden Raised Bounty (GRuB)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive the update on the GRuB Program. Briefing only; no action requested.

Report

Issue:

Whether to receive an update about the GRuB program.

Presenter(s):

Katie Rains, Executive Director
Students

Background and Analysis:

Through the GRuB in the Schools Initiative, disengaged and/or low-income students earn credits while learning about and contributing to their local food systems. They focus on the themes of Farming Self (personal development), Farming Land (sustainable land stewardship), and Farming Community (civic engagement and community service).

They also engage PreK-12 youth in hands-on learning about soil, plants, food, and community through field trips to our farm.

GRuB partners with lower-income people to create projects that increase access to healthy food.

Since 1993, they have worked alongside volunteers and gardeners to build more than 2,300 backyard and community gardens, host workshops, and provide support, training, and resources for new gardeners to find success. Their goal is for gardeners to build the skills and connections to organize good food projects in their own neighborhoods.

Type: recognition **Version:** 1 **Status:** Recognition

Attachments:

None



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of May 15, 2018 Study Session Meeting Minutes

Agenda Date: 5/22/2018
Agenda Item Number: 4.A
File Number: 18-0522

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of May 15, 2018 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 15, 2018

5:30 PM

Council Chambers

Study Session

1. ROLL CALL

Present: 6 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman and Councilmember Renata Rollins

Excused: 1 - Councilmember Lisa Parshley

2. BUSINESS ITEM

2.A [18-0470](#) Olympia Hearing Examiner Briefing

Principal Planner Tim Smith introduced Olympia Hearing Examiner Mark Scheibmier and described his responsibilities as Hearing Examiner.

Mr. Scheibmier discussed his duties and the nuance of each. This includes use permits; land use, master plan and rezone hearings; and appeals. He noted appeals and hearings are on the rise.

He shared some observations regarding the work he does for the City. He requested to have greater ability to work with law enforcement to assist when hearings get disrupted and the ability to adjust the start time of the hearings when it is apparent the hearing may go long. He also requested clearer regulations regarding parking related to development.

Councilmembers asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:20 p.m.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of May 15, 2018 City Council Meeting Minutes

Agenda Date: 5/22/2018
Agenda Item Number: 4.B
File Number: 18-0523

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of May 15, 2018 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 15, 2018

7:00 PM

Council Chambers

1. ROLL CALL

Present: 6 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman and Councilmember Renata Rollins

Excused: 1 - Councilmember Lisa Parshley

1.A ANNOUNCEMENTS

Mayor Selby announced the Council met earlier in a Study Session.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [18-0475](#) Special Recognition - National Police Week

Mayor Selby introduced Police Chief Ronnie Roberts. Chief Roberts highlighted the work of Corrections and Police Officers in recognition of National Police and Corrections Week.

The recognition was received.

2.B [18-0222](#) Special Recognition - Proclamation Recognizing Puget Sound Starts Here Month

Senior Outreach Specialist Susan McCleary and Water Surface Quality Planner Jeremy Graham discussed Puget Sound Starts Here campaign that educates citizens on how to keep pollution out of the Puget Sound.

Councilmember Gilman read a proclamation in recognition of Puget Sound Starts Here Month.

The recognition was received.

2.C [18-0286](#) Special Recognition - Proclamation Recognizing Bicycle Commuter Month

Councilmember Rollins read a proclamation recognizing Bicycle Commuter Month.

Intercity Transit Bicycle Commuter Challenge Coordinator Duncan Green discussed the 30th annual Bicycle Commuter Challenge.

The recognition was received.

3. PUBLIC COMMUNICATION

The following people spoke: Tom Blankenship, Stephanie Frizzell, Phoenix Wendt, Jim Reeves, Jimmy Wellings and CC Coates.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

4.A [18-0489](#) Approval of April 17, 2018 Study Session Meeting Minutes

The minutes were approved.

4.B [18-0488](#) Approval of April 17, 2018 City Council Meeting Minutes

The minutes were approved.

4.C [18-0490](#) Approval of April 24, 2018 Study Session Meeting Minutes

The Minutes were approved.

4.E [18-0491](#) Bills and Payroll Certification

Payroll check numbers 91284 through 91360 and Direct Deposit transmissions: Total: \$4,456,646.00; Claim check numbers 3698937 through 3700620: Total \$3,576,176.65

The decision was approved.

4.F [18-0444](#) Approval of Seasonal Ice Rink on Isthmus Park Properties

The decision was approved.

4.G [18-0432](#) Approval of a Resolution to Reject All Bids for Woodruff Park Sprayground Project

The resolution was approved.

4.H [18-0429](#) Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the Kaiser Woods Acquisition Project

The resolution was discussed and forwarded to the May 22, 2018 City Council Meeting.

- 4.I** [18-0434](#) Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the LBA Woods Morse-Merryman Acquisition Project

The resolution was discussed and forwarded to the May 22, 2018 City Council Meeting.

- 4.J** [18-0435](#) Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the West Bay Woods Acquisition Project

The resolution was discussed and forwarded to the May 22, 2018 City Council Meeting.

- 4.K** [18-0476](#) Approval of a Resolution Authorizing an Amendment to the Interlocal Agreement for Cooperative Law Enforcement and Mutual Aid

The resolution was adopted.

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances)

- 4.L** [18-0255](#) Approval of an Ordinance Amending 2016 Parks General Obligation Bond Anticipation Note

The ordinance was approved on first reading and moved to second reading.

- 4.M** [18-0453](#) Approval of an Ordinance Appropriating 2017 Year End Funds

The ordinance was approved on first reading and moved to second reading.

Approval of the Consent Agenda

Councilmember Jones moved, seconded by Councilmember Bateman, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman and Councilmember Rollins

Excused: 1 - Councilmember Parshley

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A** [18-0143](#) Downtown Street Improvement Projects Next Steps

Senior Planner Sophie Stimson discussed next steps to the downtown street improvement projects that were presented to the City Council in October 2017.

She reviewed the projects which include sidewalk replacement and bulb outs on Franklin Street and on Legion Way at Washington Street, a raised intersection and a two block extension of the bike lane from Sylvester Park down to Capitol Lake.

Ms. Stimson reported on public outreach efforts and feedback and described next steps for each of the projects. She outlined the amendment to the contract with KPG to complete design work.

Councilmembers asked clarifying questions.

Mayor Selby moved, seconded by Mayor Pro Tem Jones, to approve Move to approve the contract amendment with KPG, Inc. to complete the design of improvements on Legion Way and Franklin Street and authorize the City Manager to sign the contract amendment.

6.B [18-0499](#) Approval of a Resolution Establishing Immediate Action Items to Address Homelessness in Olympia

Mayor Selby discussed the meeting that occurred regarding Homelessness on May 8. She noted that the end of the meeting Councilmembers agreed to action steps to move forward.

Councilmember Bateman read the resolution.

Councilmember Rollins discussed an amendment to the resolution, adding a section 9 which states: The Olympia City Council commit ourselves and this organization to a culture of humility and continued learning on the issue of homelessness, particularly around issues of marginalization, anti-oppression, and trauma-informed care, in order to strengthen community relationships and live up to the City's values of Compassion, Integrity and Effectiveness.

Councilmembers discussed the resolution and the work going forward to address homelessness and its challenges.

Mayor Selby moved, seconded by Councilmember Cooper, to approve the Resolution Establishing Immediate Action Items to Address Homelessness in Olympia as amended.

Aye: 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman and Councilmember Rollins

Excused: 1 - Councilmember Parshley

4.D [18-0486](#) Approval of May 8, 2018 City Council Special Meeting to Discuss

Homelessness & Housing Meeting Minutes

The minutes were approved.

7. CONTINUED PUBLIC COMMUNICATION**8. REPORTS AND REFERRALS****8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

Councilmembers reported on meetings and events attended.

Councilmember Cooper discussed a referral to the Finance Committee regarding funding for strategies to address homelessness.

Councilmember Bateman noted she was appointed to the AWC Legislative Committee. She also mentioned Councilmember Cooper has been appointed as the City Council's representative to the Community Care Center Advisory Committee, which will have a Council representative appointed to every January when discussing committee assignments.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall noted the City's CDBG funding will be larger by 12.5% this year.

He discussed a request from Interfaith Works for \$30,000, which he requested to bring forward for action at next week's Council meeting.

9. EXECUTIVE SESSION**9.A [18-0484](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110(1)(c) - Real Estate Matter**

Mayor Selby recessed to Executive Session at 9:20 p.m. pursuant to RCW 42.30.110(1)(b) to discuss matters related to Real Estate. Mayor Selby announced no decisions will be made, the meeting is expected to last no longer than 1 hour, and the Council will adjourn immediately following the Executive Session. The Deputy City Attorney was present at the Executive Session.

9. ADJOURNMENT

The meeting adjourned at 10:20 p.m.



City Council

Approval of a Funding Request from Interfaith Works to Support the Community Care Center

Agenda Date: 5/22/2018
Agenda Item Number: 4.C
File Number: 18-0517

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Funding Request from Interfaith Works to Support the Community Care Center

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the request from Interfaith Works for \$30,000 to support the work of the Community Care Center.

Report

Issue:

Whether to whether to support the request for funding

Staff Contact:

City Manager Steve Hall, 360.753.8370

Community Planning & Development Director Keith Stahley 360.753.8227

Presenter(s):

Steve Hall

Keith Stahley

Background and Analysis:

The Community Care Center, located in downtown Olympia, brings together a number of service providers in the community to provide comprehensive clinical and dignity care services to the homeless, low income, and other street dependent populations throughout the greater Olympia area.

Since its inception, the City had been a partner with Providence by helping to fast track the initial land use approval process, supporting the Center with \$200,000 (CDBG) for facility improvements and allocating \$35,000 for initial staffing.

The success of the Center has been challenged by the enormous service demand placed on the operation. Because it is the only service center in Thurston County of its kind and because there is no active day center anywhere else in Thurston County, the numbers of persons using the Center

has been extreme.

To assist with the support of this effort, Interfaith Works has requested an additional \$30,000 from the City of Olympia to continue staff support for the Center (email attached).

In addition, we have heard that the City of Tumwater has also agreed to provide \$33,000 from its Community Development Block Grant funds for staffing of the Center.

Neighborhood/Community Interests (if known):

Successful operations of the Community Care Center will positively affect the health and perception of Olympia's downtown. It also provides needed services for many vulnerable populations from throughout Thurston County

Options:

1. Approve the request
2. Modify the request
3. Do not approve request

Financial Impact:

\$30,000. Proposed to be funded from the City Council goal money for 2018. Current balance before this action is \$85,000.

Attachments:

Email from Interfaith Works Program Director Meg Martin, dated April 27, 2018

From: Meg Martin <meg@iwshelter.org>
Sent: Friday, April 27, 2018 2:06 PM
To: Cheryl Selby; Jessica Bateman; Nathaniel Jones; Clark Gilman; Lisa Parshley; Renata Rollins; Jim Cooper
Cc: Steve Hall; Danny Kadden
Subject: A Request

Greetings Mayor Selby and distinguished City Council Members,

As you know Interfaith Works is currently operating the Community Care Center, 6 days a week, in partnership with Providence Health and many other key service providers in Thurston County to serve the highest needs citizens of our city and county who are experiencing homelessness. Thank you for all the support the city has given thus far to get this unprecedented collaboration and innovative program off the ground.

I am writing today to urgently request \$30,000 from the City of Olympia to help fill a gap in funds for the current program year for the 5FTE of staffing resources Interfaith Works provides as the primary support of the day-to-day operations of the Community Care Center. This contribution will likely be accompanied by other jurisdictions in hopes that a regional approach to supporting sensible solutions can be fostered. So far we have made a matching request for Thurston County emergency funds that is being considered, and we found out today that Tumwater City Council plans to allocate CDBG service dollars to the project for a comparable amount for the coming program year.

While many key stakeholders understand the necessity of adequate access to 24 hr. sheltering and ample opportunity for people to connect to mental, physical, and substance use related health services, our community has not yet created a clear and sustainable funding plan to support endeavors which would help us achieve our 5 year plan benchmarks. The vital organizations serving those with the highest needs and the most complex members of our community who are disabled and experiencing chronic homelessness, are often left scrambling to fill gaps in program year budgets because of a lack of clear funding priorities.

We are hopeful that this dynamic will change in the coming year with additional resources and coordination coming to the city and the county to address this humanitarian crisis that our community is facing. In the meantime, this request would greatly help us make it through our program year in September, at which point additional county homeless funding support dollars through 2163/CHG will become available.

Thank you for your consideration of this request and please do not hesitate to reach out with questions.

--
Meg Martin, CPC, MSW
She/Her pronouns
Program Director
Homeless Services
cell (360) 951-6767

**"Overcoming poverty is not a task of charity it is an act of justice."
Nelson Mandela**



City Council

Approval of Proposed Changes to Advisory Board and Committee Process

Agenda Date: 5/22/2018
Agenda Item Number: 4.D
File Number: 18-0518

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of Proposed Changes to Advisory Board and Committee Process

Recommended Action

Committee Recommendation:

Move to Approve the General Government Committee's recommended changes to the advisory board and committee process and operations.

City Manager Recommendation:

Move to Approve the General Government Committee's recommended changes to the advisory board and committee process and operations.

Report

Issue:

Whether to accept the recommended changes from the General Government Committee.

Staff Contact:

City Manager, Steve Hall, 360.753.8370

Presenter(s):

Steve Hall

Background and Analysis:

Each year the City Council's General Government Committee meets with advisory board and committee chairs and staff liaisons to assess the workflow and effectiveness of the advisory boards and their relationship with the City Council.

The General Government Committee met with chairs and staff at its March 28 meeting. Based on that conversation, a number of changes are recommended:

- **Checking City email** - some committees experienced a problem with members regularly checking their City issues email accounts. The proposed action is to add a notice in the board application form that successful candidates will be issued a city email account and are expected to check it regularly. Committee chairs and staff liaisons will also remind members

about this obligation.

- **Meeting Attendance** - The proposed action is to add to the application form that the City has high expectations for regular attendance. The application form will be modified to note that three absences in a year may result in removal from the board. Also, whenever practical, members will be reminded to advise staff liaisons in advance if they expecting to miss a meeting. Finally, committee chairs and staff were expected to reach out to members early to address absentee issues.
- **Diversity of representation**- new language will be added to the application process that emphasizes that the City values participation from all, groups, perspectives and life experiences. In addition, that the City looks for equity and inclusion in its appointments including race and gender and other differences.
- **Recruitment** - Current members who want to reapply will continue to be asked to do so by October 31. Otherwise, the position will be considered vacant. Continuing members will still be asked to fill out an application form for the next term. In the future, Advisory Boards and Committees will conduct the initial screening of applicants and recommend names of finalists to be interviewed by the GG Committee. In is likely that in most cases the Chair and Vice Chair would solicit input from their committee colleagues, screen the applicants and then make recommendations to the GG Committee.
- **Term Limits**- proposed - no more than three full terms, 9 years on any specific board or committee (Except Design Review Board - no term limits). Partial terms would not count. Citizens could apply for different boards after reaching the term limit on a particular board or committee.
- **Council Liaison Role, Guideline 4.5.** Clarify that City Council will appoint liaisons from the Council to the Boards at its annual retreat and add that Council liaisons are expected to attend the designated board at least twice per year and meet with the Committee Chair at least once per year (Design Review Board excluded)
- **Mandatory Training** - Chairs were advised of the upcoming Open Government Training set for June 20. This is mandatory training for new members. Chairs and Liaisons would work to set up new members for the training

Neighborhood/Community Interests (if known):

N/A

Options:

1. Accept the recommendations as proposed
2. Revise the recommendations
3. Seek additional City Council guidance

Financial Impact:

No direct costs. Staff time to implement new changes.

Type: decision **Version:** 1 **Status:** Consent Calendar

Attachments:

March 28, 2018 General Government Committee Minutes



Meeting Minutes

General Government Committee

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Wednesday, March 28, 2018

5:00 PM

Council Chambers

1. CALL TO ORDER

Chair Bateman called the meeting to order at 5:00 p.m.

2. ROLL CALL

Present: 3 - Chair Jessica Bateman, Committee member Renata Rollins and Committee member Cheryl Selby

3. COMMITTEE BUSINESS

3.A [18-0302](#) Meeting with Advisory Committee/Commission Chairs

Chair Bateman welcomed everyone to the meeting.

In addition to staff, Chairs or representatives were present from the following committees: Arts Commission, Bicycle and Pedestrian Advisory Committee, Design Review Board, Heritage Commission, Parks and Recreation Advisory Committee, Parking & Business Improvement Area Board, Planning Commission, and Utility Advisory Committee.

Each Commission/Committee representative gave a brief overview of their work plan. General Government Committee members asked clarifying questions, but had no changes to the plans. The plans will be forwarded to a future City Council consent calendar for adoption.

The group discussed how the Commissions/Committees work with Council Liaisons. There was agreement to amend the Council Liaison Role Guideline 4.5 to reflect that Council Liaisons are expected to attend a meeting of their appointed Commission/Committee at least twice per year and to meet with the Chair at least once per year. This would not apply to the Design Review Board.

The group touched base regarding Commission/Committee membership recruitment. Current members who want to reapply will continue to be asked to commit to reapplying by October 31. Continuing members will still be asked to fill out the application form for a next term. Chair Bateman suggested a change in the screening of applicants - the Chair and Vice Chair would discuss with their commission/committee members what they are looking for in new members and screen the applications based on that feedback. The Chair and Vice Chair would then forward the names of applicants to the General Government Committee as recommended for an interview.

Several items were suggested to be considered as additions to the Commission/Committee application:

*Language stating appointees will be issued a City email address and are expected to check it regularly.

*Language stating three absences in a year may result in removal from an advisory board.

*Language stating the City values participation from all perspectives and life experiences and looks for equity and inclusion in advisory board appointments.

The topic of term limits was discussed with the group. Term limits of three full terms, nine years in total was suggested. It was noted partial terms would not count towards this. Members would be free to apply to other committees after reaching the term limit on a particular committee. The Commission/Committee Chairs did not express significant objections to this. The Chairs were asked to forward any concerns regarding term limits to the staff liaisons.

The Commission/Committee Chairs were advised of an upcoming Open Government Training set for June 20. They also discussed training regarding Roberts Rules of Order, there was mixed interest in this as Chairs seemed more interested in effective meeting management versus parliamentary procedure training.

The discussion was completed.

4. ADJOURNMENT

The meeting adjourned at 6:30 p.m.



City Council

Approval of Bid Award for the State Avenue and Phoenix Street Sidewalk and Pedestrian Crossing Improvements Project

Agenda Date: 5/22/2018
Agenda Item Number: 4.E
File Number: 18-0390

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of Bid Award for the State Avenue and Phoenix Street Sidewalk and Pedestrian Crossing Improvements Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to Rognlin's, Inc., in the amount of \$714,422.50, and authorize the City Manager to execute the contract.

Report

Issue:

Whether to award the construction contract for the State Avenue and Phoenix Street Sidewalk and Pedestrian Crossing Improvements project to Rognlin's, Inc., in the amount of \$714,422.50

Staff Contact:

Jeff Johnstone, P.E., Senior Engineer, Public Works Engineering, 360.753.8290

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

This project will construct sidewalk, curb access ramps and bulb-outs:

- North side of State Avenue, from Wilson Street to Phoenix Street
- West side of Phoenix Street, from State Avenue to Martin Way

These new sidewalks will provide a safe and inviting route for people walking to local businesses, restaurants, medical and dental offices, and stores. These sidewalks will also provide better access to transit stops, which will encourage ridership.

The City applied for and received \$420,000 of Pedestrian and Bicycle Program State grant funds for construction. This grant requires a local match. Staff is recommending that the local match come from existing Capital Improvement Program (CIP) funds and Real Estate Excise Tax (REET) funds. We propose not using utility tax funds because the Sidewalks and Pathways Program specifically lists this project as not being funded with utility tax revenues. Additional unallocated REET funds are currently in the Street Repair and Reconstruction Program and will not affect other planned projects.

Neighborhood/Community Interests (if known):

With involvement of the Bicycle and Pedestrian Advisory Committee, the City developed the Sidewalk Program in 2003. The Program inventoried and ranked missing segments of sidewalks with the aim of completing sidewalk on at least one side of all major streets. This State Avenue and Phoenix Street sidewalk project resulted from that Program assessment.

Options:

1. Award the construction contract to Rognlin’s, Inc., in the amount of \$714,422.50, and authorize the City Manager to execute the contract.

The project proceeds as planned.

2. Reject all bids and direct staff to rebid the project.

Delaying the project will impact grant funding from the Pedestrian & Bicycle Safety Program. A delay could also create higher costs and will require additional staff time.

Financial Impact:

Funding for the project comes from a Pedestrian & Bicycle Program grant, Real Estate Excise Tax (REET) funds from the Street Repair and Reconstruction Program, and Capital Improvement Program funds.

The low bid of \$714,422.50 is 21% above the Engineer’s estimate. Although the bid is above the Engineer’s estimate, staff feels it is reasonable due to rising construction costs. There are sufficient funds in the budget to complete this project.

Overall project costs:

Design	\$ 87,000.00
Construction	\$ 714,422.50
Contingency to Award (10%):	\$ 71,500.00
Engineering: Inspection, Construction Admin	\$ 72,500.00
Total Estimated Project Cost:	\$ 945,422.50

Overall available project funding:

CIP Funds	\$ 25,620.00
REET Funds	\$ 499,830.00
Pedestrian and Bicycle Program State Grant	\$ 420,000.00
Total Funding	\$ 945,450.00

Attachments:

Summary of Bids

Vicinity Map

SUMMARY OF BIDS RECEIVED



Project Name: State Ave & Phoenix St Sidewalk and Pedestrian Crossing Improvements
Project Number: 1765G
Federal Project Number:
Bid Opening Date: 5/2/2018

ENGINEER'S ESTIMATE	CITY OF OLYMPIA	\$	591,492.00
Bid #1	Rognlin's, Inc.	\$	714,422.50
Bid #2	Active Construction Inc	\$	726,726.00
Bid #3	Sound Pacific Constructior	\$	786,057.00



City Council

Approval of Water Supply Agreement Between the Cities of Lacey and Olympia for the Use of Emergency Water System Intertie

Agenda Date: 5/22/2018
Agenda Item Number: 4.F
File Number: 18-0393

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of Water Supply Agreement Between the Cities of Lacey and Olympia for the Use of Emergency Water System Intertie

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the water supply agreement for the use of emergency water system intertie and authorize the City Manager to sign the agreement.

Report

Issue:

Whether to authorize the City Manager to sign a water supply agreement to allow the City of Lacey to use Olympia's water during water supply emergencies.

Staff Contact:

Susan Clark, Senior Planner, Public Works/Water Resources, 360.753.8321

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Until June 30, 2016, the City of Olympia (Olympia) provided wholesale water service to the City of Lacey (Lacey). Under the expired wholesale water agreement, Olympia was obligated to guarantee water service to Lacey.

Availability of water service to Lacey is not guaranteed under the new water supply agreement (agreement). Instead, Olympia agrees to provide Lacey with potable water to address a water supply emergency only if Olympia has the capacity to do so. Activation of the existing intertie between the systems may occur only if both cities agree to the duration of time, the amount of water and any other conditions deemed appropriate.

The agreement defines a water supply emergency as an emergency resulting from a major water line break, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or any other mutually agreed upon emergency affecting Lacey's water supply system.

A fixed monthly service charge, prorated for the actual amount of time water is used, plus a volume charge, will apply to emergency water used by Lacey.

The water supply agreement limits water use by Lacey to up to two million gallons per day during the months of November through June, and up to one million gallons of water during the months of July through October.

Operational limitations do not currently allow Olympia to obtain water from Lacey through the existing intertie between the systems.

The Lacey City Council approved the agreement on May 10, 2018.

Neighborhood/Community Interests (if known):

There are no known community concerns regarding this agreement. Since the agreement does not guarantee a water source to Lacey and provides for Lacey to pay for any water use, community concerns should be minimal.

Options:

1. Approve the water supply agreement for the use of emergency water system intertie and authorize the City Manager to sign the agreement. Execution of the agreement allows for assistance to Lacey during temporary periods of insufficient water production.
2. Modify the agreement. Modifying the agreement may affect Lacey's ability to maintain levels of service during temporary periods of insufficient water production.
3. Do not approve the agreement. Denying the agreement may affect Lacey's ability to maintain levels of service during temporary periods of insufficient water production.

Financial Impact:

The agreement is a revenue source for the water utility during instances of water use by Lacey.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING WATER SUPPLY AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE CITY OF LACEY FOR THE USE OF EMERGENCY WATER SYSTEM INTERTIE

WHEREAS, the Parties recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among water utilities; and

WHEREAS, the purpose of this Agreement between the Parties is to provide for immediate assistance and coordinated interconnection of respective potable water system of each city with the other to maintain levels of service during temporary periods of water production insufficiency; and

WHEREAS, this Agreement is authorized under Chapter 39.34 RCW, WAC 246-290-131 and WAC 246-290-132; and

WHEREAS, Olympia provided wholesale water to Lacey until June 30, 2016, under an Intergovernmental Agreement for the Sale of Water through the intertie covered by the Agreement; and

WHEREAS, the Parties recognize entering into this agreement does not provide a guarantee of water resource availability; and

WHEREAS, THIS Agreement is consistent with the North Thurston County Coordinated Water System Plan;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the attached form of Water Supply Agreement between the City of Olympia and the City of Lacey for the use of emergency water system intertie attached hereto as Exhibit A and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the attached Water Supply Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the attached Water Supply Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

EXHIBIT A

AGREEMENT

Water Supply Agreement Between the Cities of Lacey and Olympia
For the Use of Emergency Water System Intertie

THIS AGREEMENT is made and entered into this ____ day of _____, 2018 by and between the City of Lacey, a municipal corporation of the State of Washington, hereinafter referred to as "Lacey," and the City of Olympia, a municipal corporation of the State of Washington, hereinafter referred to as "Olympia", collectively hereinafter referred to as the "parties".

WHEREAS, the Parties recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among water utilities, and

WHEREAS, the purpose of this Agreement between the Parties is to provide for immediate assistance and coordinated interconnection of the respective potable water system of each city with the other to maintain levels of service during temporary periods of water production insufficiency; and

WHEREAS, this Agreement is authorized under Chapter 39.34 RCW, WAC 246-290-131 and WAC 246-290-132; and

WHEREAS, Olympia provided wholesale water to Lacey until June 30, 2016 under an Intergovernmental Agreement for the Sale of Water through the intertie covered by the Agreement, and

WHEREAS, the Parties recognize entering into this agreement does not provide a guarantee of water resource availability, and

WHEREAS, this Agreement is consistent with the North Thurston County Coordinated Water System Plan;

NOW, THEREFORE, the parties agree to this Agreement as follows:

I. SPECIFIC CONDITIONS

1. Each signatory to this Agreement agrees that for purposes of this Agreement a water supply emergency is defined as an emergency resulting from a major water line break, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or any other mutually agreed upon emergency affecting the water supply system.

2. Olympia agrees in the event that Lacey requests potable water service to address a water supply emergency as defined in item 1 above to provide potable water service to Lacey if Olympia has the capacity to do so. Neither agency is obligated under this agreement to provide potable water service to the other in all circumstances.
3. Water may be provided to Lacey following a mutually agreed to water supply emergency by Olympia whenever water is requested and available, but the water use will never exceed water rights (unless permitted by law or by the Department of Ecology), taking into consideration water stored in reservoirs. Washington Department of Health requirements for minimum water storage and minimum water line pressures will also be maintained (unless permitted by law or the Department of Health).
4. Water use by Lacey under this Agreement shall be limited to up to two million gallons per day of water during the months of November through June, and up to one million gallons per day of water during the months of July through October. Such water supply limitations may be revised by Olympia at its discretion and do not represent a guarantee to Lacey of water availability. There are no additional water conservation programs, data collection, water demand forecasting, and other operational matters required by this Agreement.
5. The aforementioned potable water service shall be supplied through an emergency water system intertie located at Mountain Aire Location A (Exhibit A). The Parties agree said intertie shall be utilized only in a mutually agreed to water supply emergency unless converted by mutual agreement to a regular wholesale service.
6. Activation of said emergency intertie for water used under this Agreement shall be coordinated and administered by Olympia's and Lacey's Public Works Departments. Activation of the emergency intertie may occur only after the duration of time, the amount of water and any other conditions deemed appropriate to apply have been mutually agreed to.
7. No emergency intertie activation shall take place without a representative from Olympia and Lacey present at the emergency intertie location at the time of activation.
8. The purpose of this Agreement is for the benefit of Lacey; therefore, there shall be a service charge for water service provided.

9. Starting from the beginning of water service provided to Lacey under this Agreement, Olympia shall be reimbursed for water used based on the most recent Olympia wholesale water rates for Lacey in effect at the time of water use under this Agreement, adjusted annually at the same rate as the published Seattle Consumer Price Index (CPI). The most recent Olympia wholesale water rate for the City of Lacey is a fixed monthly charge of \$16,852.32 plus volume charges of \$0.220 per ccf (hundred cubic feet), prorated for the actual amount of time water is used, provided that a weekly fixed charge, plus volume, will serve as the minimum charge for water used under this Agreement. The wholesale water rate will be re-evaluated by December 31, 2020.
10. Lacey shall, to the extent feasible, implement conservation measures that restrict non-emergency water consumption to levels that will not impinge on water service levels necessary to protect health and safety, and to meet the reasonable expectations of the customers of Olympia.
11. Olympia shall retain the right to deny or withdraw some or all of its resources at any time should assistance to Lacey impinge on the protection of property and life in Olympia, as determined by Olympia.

II. INTERLOCAL ELEMENTS:

1. Duration. This agreement shall be "on-going" until terminated by the parties as provided by paragraph 6 of this section.
2. No separate legal entity is created by this agreement.
3. No joint organization whatsoever is created.
4. No common budget is to be established.
5. No personal or real property is to be jointly acquired.
6. This Water Supply Agreement shall be effective immediately upon signature by both parties and shall remain in effect indefinitely, unless terminated by either:
 - A. Unilateral written notice by one party to the other that it intends to withdraw from this Agreement, in which case the termination will be effective immediately, unless otherwise specified, or
 - B. Written agreement signed by both parties, in which case the termination shall be effective immediately upon signature by both parties, unless another termination date mutually agreed to by both parties is specified.

7. The Contract Administrator for Olympia shall be the Olympia Water Resources Director. The Contract Administrator for Lacey shall be the Lacey Water Resources Manager.

8. This agreement shall be recorded with the Thurston County Auditor's Office prior to being effective, and in accordance with the requirements of RCW 39.34.040.

9. Each party shall be responsible for its own finances and for its own personal and real property.

III. GENERAL CONDITIONS

1. All lawsuits whatsoever in regards to this agreement shall be brought in Thurston County Superior Court. The governing law shall be laws of Washington State.

2. All notices with regard to this agreement shall be sent in addition to any other legal requirement to:

City of Olympia:

City of Olympia Public Works
Attention: Andy Haub, P.E., Water Resources Director
PO Box 1967
Olympia, WA 98507-1967

City of Lacey:

City of Lacey
Attention: Peter C. Brooks, P.E., Water Resources Manager
420 College Street SE
Lacey, WA 98509-3400

CITY OF LACEY

CITY OF OLYMPIA

By: _____
City Manager

By: _____
City Manager


ATTEST:

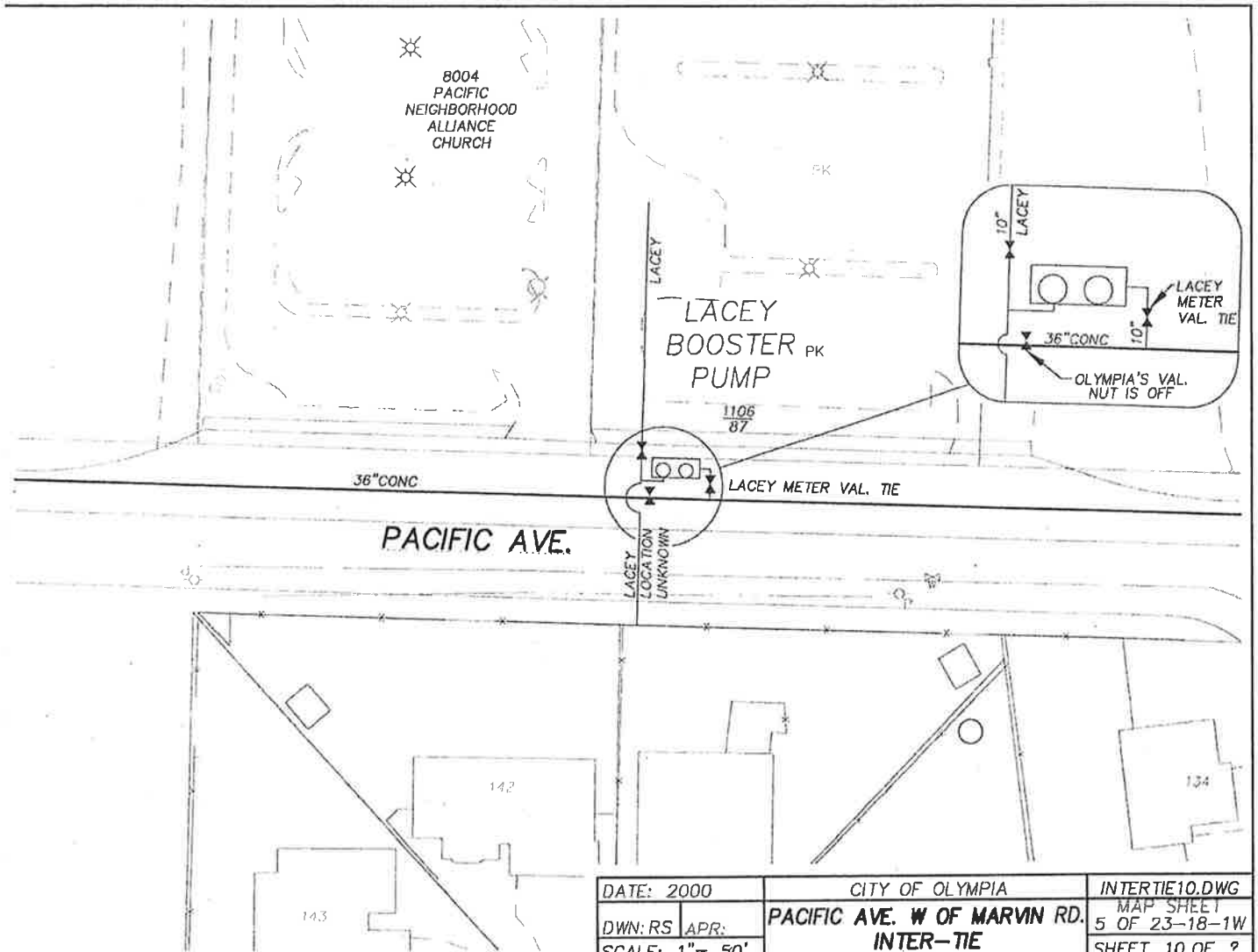
By: _____
City Clerk

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

By: 
City Attorney



AGREEMENT
Water Supply Agreement Between the Cities of Lacey and Olympia
For the Use of Emergency Water System Intertie

THIS AGREEMENT is made and entered into this ____ day of _____, 2018 by and between the City of Lacey, a municipal corporation of the State of Washington, hereinafter referred to as "Lacey," and the City of Olympia, a municipal corporation of the State of Washington, hereinafter referred to as "Olympia", collectively hereinafter referred to as the "parties".

WHEREAS, the Parties recognize that water resources are finite and vulnerable, and the prudent use and management of these resources requires cooperation among water utilities, and

WHEREAS, the purpose of this Agreement between the Parties is to provide for immediate assistance and coordinated interconnection of the respective potable water system of each city with the other to maintain levels of service during temporary periods of water production insufficiency; and

WHEREAS, this Agreement is authorized under Chapter 39.34 RCW, WAC 246-290-131 and WAC 246-290-132; and

WHEREAS, Olympia provided wholesale water to Lacey until June 30, 2016 under an Intergovernmental Agreement for the Sale of Water through the intertie covered by the Agreement, and

WHEREAS, the Parties recognize entering into this agreement does not provide a guarantee of water resource availability, and

WHEREAS, this Agreement is consistent with the North Thurston County Coordinated Water System Plan;

NOW, THEREFORE, the parties agree to this Agreement as follows:

I. SPECIFIC CONDITIONS

1. Each signatory to this Agreement agrees that for purposes of this Agreement a water supply emergency is defined as an emergency resulting from a major water line break, contamination to the water supply system, mechanical equipment failure, electrical equipment failure or any other mutually agreed upon emergency affecting the water supply system.

2. Olympia agrees in the event that Lacey requests potable water service to address a water supply emergency as defined in item 1 above to provide potable water service to Lacey if Olympia has the capacity to do so. Neither agency is obligated under this agreement to provide potable water service to the other in all circumstances.
3. Water may be provided to Lacey following a mutually agreed to water supply emergency by Olympia whenever water is requested and available, but the water use will never exceed water rights (unless permitted by law or by the Department of Ecology), taking into consideration water stored in reservoirs. Washington Department of Health requirements for minimum water storage and minimum water line pressures will also be maintained (unless permitted by law or the Department of Health).
4. Water use by Lacey under this Agreement shall be limited to up to two million gallons per day of water during the months of November through June, and up to one million gallons per day of water during the months of July through October. Such water supply limitations may be revised by Olympia at its discretion and do not represent a guarantee to Lacey of water availability. There are no additional water conservation programs, data collection, water demand forecasting, and other operational matters required by this Agreement.
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7. No emergency intertie activation shall take place without a representative from Olympia and Lacey present at the emergency intertie location at the time of activation.
8. The purpose of this Agreement is for the benefit of Lacey; therefore, there shall be a service charge for water service provided.

9. Starting from the beginning of water service provided to Lacey under this Agreement, Olympia shall be reimbursed for water used based on the most recent Olympia wholesale water rates for Lacey in effect at the time of water use under this Agreement, adjusted annually at the same rate as the published Seattle Consumer Price Index (CPI). The most recent Olympia wholesale water rate for the City of Lacey is a fixed monthly charge of \$16,852.32 plus volume charges of \$0.220 per ccf (hundred cubic feet), prorated for the actual amount of time water is used, provided that a weekly fixed charge, plus volume, will serve as the minimum charge for water used under this Agreement. The wholesale water rate will be re-evaluated by December 31, 2020.
10. Lacey shall, to the extent feasible, implement conservation measures that restrict non-emergency water consumption to levels that will not impinge on water service levels necessary to protect health and safety, and to meet the reasonable expectations of the customers of Olympia.
11. Olympia shall retain the right to deny or withdraw some or all of its resources at any time should assistance to Lacey impinge on the protection of property and life in Olympia, as determined by Olympia.

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3. No joint organization whatsoever is created.
4. No common budget is to be established.
5. No personal or real property is to be jointly acquired.
6. This Water Supply Agreement shall be effective immediately upon signature by both parties and shall remain in effect indefinitely, unless terminated by either:
 - A. Unilateral written notice by one party to the other that it intends to withdraw from this Agreement, in which case the termination will be effective immediately, unless otherwise specified, or
 - B. Written agreement signed by both parties, in which case the termination shall be effective immediately upon signature by both parties, unless another termination date mutually agreed to by both parties is specified.

7. The Contract Administrator for Olympia shall be the Olympia Water Resources Director. The Contract Administrator for Lacey shall be the Lacey Water Resources Manager.

8. This agreement shall be recorded with the Thurston County Auditor's Office prior to being effective, and in accordance with the requirements of RCW 39.34.040.

9. Each party shall be responsible for its own finances and for its own personal and real property.

III. GENERAL CONDITIONS

1. All lawsuits whatsoever in regards to this agreement shall be brought in Thurston County Superior Court. The governing law shall be laws of Washington State.

2. All notices with regard to this agreement shall be sent in addition to any other legal requirement to:

City of Olympia:

City of Olympia Public Works
Attention: Andy Haub, P.E., Water Resources Director
PO Box 1967
Olympia, WA 98507-1967

City of Lacey:

City of Lacey
Attention: Peter C. Brooks, P.E., Water Resources Manager
420 College Street SE
Lacey, WA 98509-3400

CITY OF LACEY

CITY OF OLYMPIA

By: _____
City Manager

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
City Clerk

APPROVED AS TO FORM:

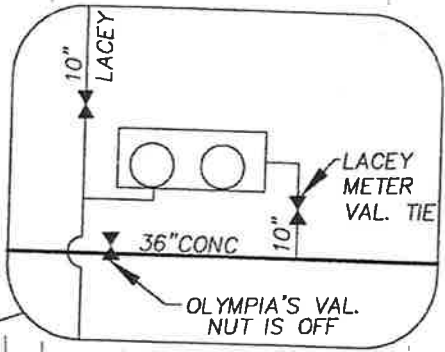
By: _____
City Attorney

By: 
City Attorney

8004
PACIFIC
NEIGHBORHOOD
ALLIANCE
CHURCH

LACEY
BOOSTER
PUMP PK

1106
87

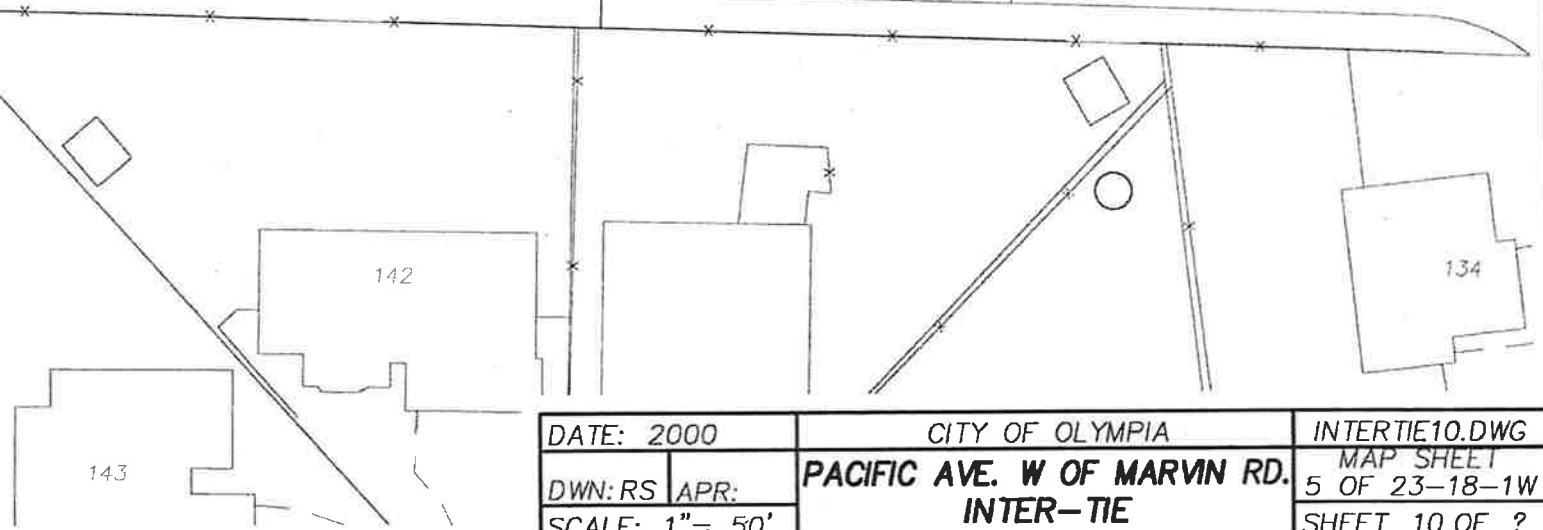


36" CONC

LACEY METER VAL. TIE

PACIFIC AVE.

LACEY
LOCATION
UNKNOWN



DATE: 2000	CITY OF OLYMPIA	INTERTIE10.DWG
DWN: RS	APR:	MAP SHEET
SCALE: 1" = 50'	PACIFIC AVE. W OF MARVIN RD. INTER-TIE	5 OF 23-18-1W
		SHEET 10 OF ?



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County for Specialized Recreation

Agenda Date: 5/22/2018
Agenda Item Number: 4.G
File Number: 18-0443

Type: contract **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Authorizing an Interlocal Agreement with Thurston County for Specialized Recreation

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Interlocal agreement with Thurston County for Specialized Recreation Services, and authorize the Mayor to sign the agreement.

Report

Issue:

Whether to approve the Interlocal agreement as written

Staff Contact:

Scott River, Associate Director; Parks, Arts & Recreation; 360.753.8506

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Thurston County has been the regional provider of recreation services for individuals with developmental disabilities since 1990. This agreement updates the previous agreement that expired at the end of 2017. Tumwater and Lacey have separate agreements with Thurston County for the same services.

The cities of Olympia, Lacey and Tumwater all contribute financially to this program on an annual basis. There are business and customer benefits for the regionalization of this program due to the specific target audience. For each municipal department to try to offer the comprehensive services offered by Thurston County would be cost prohibitive as the market potential becomes too narrow. For the participants and their families, a lower level of customer service and convenience would

result if each department offered only a selected segment of the larger service.

The City of Olympia does explore, on a case-by-case basis, inclusive programming with our existing programs either by requirement of the American's with Disabilities Act (ADA) or because sometimes it is simply the right thing to do. Inclusive programming is great for some participants or families. Others prefer or require services more tailored for their specific needs.

In 2017, nearly 200 unique participants accounted for at least 3,000 registrations for specialized recreation programs offered by the County. Approximately 22% of those participants resided in Olympia, followed by Lacey (16%), Tumwater (9%) and unincorporated Thurston County or Other (53%).

This agreement ensures that a minimum of 370 hours of services will be offered to participants in 2018, 2019, and 2020. It is likely that more hours will be offered. Thurston County will be responsible for the development, marketing, registration and program administration. As well, they will recruit and hire staff and volunteers as necessary.

Neighborhood/Community Interests (if known):

Parents and caregivers of individuals with developmental disabilities
Lacey Parks and Recreation
Tumwater Parks and Recreation

Options:

1. Approve the Interlocal agreement as submitted
2. Approve the Interlocal agreement with modifications. A decision to modify the agreement as submitted will delay a formal agreement and require staff to renegotiate any new language as well as send it back through the County's approval process.
3. Do not approve the Interlocal agreement. A decision to not approve the agreement with no clarity for new direction creates several potential consequences including the need to expend Olympia resources on a local program or, in a worst case scenario, a stoppage in delivery of recreation services for individuals with developmental disabilities.

Financial Impact:

The \$13,720 attached to this agreement is annually funded in the department's Operating Budget.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING
AN AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THURSTON COUNTY FOR
RECREATION PROGRAM**

WHEREAS, RCW 67.20.020 allows a city and county to enter into an agreement for the purpose of conducting a recreation program; and

WHEREAS, the City desires to provide a recreation program for individuals with developmental disabilities; and

WHEREAS, the County is willing to provide such a recreation program on behalf of the City pursuant to the terms of this Agreement;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the Agreement between the City of Olympia and Thurston County for recreation program and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Agreement for Recreation Program, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

AGREEMENT FOR RECREATION PROGRAM

THIS AGREEMENT is entered into in duplicate originals between Thurston County (hereinafter "County"), and the City of Olympia (hereinafter "City"), collectively referred to as "parties" and individually as "party."

WHEREAS, RCW 67.20.020 allows a city and county to enter into an agreement for the purpose of conducting a recreation program; and

WHEREAS, the City desires to provide a recreation program for individuals with developmental disabilities; and

WHEREAS, County is willing to provide such a recreation program to the City pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the City and County agree as follows:

I. DURATION

This Agreement shall take effect on the date of the last authorizing signature affixed hereto through December 31, 2020 unless otherwise terminated in the manner described under the termination section of this Agreement.

II. SCOPE OF SERVICES

A. Responsibilities of County:

1. County agrees to offer a minimum of 370 hours of recreation programs for youths and adults with developmental disabilities, including program marketing and registration, and program administration, during the term of this Agreement. Programs will include, but not be limited to, Day Trips, Monthly Events, and Fitness Programming. It is agreed between the parties that the recreation programs are regional in nature and that no recreation program within this Agreement shall imply that residents of the City are the sole recipients.

2. County may use volunteers to assist in the provision of the recreation programs. County will be responsible for the screening of employees and volunteers, as required by law, who assist in the recreation programs.

3. County will invoice the City on an annual basis at the beginning of each Agreement year for the recreation programs provided herein by the County.

4. The County may request the City to provide the use of City facilities for conducting recreation programs, subject to availability. The City will invoice County on an hourly rate basis for facility use. The hourly rate shall be agreed upon by County and the City before each use, and the rate shall include the direct cost of facility use and any staffing, if

needed, as provided by the City. County will pay the City the mutually agreed hourly rate within 30 days of receipt of City's invoice.

B. Responsibilities of the City:

1. The City will refer those seeking to participate in recreation programs geared toward people with developmental disabilities to County programs as an option for obtaining recreational services. The City may provide website links to County's specialized recreation webpages and other appropriate marketing opportunities.

2. The City shall pay County an annual amount as set out in section III for the recreation programs provided for in this Agreement within 30 days of receipt of an invoice from County.

3. At County's request, the City agrees to provide the use of City facilities for conducting recreation programs, subject to availability. The City will invoice County on an hourly rate basis for facility use. The hourly rate shall be agreed upon by County and the City before each use, and the rate shall include the direct cost of facility use and any staffing, if needed, as provided by the City. The City will provide to County written documentation of the hourly rate prior to the use of City facilities.

C. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended.

III. COMPENSATION

The City shall pay County the yearly amount of \$13,720 for recreation programs provided by County as set forth in this Agreement.

IV. INDEMNIFICATION

A. To the extent permitted by law, County agrees to defend, indemnify and hold the City, its elected and appointed officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses and suits including reasonable attorneys' fees, arising out of or in connection with County's performance of this Agreement, except to the extent such claims, injuries, damages, losses or suits are caused by the negligence of the City. No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.

B. To the extent permitted by law, the City agrees to defend, indemnify and hold County, its elected and appointed officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses and suits including reasonable attorneys' fees, arising out of or in connection with the City's performance of this Agreement, except to the extent such claims, injuries, damages, losses or suits are caused by the negligence of County.

V. TERMINATION OF AGREEMENT

A. This Agreement may be terminated on December 31 of each year, provided a minimum 90 days written notice to the other party using the method of notice provided for in this Agreement has been provided. In the event the Agreement is terminated early, no future compensation will be expected or provided.

Suggested revised language:

Either party may terminate this Agreement upon a minimum of 90 days written notice to the other party using the method of notice provided for in this Agreement. The effective date of the termination will be December 31 of the current year in which notice of termination is given.

B. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way during the term of this Agreement, County may, upon written notice to the City, terminate or suspend this Agreement. Notwithstanding any provision to the contrary, funding under this Agreement beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Agreement. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year and the parties shall negotiate any refunds if applicable.

VI. RELATIONSHIP OF PARTIES

Employees of the City and County shall remain at all times under the direction and control of their original party and the performance of work for the other party pursuant to this Agreement shall not change that relationship for any purpose. Neither the City nor County shall be deemed to have agreed to pay the other party's employees any wages or benefits afforded to its own employees. Further, the City and County responsibilities to its own employees for work place injuries shall remain unchanged by this Agreement.

VII. NOTICE

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

CITY

Attn: Scott River
222 Columbia St NW
Olympia, WA 98501

COUNTY

Attn: Margaret Huff
412 Lilly Road NE
Olympia, WA 98506

VIII. INTERPRETATION AND VENUE

The parties agree that this Agreement shall be governed by the laws of the state of Washington and that any action arising out of this Agreement will be instituted and maintained in the Superior Court of Thurston County, Washington.

IX. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year written below.

CITY

COUNTY

Mayor

Schelli Slaughter, Director
Public Health and Social Services

Dated: _____

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



City Council

Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the Kaiser Woods Acquisition Project

Agenda Date: 5/22/2018
Agenda Item Number: 4.H
File Number: 18-0429

Type: resolution **Version:** 2 **Status:** Consent Calendar

Title

Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the Kaiser Woods Acquisition Project

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution for the grant agreement with Washington State Recreation and Conservation Office (RCO) for the Kaiser Woods acquisition reimbursement, in the amount of \$516,170, and authorize the City Manager to execute the agreement.

Report

Issue:

Whether to accept the grant agreement terms and conditions for the Kaiser Woods Acquisition project with RCO

Staff Contact:

Jonathon Turlove, Associate Director - Parks, Arts and Recreation, 360.753.8068

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

In 2016, the City purchased the 68.5-acre Kaiser Woods property to add to the City's park inventory. RCO allows jurisdictions to apply for acquisition grants after a property is purchased under a "Waiver of Retroactivity." The City applied for a grant for this acquisition and received the grant award with the passage of the capital budget by the State Legislature, in March of this year.

The grant requires a minimum of 50% matching funds which the City has already spent acquiring the property. The Long Term Obligation of the agreement requires a deed of right be placed on the property assuring that it be available for public recreation in perpetuity.

Neighborhood/Community Interests (if known):

The City received letters of support for this acquisition from seven community organizations including the Capitol Land Trust, Friends of Capitol Forest, Yes on Parks, the PARC Foundation of Thurston County, the Olympia Parks and Recreation Advisory Committee, Olympia Coalition for Ecosystem Preservation and the Woodland Trail Greenway Association.

Options:

Move to approve the resolution for the grant agreement with Washington State Recreation and Conservation Office (RCO) for the Kaiser Woods acquisition reimbursement, in the amount of \$516,170, and authorize the City Manager to execute the agreement.

Do not move to approve the resolution for the grant agreement with Washington State Recreation and Conservation Office (RCO) for the Kaiser Woods acquisition reimbursement, in the amount of \$516,170, and authorize the City Manager to execute the agreement. The City would not receive a partial reimbursement for this park acquisition.

Financial Impact:

Approving this resolution would allow the City to receive a \$516,170 reimbursement of funds that were used to acquire the Kaiser Woods property.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A FUNDING BOARD PROJECT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE TO ACQUIRE PROPERTY KNOWN LOCALLY AS KAISER WOODS, PROJECT #16-1384A

WHEREAS, the City of Olympia applied for and has been awarded Washington State Recreation and Conservation grant funds for the acquisition of property consisting of approximately 68.5 acres of natural open space in Southwest Olympia on Park Drive SW; and

WHEREAS, the City must sign and submit to the Washington State Recreation and Conservation Office a Funding Board Project Agreement to receive grant funds in a total amount not to exceed \$516,170; and

WHEREAS, per Olympia Municipal Code Section 3.16.020(C), it is necessary for the City Council to approve the Funding Board Project Agreement and authorize the signature of all documents necessary to obligate funds as well as authorizing the signature of other documents necessary to fulfill the terms of agreements specific to acquisitions;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the Funding Board Project Agreement between the City of Olympia and Washington State Recreation and Conservation Office ("RCO") for **PROJECT #16-1384A, Kaiser Woods Acquisition** and the terms and conditions contained therein; and
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the attached Funding Board Project Agreement and any other documents necessary to obligate funds for **PROJECT #16-1384A, Kaiser Woods Acquisition** and to make any minor modifications as may be required and are consistent with the intent of the attached Funding Board Project Agreement, or to correct any scrivener's errors; and
3. The City Manager is further authorized to execute on behalf of the City of Olympia any document concerning **PROJECT #16-1384A, Kaiser Woods Acquisition** that conveys a deed of right, assignment of rights, easement, or lease in favor of the State of Washington, any of which may be required by RCO pursuant to Section 24 of the Funding Board Project Agreement and are a standard requirement when RCO provides funding for projects with an acquisition component.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

Funding Board Project Agreement

Project Sponsor: Olympia Parks, Arts & Recreation

Project Number: 16-1384A

Project Title: Kaiser Woods Acquisition

Approval Date: 2/1/2018

A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Olympia by and through the Olympia Parks, Arts & Recreation (Sponsor, and primary Sponsor), PO Box 1967, Olympia, WA 98507, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign an application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative of all sponsors.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the Sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Olympia will use this grant to acquire approximately 68.5 acres of property to develop a natural open space known locally as Kaiser Woods. The property is located in Southwest Olympia on Park Drive SW, just southwest of Ken Lake. The primary recreation opportunity provided by the project will be nature trails used for hiking and mountain biking.

D. PERIOD OF PERFORMANCE

The period of performance begins on April 1, 2018 (project start date) and ends on August 31, 2020 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: Long-Term Obligations.

E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Project Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 25: Long-Term Obligations Of The Project Sponsors) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

G. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$516,170.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Local Parks	50.00%	\$516,170.00	State
Project Sponsor	50.00%	\$516,171.00	
Total Project Cost	100.00%	\$1,032,341.00	

H. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

J. AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and funding board policies applicable and active and published in RCO manuals or on the RCO Website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals or on the RCO Website as exist on the effective date of this Agreement and any amendments to this Agreement. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

L. SPECIAL CONDITIONS

Special Condition #1: Cultural Resources

Section 8 of this agreement requires compliance with Executive Order 05-05. RCO has completed the initial consultation for this project and recommends that a cultural resources survey be conducted prior to initiating any ground disturbing activities or demolition of structures. The Sponsor must also consult with their Historic Preservation Officer regarding the scope of any cultural resources work. RCO will withhold final payment on the contract until the Sponsor provides evidence of completion. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in Section 8 of this agreement.

M. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Paul Simmons
Title: Director
Address: PO Box 1967
Olympia, WA 98507-1229
Email: psimmons@ci.olympia.wa.us

RCO - RCFB

Dan Haws
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917
dan.haws@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE

This Agreement, for project 16-1384A, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the RCO, whichever is later (effective date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: PERIOD OF PERFORMANCE are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE PROJECT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Olympia Parks, Arts & Recreation

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington, Recreation Conservation Office

On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: Brian Teller

Date: October 6, 2017

Assistant Attorney General

Table of Contents

Funding Board Project Agreement	1
Standard Terms and Conditions of the Project Agreement	4
SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS	6
SECTION 2. PERFORMANCE BY THE SPONSOR	10
SECTION 3. ASSIGNMENT	10
SECTION 4. RESPONSIBILITY FOR PROJECT	10
SECTION 5. INDEMNIFICATION	10
SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR	11
SECTION 7. CONFLICT OF INTEREST	11
SECTION 8. COMPLIANCE WITH APPLICABLE LAW	11
SECTION 9. RECORDS	13
SECTION 10. PROJECT FUNDING	13
SECTION 11. PROJECT REIMBURSEMENTS	14
SECTION 12. ADVANCE PAYMENTS	16
SECTION 13. RECOVERY OF PAYMENTS	16
SECTION 14. COVENANT AGAINST CONTINGENT FEES	16
SECTION 15. INCOME (AND FEES) AND USE OF INCOME	16
SECTION 16. PROCUREMENT REQUIREMENTS	17
SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS	18
SECTION 18. RIGHT OF INSPECTION	19
SECTION 19. STEWARDSHIP AND MONITORING	19
SECTION 20. PREFERENCES FOR RESIDENTS	19
SECTION 21. ACKNOWLEDGMENT AND SIGNS	19
SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS	20
SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS	20
SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS	21
SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	22
SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS	23
SECTION 27. RECORDED NOTICE OF GRANT	24
SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS	24
SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY	24

SECTION 30.	PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS	27
SECTION 31.	PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY	27
SECTION 32.	PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY	28
SECTION 33.	PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)	28
SECTION 34.	PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY	28
SECTION 35.	PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY	29
SECTION 36.	ORDER OF PRECEDENCE	33
SECTION 37.	LIMITATION OF AUTHORITY	33
SECTION 38.	WAIVER OF DEFAULT	33
SECTION 39.	APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	33
SECTION 40.	SPECIFIC PERFORMANCE	34
SECTION 41.	TERMINATION AND SUSPENSION	34
SECTION 42.	DISPUTE HEARING	35
SECTION 43.	ATTORNEYS' FEES	36
SECTION 44.	GOVERNING LAW/VENUE	36
SECTION 45.	PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR	36
SECTION 46.	SEVERABILITY	37

Standard Terms and Conditions of the Project Agreement

Project Sponsor: Olympia Parks, Arts & Recreation

Project Number: 16-1384A

Project Title: Kaiser Woods Acquisition

Approval Date: 2/1/2018

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or project agreement – The document entitled “Funding Board Project Agreement” accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board Project Agreement subject to any limitations on their effect.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

Boating Infrastructure Grant (BIG) – A program administered through the United States Fish and Wildlife Service.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project – A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

maintenance – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation or salmon recovery.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning (RCFB projects only) – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) – A project that results in a study, assessment, project design, or inventory.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project area, RCFB – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

project area, SRFB – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

RCO – Recreation and Conservation Office – The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

restoration and enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in Section G: Project Funding.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the Sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Sponsor. The funding board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

SECTION 5. INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or Section 30B.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the funding board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.
- B. Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

 - 1. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

- E. Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- F. Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

SECTION 9. RECORDS

- A. Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: PROJECT REIMBURSEMENTS. 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.
- C. Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. Public Records.** Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), Sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority.** This Agreement is funded through a grant award from the recreation and conservation funding board per WAC 286 and/or the salmon recovery funding board per WAC 420. The director of RCO enters into this Agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section G: PROJECT FUNDING. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
 - 1. All approved or required activities outlined in the Agreement are done;
 - 2. On-site signs are in place (if applicable);
 - 3. A final project report is submitted to and accepted by RCO;
 - 4. Any other required documents and media are complete and submitted to RCO;

5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed;
8. Fiscal transactions are complete, and
9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.
10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO

E. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's (Sponsor's) records;
2. Are not included as contributions for any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.

4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME (AND FEES) AND USE OF INCOME

RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. Income.**
 1. **Farm and Forest Account (Farmland and Forestland Preservation Grants).** Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
 2. **Firearms and Archery Range Recreation Projects.** Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
 3. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any policies adopted by the RCFB or SRFB.

- B. Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
1. The Sponsor's matching resources;
 2. The project's total cost;
 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 5. Capital expenses for similar acquisition and/or development and renovation; and/or
 6. Other purposes explicitly approved by RCO
- C. Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
1. Grant program laws, rules, policies, and funding board policies;
 2. Value of any service(s) furnished;
 3. Value of any opportunities furnished; and
 4. Prevailing range of public fees in the state for the activity involved.
- D. Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
 2. Specify in the notice the date for submittal of bids/proposals;
 3. Specify in the notice the general procedure and criteria for selection; and
 4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, Sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in published funding board policies, or approved by RCO in writing.

A. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.

C. Requirements for Federal Subawards. Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

D. Requirements for RTP Subawards.

1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

SECTION 18. RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 23.C: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs.**
 1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director; and
 2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 1. The fund source;
 2. The percentage of the total costs of the project that is financed with federal money;

3. The dollar amount of federal funds for the project; and
4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.
- C. Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.
- D. Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- E. Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include “Integrated Streambank Protection Guidelines”, 2002; “Land Use Planning for Salmon, Steelhead and Trout: A land use planner’s guide to salmonid habitat protection and recovery”, 2009”, “Protecting Nearshore Habitat and Functions in Puget Sound”, 2010; “Stream Habitat Restoration Guidelines”, 2012; “Water Crossing Design Guidelines”, 2013; and “Marine Shoreline Design Guidelines”, 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in “Reducing Accidental Introductions of Invasive Species” which is available on the WISC Web site.

SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

- A. Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- 1. Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2. Assignment of Rights.** The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3. Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.
2. **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

G. Hazardous Substances.

1. **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

H. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. Long-Term Obligations of RCFB Projects.** Sponsor shall comply with WAC 286-13-160, 170, and 180.
- B. Long-Term Obligations of SRFB Projects.** Sponsor shall comply with WAC 420.
- C. Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- D. Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation, or restoration project:

- A. Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 2. In a reasonably safe condition for the project's intended use;
 3. Throughout its estimated useful service life so as to prevent undue deterioration;
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Unless otherwise specifically provided for in the Agreement of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, facilities must be open and accessible to the general public, and must:

1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the board, or by RCO in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

SECTION 27. RECORDED NOTICE OF GRANT

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- C. Maintain sites or facilities open to the public and may not limit access to members.

SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- 1. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- 2. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

SECTION 30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS

- A. **Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

SECTION 31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

- C. Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.
- D. Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

SECTION 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- A.** Section 15 - Income and Income Use;
- B.** Section 19 - Stewardship and Monitoring;
- C.** Section 21 - Acknowledgement and Signs;
- D.** Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- E.** Section 25C -Perpetuity; and
- F.** Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.

SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs For State Agencies.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- B. Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- C. Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- D. Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- E. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- F. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- G. Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- H. Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- I. Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- J. Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.

3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses .
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses .
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

K. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. \$3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region . Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

L. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction , equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

M. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

1. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
2. Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf
3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

N. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- O. Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- P. International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.
- Q. Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);
6. Washington Administrative Code;
7. Funding board or RCO policies.

SECTION 37. LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

SECTION 38. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement 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 the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

SECTION 39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the Sponsor's application in making its determinations as to eligibility for , selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 40. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance , which usually will mean completion of the project as described in this Agreement and/or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

SECTION 41. TERMINATION AND SUSPENSION

The funding board and RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The funding board or the director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. If the Sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
2. Prior to termination, the RCO or the funding board shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director or board approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination . A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or
2. Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
2. In the event this Agreement is terminated by the funding board or director , after any portion of the grant amount has been paid to the Sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor .

1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

SECTION 42. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state :

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes .

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 43. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 44. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington . In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington .

SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

- A.** Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.
- B.** Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.
- C.** As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein .

- D. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

SECTION 46. SEVERABILITY

The provisions of this Agreement 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 Agreement.

Eligible Scope Activities

Project Sponsor: Olympia Parks, Arts & Recreation
Project Title: Kaiser Woods Acquisition
Program: WWRP - Local Parks

Project Number: 16-1384
Project Type: Acquisition
Approval: 2/1/2018

Acquisition Metrics

Property: Kaiser Woods (Worksite #1, Kaiser Woods Purchase)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):

Lake	0.00
Riparian	0.00
Tidelands	0.00
Wetlands	0.00
Uplands	68.50

Existing structures on site: Structures to be demolished

Incidentals

Appraisal

Appraisal Review

Closing, Recording, Taxes, Title

Cultural resources (Acq)

Demolition

Buildings / structures to be demolished:

There are two abandoned houses on the property. One was built in 1995 and the other was built in 2002.

Environmental Audits

Signs (Acq)

Number of permanent signs that identify site and funding partners: 1

Survey (Acq)

Milestone Report By Project

Project Number: 16-1384 A
Project Name: Kaiser Woods Acquisition
Sponsor: Olympia Parks, Arts & Rec
Project Manager: Dan Haws

X	!	Milestone	Target Date	Comments/Description
X		Acquisition Closing	09/30/2016	Waiver #15-60 Kaiser Heights Property.
		Project Start	04/01/2018	
	!	Progress Report Due	07/31/2018	
	!	Annual Project Billing Due	07/31/2018	
		Recorded Acq Documents to RCO	12/31/2018	
	!	Cultural Resources Complete	12/31/2018	Survey required prior to any ground disturbance or demolition, see special condition #1.
	!	Progress Report Due	01/31/2019	
		Funding Acknowl Sign Posted	03/31/2019	
		Demolition Complete	04/30/2019	
		Final Billing Due	05/31/2019	
		Final Report Due	06/30/2019	
	!	Agreement End Date	08/31/2020	

X = Milestone Complete

! = Critical Milestone



City Council

Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the LBA Woods Morse-Merryman Acquisition Project

Agenda Date: 5/22/2018
Agenda Item Number: 4.1
File Number: 18-0434

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the LBA Woods Morse-Merryman Acquisition Project

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution for the grant agreement with Washington State Recreation and Conservation Office (RCO) for the LBA Woods Morse-Merryman acquisition reimbursement, in the amount of \$1,000,000, and authorize the City Manager to execute the agreement.

Report

Issue:

Whether to accept the grant agreement terms and conditions for the LBA Woods Morse-Merryman Acquisition project with RCO.

Staff Contact:

Jonathon Turlove, Associate Director - Parks, Arts and Recreation, 360.753.8068

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

In 2016, the City purchased the 72-acre LBA Woods Morse-Merryman property to add to the City's park inventory. RCO allows jurisdictions to apply for acquisition grants after a property is purchased under a "Waiver of Retroactivity." The City applied for a grant for this acquisition and received the grant award with the passage of the capital budget by the State Legislature, in March of this year.

The grant requires a minimum of 50% matching funds which the City has already spent acquiring the

property. The Long Term Obligation of the agreement requires a deed of right be placed on the property assuring that it be available for public recreation in perpetuity.

Neighborhood/Community Interests (if known):

The City received letters of support for this acquisition from five community organizations: Yes on Parks, the PARC Foundation of Thurston County, the Olympia Parks and Recreation Advisory Committee, Olympia Coalition for Ecosystem Preservation and the Woodland Trail Greenway Association.

Options:

Move to approve the resolution for the grant agreement with Washington State Recreation and Conservation Office (RCO) for the LBA Woods Morse-Merryman acquisition reimbursement, in the amount of \$1,000,000, and authorize the City Manager to execute the agreement.

Do not move to approve the resolution for the grant agreement with Washington State Recreation and Conservation Office (RCO) for the LBA Woods Morse-Merryman acquisition reimbursement, in the amount of \$1,000,000, and authorize the City Manager to execute the agreement. The City would not receive a partial reimbursement for this park acquisition.

Financial Impact:

Approving this resolution would allow the City to receive a \$1,000,000 reimbursement of funds that were used to acquire the LBA Woods Morse-Merryman property.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A FUNDING BOARD PROJECT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE TO ACQUIRE A PROPERTY KNOWN LOCALLY AS LBA WOODS MORSE-MERRYMAN PARCEL, PROJECT #16-1359A

WHEREAS, the City of Olympia applied for and has been awarded Washington State Recreation and Conservation grant funds for the acquisition of a property consisting of approximately 72 acres of natural open space in Southeast Olympia on Morse-Merryman Road; and

WHEREAS, the City must sign and submit to the Washington State Recreation and Conservation Office a Funding Board Project Agreement to receive grant funds in a total amount not to exceed \$1,000,000; and

WHEREAS, per Olympia Municipal Code Section 3.16.020(C), it is necessary for the City Council to approve the Funding Board Project Agreement and authorize the signature of all documents necessary to obligate funds, as well as authorizing the signature of other documents necessary to fulfill the terms of agreement specific to acquisitions;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the Funding Board Project Agreement between the City of Olympia and the Washington State Recreation and Conservation Office ("RCO") for **PROJECT #16-1359A, LBA Woods Morse-Merryman Parcel Acquisition** and the terms and conditions contained therein; and
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the attached Funding Board Project Agreement and any other documents necessary to obligate funds for **PROJECT #16-1359A, LBA Woods Morse-Merryman Parcel Acquisition** and to make any minor modifications as may be required and are consistent with the intent of the attached Funding Board Project Agreement, or to correct any scrivener's errors; and
3. The City Manager is further authorized to execute on behalf of the City of Olympia any document concerning **PROJECT #16-1359A, LBA Woods Morse-Merryman Parcel Acquisition** that conveys a deed of right, assignment of rights, easement, or lease in favor of the State of Washington, any of which may be required by RCO pursuant to Section 24 of the Funding Board Project Agreement and are a standard requirement when RCO provides funding for projects with an acquisition component.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

Funding Board Project Agreement

Project Sponsor: Olympia Parks, Arts & Recreation

Project Number: 16-1359A

Project Title: LBA Woods Morse-Merryman Parcel Acquisition

Approval Date: 2/1/2018

A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Olympia by and through the Olympia Parks, Arts & Recreation (Sponsor, and primary Sponsor), PO Box 1967, Olympia, WA 98507, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign an application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative of all sponsors.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the Sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Olympia will use this grant to acquire approximately 72 acres of property to develop a community park/open space known locally as LBA Woods. The property is located in Southeast Olympia on Morse-Merryman Road immediately adjacent to LBA Park. The primary recreation opportunity provided by the project will be passive recreation.

D. PERIOD OF PERFORMANCE

The period of performance begins on April 1, 2018 (project start date) and ends on February 28, 2019 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: Long-Term Obligations.

E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Project Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 25: Long-Term Obligations Of The Project Sponsors) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

G. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$1,000,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Local Parks	20.49%	\$1,000,000.00	State
Project Sponsor	79.51%	\$3,881,500.00	
Total Project Cost	100.00%	\$4,881,500.00	

H. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

J. AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and funding board policies applicable and active and published in RCO manuals or on the RCO Website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals or on the RCO Website as exist on the effective date of this Agreement and any amendments to this Agreement. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

L. SPECIAL CONDITIONS

None.

M. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Paul Simmons
Title: Director
Address: PO Box 1967
Olympia, WA 98507-1229
Email: psimmons@ci.olympia.wa.us

RCO - RCFB

Dan Haws
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917
dan.haws@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE

This Agreement, for project 16-1359A, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the RCO, whichever is later (effective date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: PERIOD OF PERFORMANCE are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE PROJECT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Olympia Parks, Arts & Recreation

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington, Recreation Conservation Office

On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: Brian Teller

Date: October 6, 2017

Assistant Attorney General

Table of Contents

Funding Board Project Agreement	1
Standard Terms and Conditions of the Project Agreement	4
SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS	6
SECTION 2. PERFORMANCE BY THE SPONSOR	10
SECTION 3. ASSIGNMENT	10
SECTION 4. RESPONSIBILITY FOR PROJECT	10
SECTION 5. INDEMNIFICATION	10
SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR	11
SECTION 7. CONFLICT OF INTEREST	11
SECTION 8. COMPLIANCE WITH APPLICABLE LAW	11
SECTION 9. RECORDS	13
SECTION 10. PROJECT FUNDING	13
SECTION 11. PROJECT REIMBURSEMENTS	14
SECTION 12. ADVANCE PAYMENTS	16
SECTION 13. RECOVERY OF PAYMENTS	16
SECTION 14. COVENANT AGAINST CONTINGENT FEES	16
SECTION 15. INCOME (AND FEES) AND USE OF INCOME	16
SECTION 16. PROCUREMENT REQUIREMENTS	17
SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS	18
SECTION 18. RIGHT OF INSPECTION	19
SECTION 19. STEWARDSHIP AND MONITORING	19
SECTION 20. PREFERENCES FOR RESIDENTS	19
SECTION 21. ACKNOWLEDGMENT AND SIGNS	19
SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS	20
SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS	20
SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS	21
SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	22
SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS	23
SECTION 27. RECORDED NOTICE OF GRANT	24
SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS	24
SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY	24

SECTION 30.	PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS	27
SECTION 31.	PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY	27
SECTION 32.	PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY	28
SECTION 33.	PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)	28
SECTION 34.	PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY	28
SECTION 35.	PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY	29
SECTION 36.	ORDER OF PRECEDENCE	33
SECTION 37.	LIMITATION OF AUTHORITY	33
SECTION 38.	WAIVER OF DEFAULT	33
SECTION 39.	APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	33
SECTION 40.	SPECIFIC PERFORMANCE	34
SECTION 41.	TERMINATION AND SUSPENSION	34
SECTION 42.	DISPUTE HEARING	35
SECTION 43.	ATTORNEYS' FEES	36
SECTION 44.	GOVERNING LAW/VENUE	36
SECTION 45.	PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR	36
SECTION 46.	SEVERABILITY	37

Standard Terms and Conditions of the Project Agreement

Project Sponsor: Olympia Parks, Arts & Recreation
Project Title: LBA Woods Morse-Merryman Parcel Acquisition

Project Number: 16-1359A
Approval Date: 2/1/2018

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or project agreement – The document entitled “Funding Board Project Agreement” accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board Project Agreement subject to any limitations on their effect.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

Boating Infrastructure Grant (BIG) – A program administered through the United States Fish and Wildlife Service.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project – A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

maintenance – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation or salmon recovery.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning (RCFB projects only) – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) – A project that results in a study, assessment, project design, or inventory.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project area, RCFB – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

project area, SRFB – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

RCO – Recreation and Conservation Office – The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

restoration and enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in Section G: Project Funding.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the Sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Sponsor. The funding board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

SECTION 5. INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or Section 30B.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the funding board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.
- B. Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- 1. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

- E. Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- F. Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

SECTION 9. RECORDS

- A. Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: PROJECT REIMBURSEMENTS. 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.
- C. Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. Public Records.** Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), Sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority.** This Agreement is funded through a grant award from the recreation and conservation funding board per WAC 286 and/or the salmon recovery funding board per WAC 420. The director of RCO enters into this Agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section G: PROJECT FUNDING. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
 - 1. All approved or required activities outlined in the Agreement are done;
 - 2. On-site signs are in place (if applicable);
 - 3. A final project report is submitted to and accepted by RCO;
 - 4. Any other required documents and media are complete and submitted to RCO;

5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed;
8. Fiscal transactions are complete, and
9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.
10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO

E. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's (Sponsor's) records;
2. Are not included as contributions for any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.

4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME (AND FEES) AND USE OF INCOME

RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. Income.**
 1. **Farm and Forest Account (Farmland and Forestland Preservation Grants).** Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
 2. **Firearms and Archery Range Recreation Projects.** Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
 3. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any policies adopted by the RCFB or SRFB.

- B. Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
1. The Sponsor's matching resources;
 2. The project's total cost;
 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 5. Capital expenses for similar acquisition and/or development and renovation; and/or
 6. Other purposes explicitly approved by RCO
- C. Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
1. Grant program laws, rules, policies, and funding board policies;
 2. Value of any service(s) furnished;
 3. Value of any opportunities furnished; and
 4. Prevailing range of public fees in the state for the activity involved.
- D. Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
 2. Specify in the notice the date for submittal of bids/proposals;
 3. Specify in the notice the general procedure and criteria for selection; and
 4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, Sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in published funding board policies, or approved by RCO in writing.

A. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.

C. Requirements for Federal Subawards. Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

D. Requirements for RTP Subawards.

1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

SECTION 18. RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 23.C: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs.**
 1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director; and
 2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 1. The fund source;
 2. The percentage of the total costs of the project that is financed with federal money;

3. The dollar amount of federal funds for the project; and
4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.
- C. Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.
- D. Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- E. Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include “Integrated Streambank Protection Guidelines”, 2002; “Land Use Planning for Salmon, Steelhead and Trout: A land use planner’s guide to salmonid habitat protection and recovery”, 2009”, “Protecting Nearshore Habitat and Functions in Puget Sound”, 2010; “Stream Habitat Restoration Guidelines”, 2012; “Water Crossing Design Guidelines”, 2013; and “Marine Shoreline Design Guidelines”, 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in “Reducing Accidental Introductions of Invasive Species” which is available on the WISC Web site.

SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

- A. Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- 1. Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2. Assignment of Rights.** The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3. Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.
2. **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

G. Hazardous Substances.

1. **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

H. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. Long-Term Obligations of RCFB Projects.** Sponsor shall comply with WAC 286-13-160, 170, and 180.
- B. Long-Term Obligations of SRFB Projects.** Sponsor shall comply with WAC 420.
- C. Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- D. Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation, or restoration project:

- A. Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 2. In a reasonably safe condition for the project's intended use;
 3. Throughout its estimated useful service life so as to prevent undue deterioration;
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Unless otherwise specifically provided for in the Agreement of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, facilities must be open and accessible to the general public, and must:

1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the board, or by RCO in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

SECTION 27. RECORDED NOTICE OF GRANT

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- C. Maintain sites or facilities open to the public and may not limit access to members.

SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- 1. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- 2. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

SECTION 30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS

- A. **Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

SECTION 31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

- C. Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.
- D. Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

SECTION 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- A.** Section 15 - Income and Income Use;
- B.** Section 19 - Stewardship and Monitoring;
- C.** Section 21 - Acknowledgement and Signs;
- D.** Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- E.** Section 25C -Perpetuity; and
- F.** Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.

SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs For State Agencies.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- B. Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- C. Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- D. Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- E. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- F. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- G. Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- H. Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- I. Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- J. Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.

3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses .
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses .
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

K. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. \$3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region . Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

L. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction , equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

M. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

1. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
2. Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf
3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

N. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- O. Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- P. International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.
- Q. Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);
6. Washington Administrative Code;
7. Funding board or RCO policies.

SECTION 37. LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

SECTION 38. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement 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 the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

SECTION 39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the Sponsor's application in making its determinations as to eligibility for , selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 40. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance , which usually will mean completion of the project as described in this Agreement and/or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

SECTION 41. TERMINATION AND SUSPENSION

The funding board and RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The funding board or the director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. If the Sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
2. Prior to termination, the RCO or the funding board shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director or board approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination . A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or
2. Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
2. In the event this Agreement is terminated by the funding board or director , after any portion of the grant amount has been paid to the Sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor .

1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

SECTION 42. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state :

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes .

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 43. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 44. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington . In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington .

SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

- A.** Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.
- B.** Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.
- C.** As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein .

- D. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

SECTION 46. SEVERABILITY

The provisions of this Agreement 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 Agreement.

Eligible Scope Activities

Project Sponsor: Olympia Parks, Arts & Recreation
Project Title: LBA Woods Morse-Merryman Parcel Acquisition
Program: WWRP - Local Parks

Project Number: 16-1359
Project Type: Acquisition
Approval: 2/1/2018

Acquisition Metrics

Property: Morse-Merryman Property (Worksite #1, LBA Woods)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):

Lake	0.00
Riparian	0.00
Tidelands	0.00
Wetlands	0.00
Uplands	72.00
Existing structures on site:	No structures on site

Incidentals

Appraisal

Cultural resources (Acq)

Environmental Audits

Milestone Report By Project

Project Number: 16-1359 A
Project Name: LBA Woods Morse-Merryman Parcel Acquisition
Sponsor: Olympia Parks, Arts & Rec
Project Manager: Dan Haws

X	!	Milestone	Target Date	Comments/Description
X		Acquisition Closing	06/15/2016	Waiver #15-61.
		Project Start	04/01/2018	
	!	Progress Report Due	10/31/2018	
		Recorded Acq Documents to RCO	12/31/2018	
		Funding Acknowl Sign Posted	01/31/2019	
		Final Billing Due	01/31/2019	
		Final Report Due	02/28/2019	
	!	Agreement End Date	02/28/2019	

X = Milestone Complete

! = Critical Milestone



City Council

Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the West Bay Woods Acquisition Project

Agenda Date: 5/22/2018
Agenda Item Number: 4.J
File Number: 18-0435

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution to Accept a Funding Board Project Agreement with the Washington State Recreation and Conservation Office for the West Bay Woods Acquisition Project

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution for the grant agreement with Washington State Recreation and Conservation Office (RCO) for the West Bay Woods acquisition reimbursement, in the amount of \$164,927, and authorize the City Manager to execute the agreement.

Report

Issue:

Whether to accept the grant agreement terms and conditions for the West Bay Woods Acquisition project with RCO

Staff Contact:

Jonathon Turlove, Associate Director - Parks, Arts and Recreation, 360.753.8068

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

In 2016, the City purchased one property and secured an option to purchase a second property totaling 2.8 acres in an area known as "West Bay Woods". RCO allows jurisdictions to apply for acquisition grants after a property is purchased under a "Waiver of Retroactivity." The City applied for a grant for this acquisition and received the grant award with the passage of the capital budget by the State Legislature, in March of this year.

The grant requires a minimum of 50% matching funds which the City has already spent acquiring the property. The Long Term Obligation of the agreement requires a deed of right be placed on the property assuring that it be available for public recreation in perpetuity.

Neighborhood/Community Interests (if known):

The City received letters of support for this acquisition from five community organizations: Yes on Parks, the PARC Foundation of Thurston County, the Olympia Parks and Recreation Advisory Committee, Olympia Coalition for Ecosystem Preservation and the Woodland Trail Greenway Association.

Options:

Move to approve the resolution for the grant agreement with Washington State Recreation and Conservation Office (RCO) for the West Bay Woods acquisition reimbursement, in the amount of \$164,927, and authorize the City Manager to execute the agreement.

Do not move to approve the resolution for the grant agreement with Washington State Recreation and Conservation Office (RCO) for the West Bay Woods acquisition reimbursement, in the amount of \$164,927, and authorize the City Manager to execute the agreement. The City would not receive a partial reimbursement for this park acquisition.

Financial Impact:

Approving this resolution would allow the City to receive a \$164,927 reimbursement of funds that were used to acquire the West Bay Woods property.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A FUNDING BOARD PROJECT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE TO ACQUIRE TWO PROPERTIES IN THE WEST BAY WOODS AREA, PROJECT #16-1620A

WHEREAS, the City of Olympia applied for and has been awarded Washington State Recreation and Conservation grant funds for the acquisition of two properties consisting of approximately 2.8 acres of natural open space in the West Bay Woods area; and

WHEREAS, the City must sign and submit to the Washington State Recreation and Conservation Office a Funding Board Project Agreement to receive grant funds in a total amount not to exceed \$164,927.00; and

WHEREAS, per Olympia Municipal Code Section 3.16.020(C), it is necessary for the City Council to approve the Funding Board Project Agreement and authorize the signature of all documents necessary to obligate funds as well as authorizing the signature of other documents necessary to fulfill the terms of agreements specific to acquisitions;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the Funding Board Project Agreement between the City of Olympia and Washington State Recreation and Conservation Office ("RCO") for **PROJECT #16-1620A, West Bay Woods Acquisition** and the terms and conditions contained therein; and
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the attached Funding Board Project Agreement and any other documents necessary to obligate funds for **PROJECT #16-1620A, West Bay Woods Acquisition** and to make any minor modifications as may be required and are consistent with the intent of the attached Funding Board Project Agreement, or to correct any scrivener's errors; and
3. The City Manager is further authorized to execute on behalf of the City of Olympia any document concerning **PROJECT #16-1620A, West Bay Woods Acquisition** that conveys a deed of right, assignment of rights, easement, or lease in favor of the State of Washington, any of which may be required by RCO pursuant to Section 24 of the Funding Board Project Agreement and are a standard requirement when RCO provides funding for projects with an acquisition component.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

Funding Board Project Agreement

Project Sponsor: Olympia Parks, Arts & Recreation

Project Number: 16-1620A

Project Title: West Bay Woods Acquisition

Approval Date: 2/1/2018

A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Olympia by and through the Olympia Parks, Arts & Recreation (Sponsor, and primary Sponsor), PO Box 1967, Olympia, WA 98507, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign an application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative of all sponsors.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Habitat Conservation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the Sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Olympia will use this grant to acquire two properties consisting of approximately 2.8 acres of natural open space in the West Bay Woods area. The properties are located in West Olympia between West Bay Drive and Rogers Street. The primary recreation opportunity provided by this project will be wildlife viewing and environmental interpretation.

D. PERIOD OF PERFORMANCE

The period of performance begins on April 1, 2018 (project start date) and ends on May 31, 2019 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: Long-Term Obligations.

E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Project Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 25: Long-Term Obligations Of The Project Sponsors) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

G. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$164,927.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Urban Wildlife	50.00%	\$164,927.00	State
Project Sponsor	50.00%	\$164,928.00	
Total Project Cost	100.00%	\$329,855.00	

H. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

J. AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and funding board policies applicable and active and published in RCO manuals or on the RCO Website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals or on the RCO Website as exist on the effective date of this Agreement and any amendments to this Agreement. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

L. SPECIAL CONDITIONS

Special Condition #1: Cultural Resources

Section 8 of this agreement requires compliance with Executive Order 05-05. RCO has completed the initial consultation for this project and recommends that a cultural resources survey be conducted. The Sponsor must also consult with their Historic Preservation Officer regarding the scope of any cultural resources work. RCO will withhold final payment on the contract until the Sponsor provides evidence of completion. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in Section 8 of this agreement.

M. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Paul Simmons
Title: Director
Address: PO Box 1967
Olympia, WA 98507-1229
Email: psimmons@ci.olympia.wa.us

RCO - RCFB

Dan Haws
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917
dan.haws@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE

This Agreement, for project 16-1620A, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the RCO, whichever is later (effective date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: PERIOD OF PERFORMANCE are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE PROJECT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Olympia Parks, Arts & Recreation

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington, Recreation Conservation Office

On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: Brian Teller

Date: October 6, 2017

Assistant Attorney General

Table of Contents

Funding Board Project Agreement	1
Standard Terms and Conditions of the Project Agreement	4
SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS	6
SECTION 2. PERFORMANCE BY THE SPONSOR	10
SECTION 3. ASSIGNMENT	10
SECTION 4. RESPONSIBILITY FOR PROJECT	10
SECTION 5. INDEMNIFICATION	10
SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR	11
SECTION 7. CONFLICT OF INTEREST	11
SECTION 8. COMPLIANCE WITH APPLICABLE LAW	11
SECTION 9. RECORDS	13
SECTION 10. PROJECT FUNDING	13
SECTION 11. PROJECT REIMBURSEMENTS	14
SECTION 12. ADVANCE PAYMENTS	16
SECTION 13. RECOVERY OF PAYMENTS	16
SECTION 14. COVENANT AGAINST CONTINGENT FEES	16
SECTION 15. INCOME (AND FEES) AND USE OF INCOME	16
SECTION 16. PROCUREMENT REQUIREMENTS	17
SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS	18
SECTION 18. RIGHT OF INSPECTION	19
SECTION 19. STEWARDSHIP AND MONITORING	19
SECTION 20. PREFERENCES FOR RESIDENTS	19
SECTION 21. ACKNOWLEDGMENT AND SIGNS	19
SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS	20
SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS	20
SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS	21
SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	22
SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS	23
SECTION 27. RECORDED NOTICE OF GRANT	24
SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS	24
SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY	24

SECTION 30.	PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS	27
SECTION 31.	PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY	27
SECTION 32.	PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY	28
SECTION 33.	PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)	28
SECTION 34.	PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY	28
SECTION 35.	PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY	29
SECTION 36.	ORDER OF PRECEDENCE	33
SECTION 37.	LIMITATION OF AUTHORITY	33
SECTION 38.	WAIVER OF DEFAULT	33
SECTION 39.	APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	33
SECTION 40.	SPECIFIC PERFORMANCE	34
SECTION 41.	TERMINATION AND SUSPENSION	34
SECTION 42.	DISPUTE HEARING	35
SECTION 43.	ATTORNEYS' FEES	36
SECTION 44.	GOVERNING LAW/VENUE	36
SECTION 45.	PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR	36
SECTION 46.	SEVERABILITY	37

Standard Terms and Conditions of the Project Agreement

Project Sponsor: Olympia Parks, Arts & Recreation
Project Title: West Bay Woods Acquisition

Project Number: 16-1620A
Approval Date: 2/1/2018

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or project agreement – The document entitled “Funding Board Project Agreement” accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board Project Agreement subject to any limitations on their effect.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

Boating Infrastructure Grant (BIG) – A program administered through the United States Fish and Wildlife Service.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project – A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

maintenance – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation or salmon recovery.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning (RCFB projects only) – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) – A project that results in a study, assessment, project design, or inventory.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project area, RCFB – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

project area, SRFB – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

RCO – Recreation and Conservation Office – The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

restoration and enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in Section G: Project Funding.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the Sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Sponsor. The funding board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

SECTION 5. INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or Section 30B.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the funding board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.
- B. Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

1. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

- E. Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- F. Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

SECTION 9. RECORDS

- A. Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: PROJECT REIMBURSEMENTS. 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.
- C. Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. Public Records.** Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), Sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority.** This Agreement is funded through a grant award from the recreation and conservation funding board per WAC 286 and/or the salmon recovery funding board per WAC 420. The director of RCO enters into this Agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section G: PROJECT FUNDING. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
 - 1. All approved or required activities outlined in the Agreement are done;
 - 2. On-site signs are in place (if applicable);
 - 3. A final project report is submitted to and accepted by RCO;
 - 4. Any other required documents and media are complete and submitted to RCO;

5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed;
8. Fiscal transactions are complete, and
9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.
10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO

E. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's (Sponsor's) records;
2. Are not included as contributions for any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.

4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME (AND FEES) AND USE OF INCOME

RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. Income.**
 - 1. Farm and Forest Account (Farmland and Forestland Preservation Grants).** Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
 - 2. Firearms and Archery Range Recreation Projects.** Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
 - 3. Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any policies adopted by the RCFB or SRFB.

- B. Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
1. The Sponsor's matching resources;
 2. The project's total cost;
 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 5. Capital expenses for similar acquisition and/or development and renovation; and/or
 6. Other purposes explicitly approved by RCO
- C. Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
1. Grant program laws, rules, policies, and funding board policies;
 2. Value of any service(s) furnished;
 3. Value of any opportunities furnished; and
 4. Prevailing range of public fees in the state for the activity involved.
- D. Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
 2. Specify in the notice the date for submittal of bids/proposals;
 3. Specify in the notice the general procedure and criteria for selection; and
 4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, Sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in published funding board policies, or approved by RCO in writing.

A. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.

C. Requirements for Federal Subawards. Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

D. Requirements for RTP Subawards.

1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

SECTION 18. RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 23.C: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs.**
 1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director; and
 2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 1. The fund source;
 2. The percentage of the total costs of the project that is financed with federal money;

3. The dollar amount of federal funds for the project; and
4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.
- C. Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.
- D. Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- E. Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include “Integrated Streambank Protection Guidelines”, 2002; “Land Use Planning for Salmon, Steelhead and Trout: A land use planner’s guide to salmonid habitat protection and recovery”, 2009”, “Protecting Nearshore Habitat and Functions in Puget Sound”, 2010; “Stream Habitat Restoration Guidelines”, 2012; “Water Crossing Design Guidelines”, 2013; and “Marine Shoreline Design Guidelines”, 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in “Reducing Accidental Introductions of Invasive Species” which is available on the WISC Web site.

SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

- A. Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- 1. Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2. Assignment of Rights.** The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3. Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.
2. **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

G. Hazardous Substances.

1. **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

H. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. Long-Term Obligations of RCFB Projects.** Sponsor shall comply with WAC 286-13-160, 170, and 180.
- B. Long-Term Obligations of SRFB Projects.** Sponsor shall comply with WAC 420.
- C. Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- D. Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation, or restoration project:

- A. Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 2. In a reasonably safe condition for the project's intended use;
 3. Throughout its estimated useful service life so as to prevent undue deterioration;
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Unless otherwise specifically provided for in the Agreement of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, facilities must be open and accessible to the general public, and must:

1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the board, or by RCO in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

SECTION 27. RECORDED NOTICE OF GRANT

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

SECTION 28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
- C. Maintain sites or facilities open to the public and may not limit access to members.

SECTION 29. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- 1. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- 2. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

SECTION 30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS

- A. **Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

SECTION 31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

- C. Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.
- D. Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

SECTION 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- A.** Section 15 - Income and Income Use;
- B.** Section 19 - Stewardship and Monitoring;
- C.** Section 21 - Acknowledgement and Signs;
- D.** Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- E.** Section 25C -Perpetuity; and
- F.** Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.

SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs For State Agencies.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- B. Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- C. Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- D. Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- E. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- F. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- G. Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- H. Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- I. Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- J. Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.

3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses .
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses .
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

K. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. \$3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region . Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

L. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction , equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

M. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

1. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
2. Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf
3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

N. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- O. Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- P. International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.
- Q. Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);
6. Washington Administrative Code;
7. Funding board or RCO policies.

SECTION 37. LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

SECTION 38. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement 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 the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

SECTION 39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the Sponsor's application in making its determinations as to eligibility for , selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 40. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance , which usually will mean completion of the project as described in this Agreement and/or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

SECTION 41. TERMINATION AND SUSPENSION

The funding board and RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The funding board or the director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. If the Sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
2. Prior to termination, the RCO or the funding board shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director or board approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination . A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or
2. Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
2. In the event this Agreement is terminated by the funding board or director , after any portion of the grant amount has been paid to the Sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor .

1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

SECTION 42. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state :

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes .

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 43. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 44. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington . In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington .

SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

- A.** Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.
- B.** Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.
- C.** As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein .

- D. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

SECTION 46. SEVERABILITY

The provisions of this Agreement 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 Agreement.

Eligible Scope Activities

Project Sponsor: Olympia Parks, Arts & Recreation
Project Title: West Bay Woods Acquisition
Program: WWRP - Urban Wildlife

Project Number: 16-1620
Project Type: Acquisition
Approval: 2/1/2018

Project Metrics

Project Acquisition

Miles of shoreline protected: 0.00

Acquisition Metrics

Property: Floberg Parcel (Parcel # 09510032000) (Worksite #1, West Bay Woods)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):

Lake	0.00
Riparian	0.00
Tidelands	0.00
Wetlands	0.00
Uplands	1.61

Existing structures on site: No structures on site

Incidentals

Appraisal

Appraisal Review

Closing, Recording, Taxes, Title

Cultural resources (Acq)

Signs (Acq)

Number of permanent signs that identify site and funding partners: 1

Survey (Acq)

Property: Wirth Parcel (Parcel # 6740000700) (Worksite #1, West Bay Woods)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):

Lake	0.00
Riparian	0.00
Tidelands	0.00
Wetlands	0.00
Uplands	1.14

Existing structures on site: No structures on site

Incidentals

Appraisal

Appraisal Review

Closing, Recording, Taxes, Title

Cultural resources (Acq)

Environmental Audits

Signs (Acq)

Number of permanent signs that identify site and funding partners: 1

Survey (Acq)

Milestone Report By Project

Project Number: 16-1620 A
Project Name: West Bay Woods Acquisition
Sponsor: Olympia Parks, Arts & Rec
Project Manager: Dan Haws

X	!	Milestone	Target Date	Comments/Description
		Project Start	04/01/2018	
X	!	Acquisition Closing	04/01/2018	Waiver #16-21 (Wirth Parcel) Waiver #16-22 (Flogerg Parcel).
	!	Annual Project Billing Due	07/31/2018	
	!	Progress Report Due	09/30/2018	
		Recorded Acq Documents to RCO	10/31/2018	
	!	Cultural Resources Complete	01/31/2019	Survey required prior to any ground disturbance or demolition, see special condition #1.
		Funding Acknowl Sign Posted	02/28/2019	
		Final Billing Due	03/31/2019	
		Final Report Due	04/30/2019	
	!	Agreement End Date	05/31/2019	

X = Milestone Complete

! = Critical Milestone



City Council

Approval of Resolution Authorizing the Purchase of Real Estate Owned by Raymond and Pamela Berschauer

Agenda Date: 5/22/2018
Agenda Item Number: 4.K
File Number: 18-0472

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of Resolution Authorizing the Purchase of Real Estate Owned by Raymond and Pamela Berschauer

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute all documents necessary to acquire 6.22 acres of real estate from Raymond and Pamela Berschauer.

Report

Issue:

Whether to approve the purchase of real estate from Raymond and Pamela Berschauer for a future park site.

Staff Contact:

Laura Keehan, Parks Planning & Design Manager, 360.570.5855

Mark Barber, City Attorney, 360.753.8338

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Raymond and Pamela Berschauer own 6.22-acres located south of the Karen Fraser Woodland Trail and west of Fairview St. SE (see attachment titled Property Location Map).

The City desires to purchase this property to expand its inventory of open space park acreage. Acquisition of this property would provide good opportunities for people to experience nature in their neighborhood, and allow for possible recreation uses off the Woodland Trail, such as mountain biking trails, hiking trails, or dog trails.

Staff has concluded negotiations with the Seller, and has prepared the Purchase Real Estate agreement that is attached to the Staff Report. The purchase price is \$180,000.

Neighborhood/Community Interests (if known):

In 2015, a series of eight neighborhood meetings with a total of 160 participants were conducted to provide input for the 2016 Parks, Arts and Recreation Plan. The most dominant themes of these meetings were:

- Acquire land in general while it is available; and
- Buy open space/natural areas - provide nearby access to nature

The 2015 Random Sample Survey of 759 respondents, conducted for the upcoming 2016 Parks, Arts and Recreation Plan, indicated that “trails” and “natural open space” were the highest priority for new projects.

Options:

1. Approve the resolution authorizing the City Manager to execute all documents necessary to acquire 6.22 acres of real estate from Raymond and Pamela Berschauer.
2. Do not authorize the purchase of real estate from Raymond and Pamela Berschauer.
3. Direct staff to seek other options to satisfy the City’s need for open space acreage.

Financial Impact:

Non-voted Utility Tax funds appropriated in the 2018 Capital Facilities Plan for the purpose of land acquisition will be used for the purchase.

Attachments:

Resolution
Purchase Agreement
Property Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING THE PURCHASE OF REAL ESTATE OWNED BY RAYMOND AND PAMELA
BERSCHAUER FOR THE CITY OF OLYMPIA**

WHEREAS, the City desires to expand its inventory of open space park acreage; and

WHEREAS, Raymond and Pamela Berschauer (the Berschauers) own real property located south of the Karen Fraser Woodland Trail and west of Fairview Street, SE, in Olympia, Washington, consisting of 6.22 acres more or less (the Berschauer Property); and

WHEREAS, purchase of the Berschauer Property will provide opportunities for people to experience nature in their neighborhood and allow for possible recreation uses off the Woodland Trail, such as mountain biking trails, hiking trails, or dog trails; and

WHEREAS, the City and the Berschauers have negotiated terms and conditions for the City's purchase of the Berschauer Property; and

WHEREAS, the Olympia City Council hereby accepts terms, among others, to purchase the Berschauer Property for One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00) U.S., with the sum of Fourteen Thousand Eight Hundred and Fifty-One Dollars and Twenty Cents (\$14,851.20) U.S. to be held back from the Berschauers' share of the proceeds to pay for the clean-up of the Berschauer Property;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby accepts the terms and conditions negotiated with Raymond and Pamela Berschauer to purchase the real property located south of the Karen Fraser Woodland Trail and west of Fairview Street, SE in Olympia, Washington, from Raymond and Pamela Berschauer for open space park acreage upon the agreed terms within the real estate purchase and sale agreement.
2. The City Manager is directed and authorized to execute all documents necessary to purchase the aforesaid real property from Raymond and Pamela Berschauer, upon the terms and conditions negotiated in the real estate purchase and sale agreement, and to make any minor modifications consistent with the intent of the real estate purchase and sale agreement as may be necessary, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of May 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Buyer"), and Raymond (Ray) Berschauer and Pamela (Pam) M. Berschauer, husband and wife, ("Sellers"), jointly referred to as "the Parties." This Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 17.16 below).

RECITALS

Sellers are the owners of certain real property located in **Thurston County, Washington**, consisting of approximately 6.22 acres, more or less, and more particularly described on **Exhibit "A"** (legal description) and **Exhibit "B"** (general vicinity sketch) attached hereto and by this reference incorporated herein.

Buyer has determined that the Property is suitable for a public park for recreation and open space purposes for the citizens and residents of the City of Olympia.

The signatories to this Agreement acknowledge they are authorized to execute associated documents, to correct legal descriptions if need be, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this Agreement.

The Parties now enter into this Agreement to memorialize the terms and conditions under which Sellers will sell the Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Sellers agree to sell and convey to Buyer, and Buyer agrees to purchase from Sellers, the following:

1.1 Land. The approximately 6.22 acres, more or less, constituting the Property legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement.

1.2 Appurtenances. All rights, privileges, and easements appurtenant to the Property owned by Sellers, including without limitation any and all leases, subleases, easements, rights-of-way and other appurtenances, including any buildings, structures or fixtures used in connection with the beneficial use and enjoyment of the Property (the "Appurtenances").

The Property and Appurtenances described in Paragraph 1 above are collectively referred to in this Agreement as the "Property."

2. **Escrow.** Within three (3) business days of the Effective Date of this Agreement, the Parties shall confirm that an escrow account is opened for the transaction contemplated by this Agreement with Thurston County Title Company (in such capacity, "Escrow Company"). Darla Wilkins or another designee of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

3. **Purchase Price.** The purchase price to be paid by Buyer to Sellers for the Property (the "Purchase Price") is **One Hundred and Eighty Thousand Dollars and 00/100 Cents** (\$180,000.00) U.S. Sellers agree that the sum of \$14,851.20, plus Washington State Sales Tax, shall be held-back from Sellers' share of the proceeds to pay Advance Environmental for the clean-up of the Property as set forth in Paragraph 7.8 below.

4. **Payment of Purchase Price.** On the Closing Date, Buyer shall deposit with Escrow Agent the amount of the Purchase Price, less any amounts to be credited against the Purchase Price pursuant to this Agreement.

5. **Closing Date.** The Closing (the "Closing") of the purchase and sale of the Property under this Agreement shall be held at the offices of the Escrow Company, and shall occur on a date no later than thirty (30) days after the Effective Date of this Agreement (the "Closing Date"), unless an earlier time is agreed between the Parties. Closing shall occur when the Deed (as hereinafter defined) to Buyer is executed and recorded, and the Purchase Price is delivered to the Escrow Company for delivery to Sellers. Notwithstanding anything above to the contrary, in all events, the Closing must occur on or before June 29, 2018.

6. **Title and Survey Matters.**

6.1 **Title Binder.** Buyer shall order a preliminary commitment for an ALTA owner's standard coverage title insurance policy provided by Thurston County Title Insurance Company ("Title Company") describing the Property, showing all matters of record pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, Buyer shall obtain from Title Company a written supplemental report to such preliminary commitment in a form acceptable to Buyer, updating the preliminary commitment to the execution date of the Agreement. Such preliminary commitment, supplemental reports and true, correct and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Binder."

6.2 **Title Review.** Within fourteen (14) business days after Buyer's receipt of the updated Title Binder, Buyer shall review the Title Binder and any surveys of the Property, and shall notify Sellers what exceptions to title, if any, affect the marketability or insurability of the title to the Property or which adversely affect the use of the Property (the "Title Review Period"). If no title matters appear in the updated Title Binder since the initial preliminary commitments, then the Parties shall proceed to Closing as set forth in this Agreement. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then Sellers shall have ten (10) business days after receiving Buyer's objections to notify Buyer if Sellers will remove any of

the exceptions objected to prior to the Closing Date or if Sellers elect not to remove such objected to exceptions. If Sellers shall fail to remove any such exceptions objected to by Buyer from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Buyer may elect to either terminate this Agreement, or take title despite the existence of such exception. If Buyer elects to terminate, neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect.

6.3 **Title Policy.** At Closing, Sellers and Buyer shall cause Title Company to issue a standard ALTA owner's policy ("Title Policy") to Buyer, at Sellers' cost. The Title Policy shall (a) be satisfactory to Buyer, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion of the Title Policy required under this Paragraph 6.

7. **Conditions and/or Contingencies to Buyer's Obligations.**

7.1 **Documents and Reports.** Within fifteen (15) business days after the execution and delivery of this Agreement (the "Document Delivery Date"), Sellers shall deliver to Buyer copies of the documents and reports listed on attached **Exhibit "C"** to this Agreement and in Sellers' possession. Sellers shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on **Exhibit "C"** not in Sellers' possession.

7.2 **Inspection of the Property.** Buyer shall have the right and permission from the date Sellers sign this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, Buyer shall indemnify and hold harmless Sellers from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Sellers as a direct result of any actions taken by Buyer in connection with the Property, including but not limited to permitting Sellers to review a written description of Buyer's proposed testing and work to ensure same is properly done and will not exacerbate any existing condition of contamination on the property. Buyer shall also provide Sellers with a copy of all soil or environmental test results for the property upon Sellers' request. Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by Sellers in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

7.3 **Appraisal of the Property.** Buyer shall have the right to obtain an appraisal. Buyer's appraiser may enter onto the property as is necessary to appraise the Property.

7.4 Approval of Property/Feasibility Contingency. Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the Property, including, without limitation, the physical condition of the Property and documents delivered by Seller pursuant to Paragraph 7.1 above, or otherwise obtained by Buyer regarding the Property. Buyer's approval and obligation to purchase the Property under this paragraph shall be twenty-one (21) business days from the last date this Agreement was executed by a Party to sign same.

7.5 Contingency/Feasibility Period. As used herein, the term "Contingency or Feasibility Period" shall be twenty-one (21) business days from the last date this Agreement was executed by a Party to sign same.

7.6 Buyer's Right to Terminate. If Buyer's conditions set forth in Paragraph 7.4 above are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by sending written notice to Sellers and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Sellers, this Agreement shall terminate and neither Buyer nor Sellers shall have any further liability to the other under this Agreement.

7.7 Additional Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions that must be satisfied as of Closing.

(i) Prior to Closing, all Contracts (whether written or oral), with respect to the Property shall be terminated in writing, except for any Assumed Contracts. Sellers shall provide Buyer, prior to Closing, with written termination agreements with respect to all Contracts, in a form acceptable to Buyer;

(ii) All representations and warranties of Sellers contained herein, to the best of Sellers' knowledge, shall be true, accurate and complete at the time of the Closing as if made again at such time;

(iii) Sellers shall have performed all obligations to be performed by them hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iv) At Closing, title to the Property shall be in the condition required by Paragraph 6 of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

(v) At Closing, the forest and ground cover shall be substantially the same as on the date hereof, ordinary wear and tear excepted.

7.8 As-is Condition. Buyer acknowledges the Property is sold in its "As-is where is" condition, subject to the clean-up of the Property by Sellers to remove trash, garbage, rubbish, debris, temporary structures, tents or tarpaulins prior to closing, and that funds shall be held-back

in escrow from the proceeds due to Sellers to pay for Sellers' clean-up of the Property, as provided in Paragraph 3 above.

If the conditions set forth in this Paragraph 7 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Sellers shall have any further liability to the other under this Agreement.

8. Sellers' Representations and Warranties. Sellers hereby make the following representations and warranties, to the best of Sellers' knowledge, which representations and warranties shall be deemed made by Sellers to Buyer also as of the Closing Date:

8.1 Title. Sellers are the sole owners of the Property, except for reservations of record. At Closing, Sellers shall convey the entire fee simple estate and right, title and interest in and to the Property by statutory warranty deed to Buyer, free and clear of unapproved encumbrances of record.

8.2 Compliance with Law; Compliance with Property Restrictions. The Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property related to zoning, building, subdivision, and engineering.

8.3 Bankruptcy, etc. No bankruptcy, insolvency, rearrangement or similar action involving Sellers or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Sellers.

8.4 Taxes and Assessments. Other than amounts disclosed by the Title Binder, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

8.5 Foreign Person. Sellers are not a foreign person and are a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

8.6 Mechanics' Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborer's or materialmen's liens or claims might arise.

8.7 Underground Storage Tanks. Sellers have no knowledge of (a) subterranean storage or underground storage tanks that exist on the Property, and (b) any previously existing underground storage tanks that have been removed or filled in compliance with applicable law. If there had been an underground storage tank on the site, to the best of Sellers' knowledge, the tank was decommissioned in compliance with applicable law.

8.8 **Leases and Other Agreements.** Sellers represent that there are no leases, occupancy agreements, service agreements, licenses, easements, or option agreements with regard to the Property, except those of record or disclosed pursuant to Paragraph 7.1.

8.9 **Assumption of Liabilities.** Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Sellers arising prior to the Closing Date.

8.10 **Defaults.** Sellers are not in default and there has occurred no uncured event which, with notice, the passage of time or both would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

8.11 **Utilities.** The Property may or may not be served by water, storm and sanitary or septic sewer, electricity, and telephone supplied directly to the Property by facilities of public utilities. All such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

8.12 **Public Improvements.** Sellers have no knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Property.

8.13 **Subdivision.** The conveyance of the Property will not constitute a violation of any subdivision ordinance. The improvements on the Property comply in all material respects with all applicable subdivision ordinances and statutes.

8.14 **Due Authority.** Sellers and Buyer have all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Sellers and Buyer and constitute their legal, valid and binding obligation enforceable against Sellers and Buyer in accordance with its terms.

8.15 **No Omissions.** The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

9. Covenants of Sellers. Sellers covenant and agree as follows:

9.1 **Perform Obligations.** From the date of this Agreement to the Closing Date, Sellers will perform any monetary and non-monetary obligations they have regarding the Property.

9.2 **No Liens.** From the date of this Agreement to the Closing Date, Sellers will not allow any lien to attach to the Property, nor will Sellers grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way,

encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

9.3 **Provide Further Information.** From the date of this Agreement to the Closing Date, Sellers will notify Buyer of each event of which Sellers become aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

10. Closing.

10.1 **Time and Place.** Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Paragraph 5 of this Agreement.

10.2 **Documents to be Delivered by Sellers.** For and in consideration of, and as a condition precedent to the payment to Sellers of the Purchase Price, Sellers shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Title Documents.** Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by Buyer, or by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property.

(ii) **Authority.** Such evidence as the Title Company shall require as to authority of Sellers to convey the Property to Buyer.

(iii) **Surveys and Drawings.** All surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Sellers, if any.

(iv) **Assignment.** Sellers and Buyer agree any assignment of Buyer's rights under this Agreement shall be subject to Sellers' approval, which shall not be unreasonably withheld, conditioned or denied.

(v) **Warranty Deed.** A statutory warranty deed ("Deed") conveying to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property in the form set forth in **Exhibit "D"** attached hereto.

10.3 **Payment of Costs.** At Closing, Sellers shall pay all charges for title insurance for a standard ALTA owner's title policy insuring Buyer's title, one-half of the escrow fee, the recording fee, the technology fee, and real property excise taxes. Buyer shall pay one-half of the escrow fee.

10.4 **Taxes.** Buyer is exempt from payment of real property excise taxes for the Property pursuant to WAC 458-61A-205(3).

10.5 **Monetary Liens.** Sellers shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements, except where Sellers are exempt by statute or administrative rule or regulation.

10.6 **Possession.** Possession of the Property shall be delivered to Buyer at Closing. The Property, including without limitation the improvements, if any, shall be delivered to Buyer in good order.

10.7 **Proration.** All amounts required to be prorated hereunder as of Closing, shall be calculated as if Buyer were in possession of the Property as of the date of Closing.

11. Environmental.

11.1 Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that Sellers shall have no obligation to defend, indemnify, or hold Buyer harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising (a) out of the release or threatened release of Hazardous Substances on, under, above, or about the Property after Closing, or (b) out of the past release or threatened release of any Hazardous Substance on, under, above, or about the Property caused or contributed to by Buyer, or any employee, agent, tenant, or contractor of Buyer.

11.2 **Definitions.** The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

12. **Indemnification.** Sellers shall pay, protect, pay the defense costs of, indemnify and hold Buyer and their successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Sellers set forth in this Agreement, (b) the failure of Sellers to perform any obligation required by this Agreement to be performed by Sellers, (c) the ownership, maintenance, and/or operation of the Property by Sellers prior to the Closing not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Sellers, their representatives, employees, contractors or suppliers that occurred before Closing; provided, however, that nothing in this Paragraph 12 applies to Losses arising out of the presence of Hazardous Substances on, under, above, or about the Property, including Hazardous Substances that migrate or migrated to or from the Property except as specifically provided in Paragraph 11 above.

13. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively "Condemnation") respecting the Property or any portion thereof, Buyer may elect, by written notice to Sellers, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Sellers shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Sellers shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, Sellers' entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Sellers shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

14. Casualty. If any fire, windstorm or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Sellers, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Sellers, have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Sellers shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to all insurance claims and proceeds to which Sellers may be entitled in connection with such casualty. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Sellers shall forthwith notify Buyer in writing of any such casualty respecting the Property.

15. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Buyer: Steven R. Hall, City Manager
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: shall@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: mbarber@ci.olympia.wa.us

To Sellers: Raymond Berschauer and Pamela Berschauer
2670 Sapp Road SW
Tumwater WA 98512
berschauerpam@comcast.net

Any party hereto may change its address for receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

16. Event of Default. In the event of a default under this Agreement by Sellers (including a breach of any representation, warranty covenant set forth herein), Buyer shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Sellers' obligations hereunder.

17. Miscellaneous.

17.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

17.2 Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the Parties hereto.

17.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

17.4 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns.

Any assignment shall be subject to Sellers' approval, which shall not be unreasonably withheld, conditioned or denied. Buyer must notify and, if required, request approval by Sellers of any such assignment prior to the Closing. Any such assignee shall for all purposes be regarded as Buyer under this Agreement.

17.5 Entire Agreement and No Third Party Beneficiaries. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

17.6 Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

17.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Sellers are required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

17.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.9 Survival. The covenants, agreements, obligations to indemnify, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

17.10 Finders' or Brokers' Fees. Sellers represent and warrant that if they have engaged the services of any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement, that Sellers shall pay such fee in connection with the transactions contemplated by this Agreement. Sellers agree to indemnify, defend and hold harmless Buyer against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees that Buyer shall incur or suffer by reason of a breach by Sellers of the representation and warranty set forth above.

17.11 Agency Disclosure. Sellers acknowledge that they have engaged the services of Brad Kisor of Coldwell Banker Commercial to represent Sellers in this transaction. Sellers agree to pay a commission in the sum of \$7,500.00 to Coldwell Banker Commercial in

conjunction with the sale of the Property. Said commission shall be disbursed to Coldwell Banker Commercial upon closing from Sellers' share of the proceeds.

17.11 **Time.** Time is of the essence of every provision of this Agreement.

17.12 **Risk of Loss.** All of Sellers' personal property, of any kind or description whatsoever that is on the Property after Closing, shall be at Sellers' sole risk of loss.

17.13 **Force Majeure.** Performance by Sellers or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

17.14 **Recitals.** The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof.

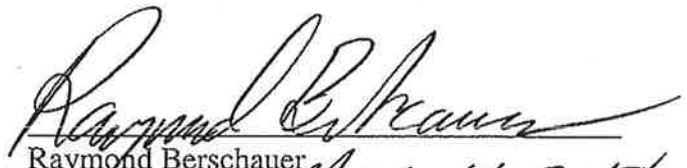
17.15 **Counterparts.** This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same Agreement.

17.16 **Effective Date.** The term "date of this Agreement" or "date hereof" or "Effective Date," as used in this Agreement, shall mean the later of the following dates: (1) the date of Buyer's signature on this Agreement; or (2) the date of Sellers' signatures on this Agreement.

18. **Expiration.** This offer will expire if not executed by Sellers and Buyer on or before 5:00 p.m. on June 19, 2018.

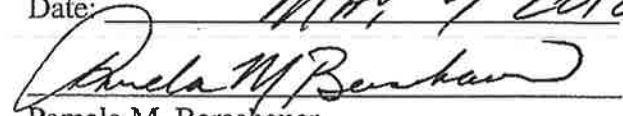
[Signatures appear on the following page]

SELLERS:



Raymond Berschauer

Date: MAY 4 2018



Pamela M. Berschauer

Date: 5/4/18

BUYER:

CITY OF OLYMPIA, a Washington
municipal corporation

Steven R. Hall, City Manager

Date: _____

APPROVED AS TO FORM:



Mark Barber, City Attorney

Date: 5/11/2018

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 to 12, inclusive and Lots 16, 17 and 18 in Block 1; Lots 1 to 18, inclusive, in Block 2; Lots 1, 2 and 3 in Block 3 and Lots 1 to 18, inclusive, in Block 4 of Champe Addition to Olympia, as recorded in Volume 5 of Plats, Page 63; TOGETHER WITH that part of vacated East 10 feet of street adjacent to Lots 1 and 18 in Block 1 and Lots 1 and 18 in Block 4 on the West; and the unnumbered tracts north of Blocks 2, 3, 4 and 5, Olympia Land Company's Amended Plat of Park Addition, as recorded in Volume 7 of Plats, Page 30; EXCEPT the East 100 feet of tract North of Block 5; ALSO EXCEPT right of way of Northern Pacific Railway Company over the Northwest portion of said Block 1 and vacated portion of street.

In Thurston County, Washington.

EXHIBIT "C"
DOCUMENTS AND REPORTS

1. Copies of all of leases or other occupancy agreements relating to the Property, if any, with originals to be delivered at Closing.
2. Copies of all licenses, permits and approvals, if any, issued by governmental authorities for the use and occupancy of the Property or any facility located thereon.
3. Any other information about the Property reasonably requested by Buyer if in the possession or control of Sellers.
4. Any service contracts or other similar agreements related to the Property.
5. Reports of environmental conditions related to the Property, if any.
6. Surveys, if any.
7. Soils reports, if any.

EXHIBIT "D"
FORM OF STATUTORY WARRANTY DEED

AFTER RECORDING MAIL TO:

City of Olympia
Attn: Legal Department
P.O. Box 1967
Olympia WA 98507-1967

Document Title:	Statutory Warranty Deed
Grantors:	Raymond Berschauer and Pamela M. Berschauer, husband and wife
Grantee:	City of Olympia, a Washington municipal corporation
Legal Description:	PTN BLK 1; ALL BLK 2; LOTS 1, 2 & 3 BLK 3 & ALL BLK 4 CHAMPE ADD & UNNUMBERED TRACTS NORTH OF BLKS 2, 3, 4 & 5 OLYMPIA LAND CO. AMENDED PARK ADD
Assessor's Tax Parcel Number:	66300000300, 40300100100, 4030010100, 40300101600, 40300101700, 40300200100, 40300201600, 40300201700, 40300300100, 40300300300, 40300400100, 40300401000, 40300401200, 40300401300, 40300401400, 40300401500, 40300401600

The Grantors, **RAYMOND BERSCHAUER AND PAMELA M. BERSCHAUER, HUSBAND AND WIFE**, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby convey and warrant to the Grantee, **CITY OF OLYMPIA**, a Washington municipal corporation, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

Lots 1 to 12, inclusive and Lots 16, 17 and 18 in Block 1; Lots 1 to 18, inclusive, in Block 2; Lots 1, 2 and 3 in Block 3 and Lots 1 to 18, inclusive, in Block 4 of Champe Addition to Olympia, as recorded in Volume 5 of Plats, Page 63; TOGETHER WITH that part of vacated East 10 feet of street adjacent to Lots 1 and 18 in Block 1 and Lots 1 and 18 in Block 4 on the West; and the unnumbered tracts north of Blocks 2, 3, 4 and 5, Olympia Land Company's Amended Plat of Park Addition, as recorded in Volume 7 of Plats, Page 30; EXCEPT the East 100 feet of tract North of Block 5; ALSO EXCEPT right of way of Northern Pacific Railway Company over the Northwest portion of said Block 1 and vacated portion of street.

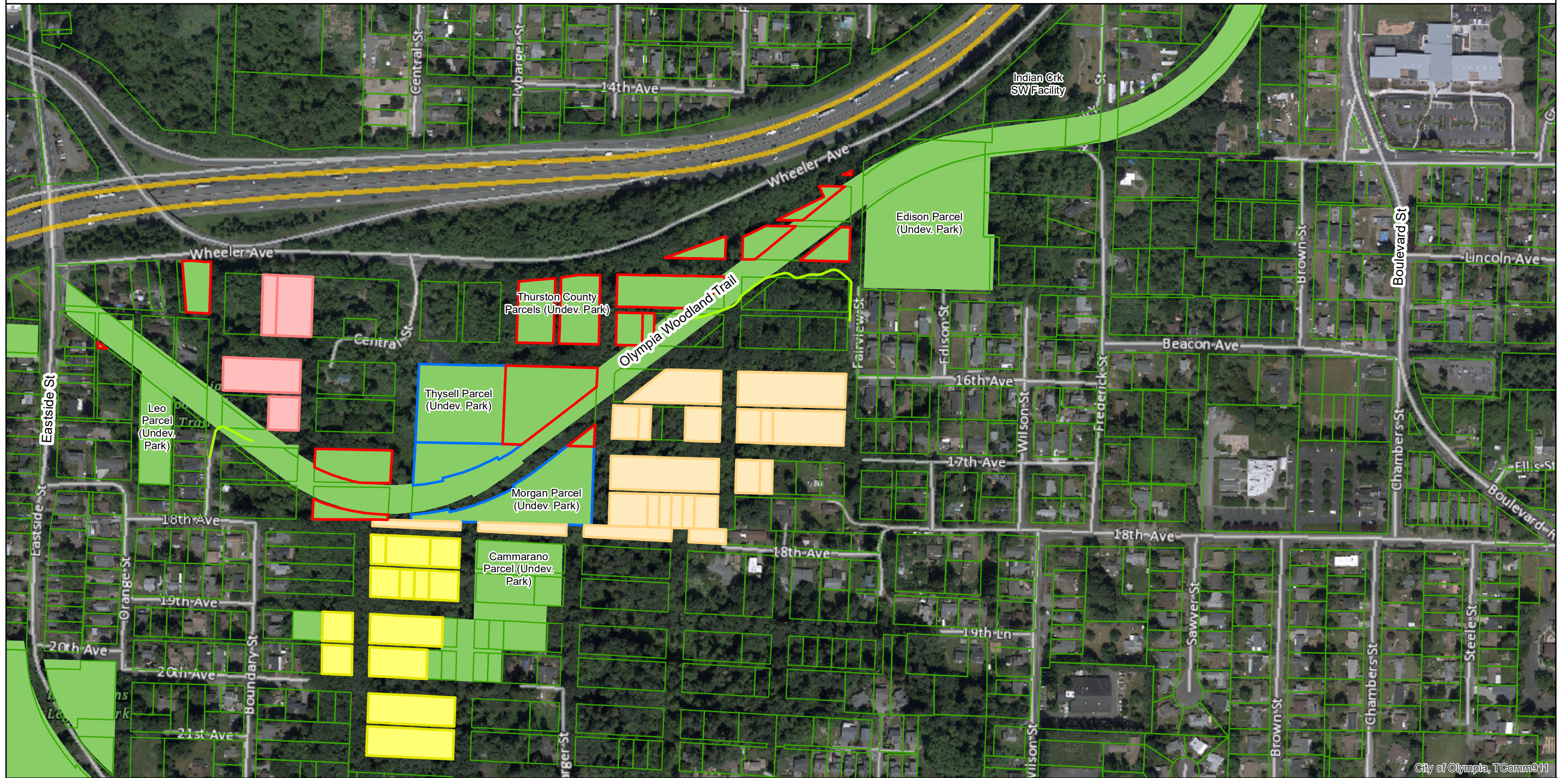
In Thurston County, Washington.

EXHIBIT A
Permitted Exceptions

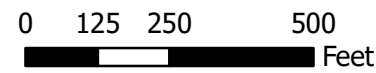


Olympia Woodland Trail

Acquisition Projects



City of Olympia, TComm911



- Parks Land
- Berschauer Parcels
- Thurston County Parcels
- Herbrand Parcels
- Morgan and Thysell Parcel Donations
- Nickerson Parcels
- Neighborhood Connections

This map is intended for 11x17" landscape printing.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of Resolution Authorizing the Purchase of Real Estate Owned by The Herbrand Company

Agenda Date: 5/22/2018
Agenda Item Number: 4.L
File Number: 18-0473

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of Resolution Authorizing the Purchase of Real Estate Owned by The Herbrand Company

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute all documents necessary to acquire 4.23 acres of real estate from The Herbrand Company.

Report

Issue:

Whether to approve the purchase of real estate from The Herbrand Company for a future park site.

Staff Contact:

Laura Keehan, Parks Planning & Design Manager, 360.570.5855

Mark Barber, City Attorney, 360.753.8338

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Herbrand Company (Seller) owns 4.23-acres located south of the Karen Fraser Woodland Trail and east of Boundary St. (see attachment titled Property Location Map).

The City desires to purchase this property to expand its inventory of open space park acreage. Acquisition of this property would provide good opportunities for people to experience nature in their neighborhood and allow for possible recreation uses off the Woodland Trail, such as mountain biking trails, hiking trails, or dog trails.

Staff has concluded negotiations with the Seller, and has prepared the Real Estate Purchase and

Sale Agreement attached to this Staff Report. The purchase price is \$180,000.

Neighborhood/Community Interests (if known):

In 2015, a series of eight neighborhood meetings with a total of 160 participants were conducted to provide input for the 2016 Parks, Arts and Recreation Plan. The most dominant themes of these meetings were:

- Acquire land in general while it is available; and
- Buy open space/natural areas - provide nearby access to nature

The 2015 Random Sample Survey of 759 respondents, conducted for the upcoming 2016 Parks, Arts and Recreation Plan, indicated that “trails” and “natural open space” were the highest priority for new projects.

Options:

1. Approve the resolution authorizing the City Manager to execute all documents necessary to acquire 4.23 acres of real estate from The Herbrand Company.
2. Do not authorize the purchase of real estate from The Herbrand Company.
3. Direct staff to seek other options to satisfy the City’s need for open space acreage.

Financial Impact:

Non-voted Utility Tax funds appropriated in the 2018 Capital Facilities Plan for the purpose of land acquisition will be used for the purchase.

Attachments:

Resolution
Purchase Agreement
Property Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING THE PURCHASE OF REAL ESTATE OWNED BY THE HERBRAND COMPANY
FOR THE CITY OF OLYMPIA**

WHEREAS, the City desires to expand its inventory of open space park acreage; and

WHEREAS, The Herbrand Company owns real property located south of the Karen Fraser Woodland Trail and east of Boundary Street, in Olympia, Washington, consisting of 4.23 acres more or less (the Herbrand Property); and

WHEREAS, purchase of the Herbrand Property will provide opportunities for people to experience nature in their neighborhood and allow for possible recreation uses off the Woodland Trail, such as mountain biking trails, hiking trails, or dog trails; and

WHEREAS, the City and The Herbrand Company have negotiated terms and conditions for the City's purchase of the Herbrand Property; and

WHEREAS, the Olympia City Council hereby accepts terms, among others, to purchase the Herbrand Property for One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00) U.S.;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby accepts the terms and conditions negotiated with The Herbrand Company to purchase the real property located south of the Karen Fraser Woodland Trail and east of Boundary Street, in Olympia, Washington, from The Herbrand Company for open space park acreage upon the agreed terms within the real estate purchase and sale agreement.
2. The City Manager is directed and authorized to execute all documents necessary to purchase the aforesaid real property from The Herbrand Company, upon the terms and conditions negotiated in the real estate purchase and sale agreement, and to make any minor modifications consistent with the intent of the real estate purchase and sale agreement as may be necessary, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of May 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Buyer"), and The Herbrand Company, a Washington corporation ("Seller"), jointly referred to as "the Parties." This Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 17.16 below).

RECITALS

Seller is the owner of certain real property located in **Thurston County, Washington**, consisting of approximately 4.23 acres, more or less, and more particularly described on **Exhibit "A"** (legal description) and **Exhibit "B"** (general vicinity sketch) attached hereto and by this reference incorporated herein.

Buyer has determined that the Property is suitable for a public park for recreation and open space purposes for the citizens and residents of the City of Olympia.

The signatories to this Agreement acknowledge they are authorized to execute associated documents, to correct legal descriptions if need be, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this Agreement.

The Parties now enter into this Agreement to memorialize the terms and conditions under which Seller will sell the Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following:

1.1 **Land.** The approximately 4.23 acres, more or less, constituting the Property legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement.

1.2 **Appurtenances.** All rights, privileges, and easements appurtenant to the Property owned by Seller, including without limitation any and all leases, subleases, easements, rights-of-way and other appurtenances, including any buildings, structures or fixtures used in connection with the beneficial use and enjoyment of the Property (the "Appurtenances").

The Property and Appurtenances described in Paragraph 1 above are collectively referred to in this Agreement as the "Property."

2. **Escrow.** Within three (3) business days of the Effective Date of this Agreement, the Parties shall confirm that an escrow account is opened for the transaction contemplated by this Agreement with Thurston County Title Company (in such capacity, "Escrow Company"). Darla Wilkins or another designee of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

3. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is **One Hundred and Eighty Thousand Dollars and 00/100 Cents** (\$180,000.00) U.S.

4. **Payment of Purchase Price.** On the Closing Date, Buyer shall deposit with Escrow Agent the amount of the Purchase Price, less any amounts to be credited against the Purchase Price pursuant to this Agreement.

5. **Closing Date.** The Closing (the "Closing") of the purchase and sale of the Property under this Agreement shall be held at the offices of the Escrow Company, and shall occur on a date no later than thirty (30) days after the Effective Date of this Agreement (the "Closing Date"), unless an earlier time is agreed between the Parties. Closing shall occur when the Deed (as hereinafter defined) to Buyer is executed and recorded, and the Purchase Price is delivered to the Escrow Company for delivery to Seller. Notwithstanding anything above to the contrary, in all events, the Closing must occur on or before June 29, 2018.

6. **Title and Survey Matters.**

6.1 **Title Binder.** Buyer shall order a preliminary commitment for an ALTA owner's standard coverage title insurance policy provided by Thurston County Title Insurance Company ("Title Company") describing the Property, showing all matters of record pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, Buyer shall obtain from Title Company a written supplemental report to such preliminary commitment in a form acceptable to Buyer, updating the preliminary commitment to the execution date of the Agreement. Such preliminary commitment, supplemental reports and true, correct and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Binder."

6.2 **Title Review.** Within fourteen (14) business days after Buyer's receipt of the updated Title Binder, Buyer shall review the Title Binder and any surveys of the Property, and shall notify Seller what exceptions to title, if any, affect the marketability or insurability of the title to the Property or which adversely affect the use of the Property (the "Title Review Period"). If no title matters appear in the updated Title Binder since the initial preliminary commitments, then the Parties shall proceed to Closing as set forth in this Agreement. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then Seller shall have ten (10) business days after receiving Buyer's objections to notify Buyer if Seller will remove any of the exceptions objected to prior to the Closing Date or if Seller elects not to remove such objected to exceptions. If Seller shall fail to remove any such exceptions

objected to by Buyer from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Buyer may elect to either terminate this Agreement, or take title despite the existence of such exception. If Buyer elects to terminate, neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect.

6.3 **Title Policy.** At Closing, Seller and Buyer shall cause Title Company to issue a standard ALTA owner's policy ("Title Policy") to Buyer, at Seller's cost. The Title Policy shall (a) be satisfactory to Buyer, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion of the Title Policy required under this Paragraph 6.

7. **Conditions and/or Contingencies to Buyer's Obligations.**

7.1 **Documents and Reports.** Within fifteen (15) business days after the execution and delivery of this Agreement (the "Document Delivery Date"), Seller shall deliver to Buyer copies of the documents and reports listed on attached **Exhibit "C"** to this Agreement and in Seller's possession. Seller shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on **Exhibit "C"** not in Seller's possession.

7.2 **Inspection of the Property.** Buyer shall have the right and permission from the date Seller signs this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller as a direct result of any actions taken by Buyer in connection with the Property, including but not limited to permitting Seller to review a written description of Buyer's proposed testing and work to ensure same is properly done and will not exacerbate any existing condition of contamination on the property. Buyer shall also provide Seller with a copy of all soil or environmental test results for the property upon Seller's request. Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

7.3 **Appraisal of the Property.** Buyer shall have the right to obtain an appraisal. Buyer's appraiser may enter onto the property as is necessary to appraise the Property.

7.4 **Approval of Property/Feasibility Contingency.** Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the

Property, including, without limitation, the physical condition of the Property and documents delivered by Seller pursuant to Paragraph 7.1 above, or otherwise obtained by Buyer regarding the Property. Buyer's approval and obligation to purchase the Property under this paragraph shall be twenty-one (21) business days from the last date this Agreement was executed by a Party to sign same.

7.5 Contingency/Feasibility Period. As used herein, the term "Contingency or Feasibility Period" shall be twenty-one (21) business days from the last date this Agreement was executed by a Party to sign same.

7.6 Buyer's Right to Terminate. If Buyer's conditions set forth in Paragraph 7.4 above are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by sending written notice to Sellers and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Seller, this Agreement shall terminate and neither Buyer nor Seller shall have any further liability to the other under this Agreement.

7.7 Additional Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions that must be satisfied as of Closing.

(i) Prior to Closing, all Contracts (whether written or oral), with respect to the Property shall be terminated in writing, except for any Assumed Contracts. Seller shall provide Buyer, prior to Closing, with written termination agreements with respect to all Contracts, in a form acceptable to Buyer;

(ii) All representations and warranties of Seller contained herein, to the best of Seller's knowledge, shall be true, accurate and complete at the time of the Closing as if made again at such time;

(iii) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iv) At Closing, title to the Property shall be in the condition required by Paragraph 6 of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

(v) At Closing, the forest and ground cover shall be substantially the same as on the date hereof, ordinary wear and tear excepted.

If the conditions set forth in this Paragraph 7 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability to the other under this Agreement.

8. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, to the best of Seller's knowledge, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

8.1 Title. Seller is the sole owner of the Property, except for reservations of record. At Closing, Seller shall convey the entire fee simple estate and right, title and interest in and to the Property by statutory warranty deed to Buyer, free and clear of unapproved encumbrances of record.

8.2 Compliance with Law; Compliance with Property Restrictions. The Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property related to zoning, building, subdivision, and engineering.

8.3 Bankruptcy, etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

8.4 Taxes and Assessments. Other than amounts disclosed by the Title Binder, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

8.5 Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

8.6 Mechanics' Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborer's or materialmen's liens or claims might arise.

8.7 Underground Storage Tanks. Seller has no knowledge of (a) subterranean storage or underground storage tanks that exist on the Property, and (b) any previously existing underground storage tanks that have been removed or filled in compliance with applicable law. If there had been an underground storage tank on the site, to the best of Seller's knowledge, the tank was decommissioned in compliance with applicable law.

8.8 Leases and Other Agreements. Seller represents that there are no leases, occupancy agreements, service agreements, licenses, easements, or option agreements with regard to the Property, except those of record or disclosed pursuant to Paragraph 7.1.

8.9 Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date.

8.10 **Defaults.** Seller is not in default and there has occurred no uncured event which, with notice, the passage of time or both would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

8.11 **Utilities.** The Property may or may not be served by water, storm and sanitary or septic sewer, electricity, and telephone supplied directly to the Property by facilities of public utilities. All such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

8.12 **Public Improvements.** Seller has no knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Property.

8.13 **Subdivision.** The conveyance of the Property will not constitute a violation of any subdivision ordinance. The improvements on the Property comply in all material respects with all applicable subdivision ordinances and statutes.

8.14 **Due Authority.** Seller and Buyer have all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and Buyer and constitute their legal, valid and binding obligation enforceable against Seller and Buyer in accordance with its terms.

8.15 **No Omissions.** The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

9. **Covenants of Seller.** Seller covenants and agrees as follows:

9.1 **Perform Obligations.** From the date of this Agreement to the Closing Date, Seller will perform any monetary and non-monetary obligations it has regarding the Property.

9.2 **No Liens.** From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property, nor will Seller grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

9.3 **Provide Further Information.** From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

10. Closing.

10.1 **Time and Place.** Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Paragraph 5 of this Agreement.

10.2 **Documents to be Delivered by Seller.** For and in consideration of, and as a condition precedent to the payment to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Title Documents.** Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by Buyer, or by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property.

(ii) **Authority.** Such evidence as the Title Company shall require as to authority of Seller to convey the Property to Buyer.

(iii) **Surveys and Drawings.** All surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Seller, if any.

(iv) **Assignment.** Seller and Buyer agree any assignment of Buyer's rights under this Agreement shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned or denied.

(v) **Warranty Deed.** A statutory warranty deed ("Deed") conveying to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property in the form set forth in **Exhibit "D"** attached hereto.

10.3 **Payment of Costs.** At Closing, Seller shall pay all charges for title insurance for a standard ALTA owner's title policy insuring Buyer's title, one-half of the escrow fee, the recording fee, the technology fee, and real property excise taxes. Buyer shall pay one-half of the escrow fee.

10.4 **Taxes.** Buyer is exempt from payment of real property excise taxes for the Property pursuant to WAC 458-61A-205(3).

10.5 **Monetary Liens.** Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements, except where Seller is exempt by statute or administrative rule or regulation.

10.6 **Possession.** Possession of the Property shall be delivered to Buyer at Closing. The Property, including without limitation the improvements, if any, shall be delivered to Buyer in good order.

10.7 **Proration.** All amounts required to be prorated hereunder as of Closing, shall be calculated as if Buyer were in possession of the Property as of the date of Closing.

11. Environmental.

11.1 Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that Seller shall have no obligation to defend, indemnify, or hold Buyer harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising (a) out of the release or threatened release of Hazardous Substances on, under, above, or about the Property after Closing, or (b) out of the past release or threatened release of any Hazardous Substance on, under, above, or about the Property caused or contributed to by Buyer, or any employee, agent, tenant, or contractor of Buyer.

11.2 **Definitions.** The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

12. **Indemnification.** Seller shall pay, protect, pay the defense costs of, indemnify and hold Buyer and their successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Seller set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller, (c) the ownership, maintenance, and/or operation of the Property by Seller prior to the Closing not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Seller, its representatives, employees, contractors or suppliers that occurred before Closing; provided, however, that nothing in this Paragraph 12 applies to Losses arising out of the presence of Hazardous Substances on, under, above, or about the Property, including Hazardous Substances that migrate or migrated to or from the Property except as specifically provided in Paragraph 11 above.

13. **Condemnation.** In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively "Condemnation") respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase

Price, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, Seller's entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

14. Casualty. If any fire, windstorm or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller, has any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Property.

15. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Buyer: Steven R. Hall, City Manager
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: shall@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: mbarber@ci.olympia.wa.us

To Seller: Dan Miller, Acquisitions Manager
The Herbrand Company
315 39th Ave SW, Ste 6
Puyallup, WA 98373
dmiller@theherbrandcompany.com

Any party hereto may change its address for receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

16. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Buyer shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Seller's obligations hereunder.

17. Miscellaneous.

17.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

17.2 Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the Parties hereto.

17.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

17.4 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns. Any assignment shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned or denied. Buyer must notify and, if required, request approval by Seller of any such assignment prior to the Closing. Any such assignee shall for all purposes be regarded as Buyer under this Agreement.

17.5 **Entire Agreement and No Third Party Beneficiaries.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

17.6 **Attorneys' Fees.** Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

17.7 **Construction.** Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

17.8 **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.9 **Survival.** The covenants, agreements, obligations to indemnify, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

17.10 **Finders' or Brokers' Fees.** Seller represents and warrants that if it has engaged the services of any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement, that Seller shall pay such fee in connection with the transactions contemplated by this Agreement. Seller agrees to indemnify, defend and hold harmless Buyer against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees that Buyer shall incur or suffer by reason of a breach by Seller of the representation and warranty set forth above.

17.11 **Time.** Time is of the essence of every provision of this Agreement.

17.12 **Risk of Loss.** All of Seller's personal property, of any kind or description whatsoever that is on the Property after Closing, shall be at Seller's sole risk of loss.

17.13 **Force Majeure.** Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo,

riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

17.14 **Recitals.** The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof.

17.15 **Counterparts.** This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same Agreement.

17.16 **Effective Date.** The term “date of this Agreement” or “date hereof” or “Effective Date,” as used in this Agreement, shall mean the later of the following dates: (1) the date of Buyer’s signature on this Agreement; or (2) the date of Seller’s signature on this Agreement.

18. **Expiration.** This offer will expire if not executed by Seller and Buyer on or before 5:00 p.m. on June 19, 2018.

[Signatures appear on the following page]

SELLER:

THE HERBRAND COMPANY, a
Washington corporation


Print name: Dan Miller
Title: Acquisitions Manager
Date: 5-14-2018

BUYER:

CITY OF OLYMPIA, a Washington
municipal corporation

Steven R. Hall, City Manager

Date: _____

APPROVED AS TO FORM:



Mark Barber, City Attorney

Date: 5/14/2018

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 12 in Block 2 of Olympia Land Company's Amended Plat of Park Addition to Olympia, as recorded in Volume 7 of Plats, Page 30.

Lots 1 through 5 and Lots 9 through 12 in Block 15 and Lots 5 through 8 in Block 16 of Olympia Land Company's Amended Plat of Park Addition to Olympia, as recorded in Volume 7 of Plats, Page 30.

Lots 1 through 12 of Block 19 of Olympia Land Company's Amended Plat of Park Addition to Olympia, as recorded in Volume 7 of Plats, Page 30.

Situated in Thurston County, Washington.

EXHIBIT "B" GENERAL VICINITY SKETCH

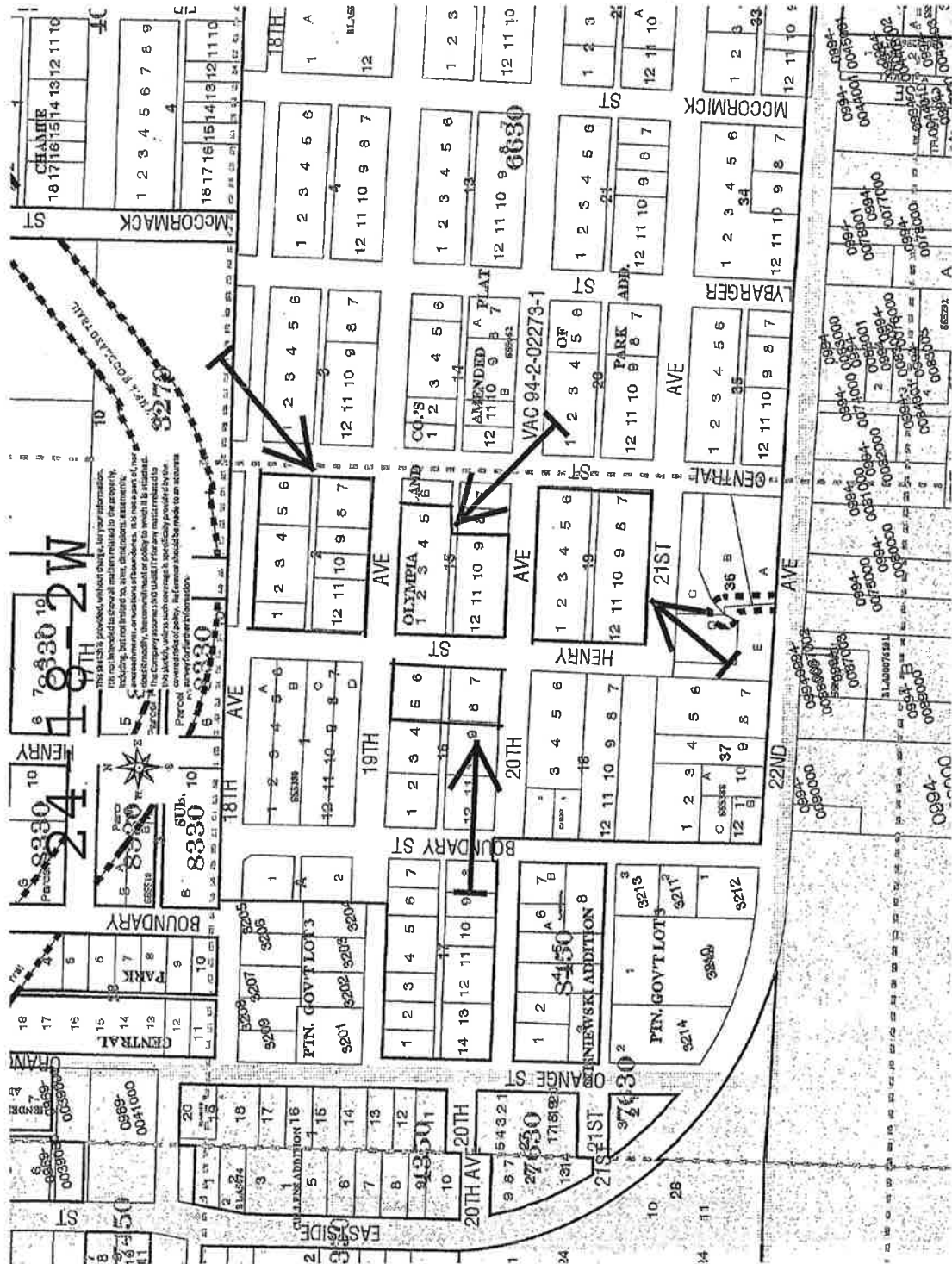


EXHIBIT "C"
DOCUMENTS AND REPORTS

1. Copies of all of leases or other occupancy agreements relating to the Property, if any, with originals to be delivered at Closing.
2. Copies of all licenses, permits and approvals, if any, issued by governmental authorities for the use and occupancy of the Property or any facility located thereon.
3. Any other information about the Property reasonably requested by Buyer if in the possession or control of Seller.
4. Any service contracts or other similar agreements related to the Property.
5. Reports of environmental conditions related to the Property, if any.
6. Surveys, if any.
7. Soils reports, if any.

EXHIBIT "D"
FORM OF STATUTORY WARRANTY DEED

AFTER RECORDING MAIL TO:

City of Olympia
Attn: Legal Department
P.O. Box 1967
Olympia WA 98507-1967

Document Title:	Statutory Warranty Deed
Grantor:	The Herbrand Company, a Washington corporation
Grantee:	City of Olympia, a Washington municipal corporation
Legal Description:	LOTS 1 TO 12 BLK 2; LOTS 1 TO 5 & LOTS 9 TO 12 BLK 15; LOTS 5 TO 8 BLK 16; LOTS 1 TO 12 BLK 19 OLYMPIA LAND COMPANY'S AMENDED PARK ADD
Assessor's Tax Parcel Numbers:	66300200100; 66300200200; 66300200500; 66300200700; 66300200900; 66300201100; 66301500100; 66301500900; 66301600500; 66301900100

The Grantor, **THE HERBRAND COMPANY**, a Washington corporation, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and warrants to the Grantee, **CITY OF OLYMPIA**, a Washington municipal corporation, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

Lots 1 through 12 in Block 2 of Olympia Land Company's Amended Plat of Park Addition to Olympia, as recorded in Volume 7 of Plats, Page 30.

Lots 1 through 5 and Lots 9 through 12 in Block 15 and Lots 5 through 8 in Block 16 of Olympia Land Company's Amended Plat of Park Addition to Olympia, as recorded in Volume 7 of Plats, Page 30.

Lots 1 through 12 of Block 19 of Olympia Land Company's Amended Plat of Park Addition to Olympia, as recorded in Volume 7 of Plats, Page 30.

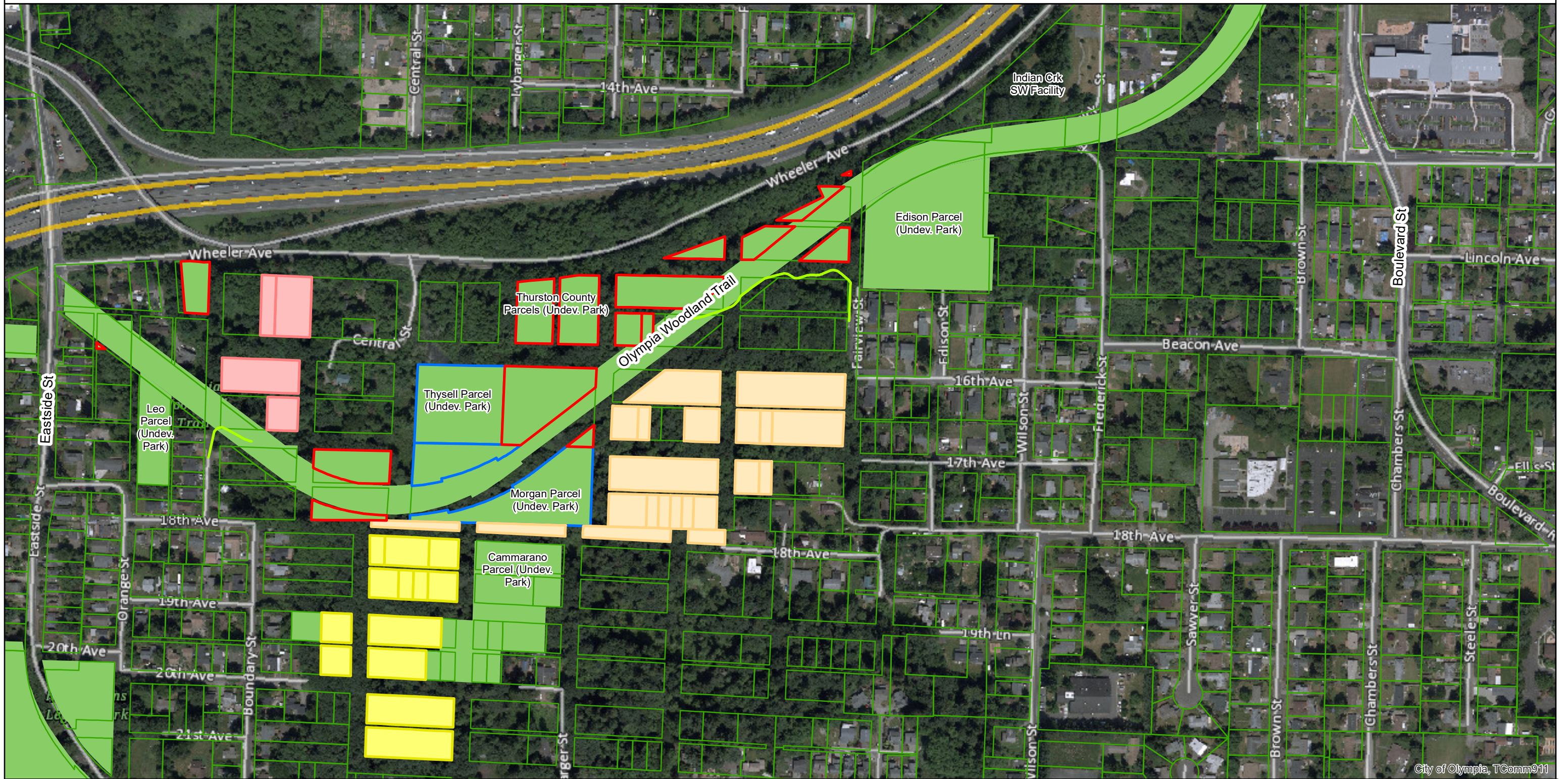
Situated in Thurston County, Washington.

Exhibit A
Permitted Exceptions

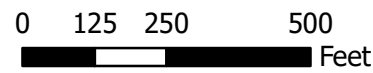


Olympia Woodland Trail

Acquisition Projects



City of Olympia, TComm911



- Parks Land
- Berschauer Parcels
- Thurston County Parcels
- Herbrand Parcels
- Morgan and Thysell Parcel Donations
- Nickerson Parcels
- Neighborhood Connections

This map is intended for 11x17" landscape printing.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of Resolution Authorizing the Purchase of Real Estate Owned by Claude R. Nickerson

Agenda Date: 5/22/2018
Agenda Item Number: 4.M
File Number: 18-0474

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of Resolution Authorizing the Purchase of Real Estate Owned by Claude R. Nickerson

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute all documents necessary to acquire 2.05 acres of real estate from Claude R. Nickerson.

Report

Issue:

Whether to approve the purchase of real estate from Claude R. Nickerson for a future park site.

Staff Contact:

Laura Keehan, Parks Planning & Design Manager, 360.570.5855

Mark Barber, City Attorney, 360.753.8223

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Claude R. Nickerson owns 2.05-acres located north of the Karen Fraser Woodland Trail at 1319 Wheeler Ave SE (see attachment titled Property Location Map).

The City desires to purchase this property to expand its inventory of open space park acreage. Acquisition of this property would provide good opportunities for people to experience nature in their neighborhood, and allow for possible recreation uses off the Woodland Trail, such as mountain biking trails, hiking trails, or dog trails.

Staff has concluded negotiations with the Seller, and has prepared the Purchase Real Estate

agreement that is attached to the Staff Report. The purchase price is \$13,624.

Neighborhood/Community Interests (if known):

In 2015, a series of eight neighborhood meetings with a total of 160 participants were conducted to provide input for the 2016 Parks, Arts and Recreation Plan. The most dominant themes of these meetings were:

- Acquire land in general while it is available; and
- Buy open space/natural areas - provide nearby access to nature

The 2015 Random Sample Survey of 759 respondents, conducted for the upcoming 2016 Parks, Arts and Recreation Plan, indicated that “trails” and “natural open space” were the highest priority for new projects.

Options:

1. Approve the resolution authorizing the City Manager to execute all documents necessary to acquire 4.23 acres of real estate from Claude R. Nickerson.
2. Do not authorize the purchase of real estate from Claude R. Nickerson.
3. Direct staff to seek other options to satisfy the City’s need for open space acreage.

Financial Impact:

Non-voted Utility Tax funds appropriated in the 2018 Capital Facilities Plan for the purpose of land acquisition will be used for the purchase.

Attachments:

Resolution
Purchase Agreement
Property Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING THE PURCHASE OF REAL ESTATE OWNED BY CLAUDE R. NICKERSON FOR
THE CITY OF OLYMPIA**

WHEREAS, the City desires to expand its inventory of open space park acreage; and

WHEREAS, Claude R. Nickerson owns real property located north of the Karen Fraser Woodland Trail at 1319 Wheeler Avenue, SE, in Olympia, Washington, consisting of 2.05 acres more or less (the Nickerson Property); and

WHEREAS, purchase of the Nickerson Property will provide opportunities for people to experience nature in their neighborhood and allow for possible recreation uses off the Woodland Trail, such as mountain biking trails, hiking trails, or dog trails; and

WHEREAS, the City and Claude R. Nickerson have negotiated terms and conditions for the City's purchase of the Nickerson Property; and

WHEREAS, the Olympia City Council hereby accepts terms, among others, to purchase the Nickerson Property for Thirteen Thousand Six Hundred Twenty-Four Dollars and No Cents (\$13,624.00) U.S.;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby accepts the terms and conditions negotiated with Claude R. Nickerson to purchase the real property located north of the Karen Fraser Woodland Trail at 1319 Wheeler Avenue SE, in Olympia, Washington, from Claude R. Nickerson for open space park acreage upon the agreed terms within the real estate purchase and sale agreement.
2. The City Manager is directed and authorized to execute all documents necessary to purchase the aforesaid real property from Claude R. Nickerson, upon the terms and conditions negotiated in the real estate purchase and sale agreement, and to make any minor modifications consistent with the intent of the real estate purchase and sale agreement as may be necessary, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of May 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Buyer"), and Claude R. Nickerson, as his separate estate ("Seller"), jointly referred to as "the Parties." This Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 17.16 below).

RECITALS

Seller is the owner of certain real property located in **Thurston County, Washington**, consisting of approximately 2.05 acres, more or less, and more particularly described on **Exhibit "A"** (legal description) and **Exhibit "B"** (sketch) attached hereto and by this reference incorporated herein.

Buyer has determined that the Property is suitable for a public park for recreation and open space purposes for the citizens and residents of the City of Olympia.

The signatories to this Agreement acknowledge they are authorized to execute associated documents, to correct legal descriptions if need be, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this Agreement.

The Parties now enter into this Agreement to memorialize the terms and conditions under which Seller will sell the Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following:

1.1 **Land.** The approximately 2.05 acres, more or less, constituting the Property legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement.

1.2 **Appurtenances.** All rights, privileges, and easements appurtenant to the Property owned by Seller, including without limitation any and all leases, subleases, easements, rights-of-way and other appurtenances, including any buildings, structures or fixtures used in connection with the beneficial use and enjoyment of the Property (the "Appurtenances").

The Property and Appurtenances described in Paragraph 1 above are collectively referred to in this Agreement as the "Property."

2. **Escrow.** Within three (3) business days of the Effective Date of this Agreement, the Parties shall confirm that an escrow account is opened for the transaction contemplated by this Agreement with Thurston County Title Company (in such capacity, "Escrow Company"). Darla Wilkins or another designee of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

3. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is **Thirteen Thousand Six-hundred Twenty-four Dollars and 00/100 Cents** (\$13,624.00) U.S.

4. **Payment of Purchase Price.** On the Closing Date, Buyer shall deposit with Escrow Agent the amount of the Purchase Price, less any amounts to be credited against the Purchase Price pursuant to this Agreement.

5. **Closing Date.** The Closing (the "Closing") of the purchase and sale of the Property under this Agreement shall be held at the offices of the Escrow Company, and shall occur on a date no later than thirty (30) days after the Effective Date of this Agreement (the "Closing Date"), unless an earlier time is agreed between the Parties. Closing shall occur when the Deed (as hereinafter defined) to Buyer is executed and recorded, and the Purchase Price is delivered to the Escrow Company for delivery to Seller. Notwithstanding anything above to the contrary, in all events, the Closing must occur on or before June 29, 2018.

6. **Title and Survey Matters.**

6.1 **Title Binder.** Buyer shall order a preliminary commitment for an ALTA owner's standard coverage title insurance policy provided by Thurston County Title Insurance Company ("Title Company") describing the Property, showing all matters of record pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, Buyer shall obtain from Title Company a written supplemental report to such preliminary commitment in a form acceptable to Buyer, updating the preliminary commitment to the execution date of the Agreement. Such preliminary commitment, supplemental reports and true, correct and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Binder."

6.2 **Title Review.** Within fourteen (14) business days after Buyer's receipt of the updated Title Binder, Buyer shall review the Title Binder and any surveys of the Property, and shall notify Seller what exceptions to title, if any, affect the marketability or insurability of the title to the Property or which adversely affect the use of the Property (the "Title Review Period"). If no title matters appear in the updated Title Binder since the initial preliminary commitments, then the Parties shall proceed to Closing as set forth in this Agreement. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then Seller shall have ten (10) business days after receiving Buyer's objections to notify Buyer if Seller will remove any of the exceptions objected to prior to the Closing Date or if Seller elects not to remove such objected to exceptions. If Seller shall fail to remove any such exceptions objected to by Buyer from title prior

to the Closing Date, and Buyer is unwilling to take title subject thereto, Buyer may elect to either terminate this Agreement, or take title despite the existence of such exception. If Buyer elects to terminate, neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect.

6.3 **Title Policy.** At Closing, Seller and Buyer shall cause Title Company to issue a standard ALTA owner's policy ("Title Policy") to Buyer, at Seller's cost. The Title Policy shall (a) be satisfactory to Buyer, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion of the Title Policy required under this Paragraph 6.

7. **Conditions and/or Contingencies to Buyer's Obligations.**

7.1 **Documents and Reports.** Within fifteen (15) business days after the execution and delivery of this Agreement (the "Document Delivery Date"), Seller shall deliver to Buyer copies of the documents and reports listed on attached **Exhibit "C"** to this Agreement and in Seller's possession. Seller shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on **Exhibit "C"** not in Seller's possession.

7.2 **Inspection of the Property.** Buyer shall have the right and permission from the date Seller signs this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller as a direct result of any actions taken by Buyer in connection with the Property, including but not limited to permitting Seller to review a written description of Buyer's proposed testing and work to ensure same is properly done and will not exacerbate any existing condition of contamination on the property. Buyer shall also provide Seller with a copy of all soil or environmental test results for the property upon Seller's request. Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

7.3 **Appraisal of the Property.** Buyer shall have the right to obtain an appraisal. Buyer's appraiser may enter onto the property as is necessary to appraise the Property.

7.4 **Approval of Property/Feasibility Contingency.** Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the Property, including, without limitation, the physical condition of the Property and documents

delivered by Seller pursuant to Paragraph 7.1 above, or otherwise obtained by Buyer regarding the Property. Buyer's approval and obligation to purchase the Property under this paragraph shall be twenty-one (21) business days from the last date this Agreement was executed by a Party to sign same.

7.5 **Contingency/Feasibility Period.** As used herein, the term "Contingency or Feasibility Period" shall be twenty-one (21) business days from the last date this Agreement was executed by a Party to sign same.

7.6 **Buyer's Right to Terminate.** If Buyer's conditions set forth in Paragraph 7.4 above are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by sending written notice to Sellers and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Seller, this Agreement shall terminate and neither Buyer nor Seller shall have any further liability to the other under this Agreement.

7.7 **Additional Closing Conditions.** Buyer's obligation to purchase the Property shall also be subject to the following conditions that must be satisfied as of Closing.

(i) Prior to Closing, all Contracts (whether written or oral), with respect to the Property shall be terminated in writing, except for any Assumed Contracts. Seller shall provide Buyer, prior to Closing, with written termination agreements with respect to all Contracts, in a form acceptable to Buyer;

(ii) All representations and warranties of Seller contained herein, to the best of Seller's knowledge, shall be true, accurate and complete at the time of the Closing as if made again at such time;

(iii) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iv) At Closing, title to the Property shall be in the condition required by Paragraph 6 of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

(v) At Closing, the forest and ground cover shall be substantially the same as on the date hereof, ordinary wear and tear excepted.

If the conditions set forth in this Paragraph 7 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability to the other under this Agreement.

8. **Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties, to the best of Seller's knowledge, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

8.1 **Title.** Seller is the sole owner of the Property, except for reservations of record. At Closing, Seller shall convey the entire fee simple estate and right, title and interest in and to the Property by statutory warranty deed to Buyer, free and clear of unapproved encumbrances of record.

8.2 **Compliance with Law; Compliance with Property Restrictions.** The Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property related to zoning, building, subdivision, and engineering.

8.3 **Bankruptcy, etc.** No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

8.4 **Taxes and Assessments.** Other than amounts disclosed by the Title Binder, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

8.5 **Foreign Person.** Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

8.6 **Mechanics' Liens.** No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborer's or materialmen's liens or claims might arise.

8.7 **Underground Storage Tanks.** Seller has no knowledge of (a) subterranean storage or underground storage tanks that exist on the Property, and (b) any previously existing underground storage tanks that have been removed or filled in compliance with applicable law. If there had been an underground storage tank on the site, to the best of Seller's knowledge, the tank was decommissioned in compliance with applicable law.

8.8 **Leases and Other Agreements.** Seller represents that there are no leases, occupancy agreements, service agreements, licenses, easements, or option agreements with regard to the Property, except those of record or disclosed pursuant to Paragraph 7.1.

8.9 **Assumption of Liabilities.** Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date.

8.10 **Defaults.** Seller is not in default and there has occurred no uncured event which, with notice, the passage of time or both would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

8.11 **Utilities.** The Property may or may not be served by water, storm and sanitary or septic sewer, electricity, and telephone supplied directly to the Property by facilities of public utilities. All such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

8.12 **Public Improvements.** Seller has no knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Property.

8.13 **Subdivision.** The conveyance of the Property will not constitute a violation of any subdivision ordinance. The improvements on the Property comply in all material respects with all applicable subdivision ordinances and statutes.

8.14 **Due Authority.** Seller and Buyer have all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and Buyer and constitute their legal, valid and binding obligation enforceable against Seller and Buyer in accordance with its terms.

8.15 **No Omissions.** The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

9. Covenants of Seller. Seller covenants and agrees as follows:

9.1 **Perform Obligations.** From the date of this Agreement to the Closing Date, Seller will perform any monetary and non-monetary obligations it has regarding the Property.

9.2 **No Liens.** From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property, nor will Seller grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

9.3 **Provide Further Information.** From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

10. Closing.

10.1 **Time and Place.** Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Paragraph 5 of this Agreement.

10.2 **Documents to be Delivered by Seller.** For and in consideration of, and as a condition precedent to the payment to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Title Documents.** Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by Buyer, or by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property.

(ii) **Authority.** Such evidence as the Title Company shall require as to authority of Seller to convey the Property to Buyer.

(iii) **Surveys and Drawings.** All surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Seller, if any.

(iv) **Assignment.** Seller and Buyer agree any assignment of Buyer's rights under this Agreement shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned or denied.

(v) **Warranty Deed.** A statutory warranty deed ("Deed") conveying to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property in the form set forth in **Exhibit "D"** attached hereto.

10.3 **Payment of Costs.** At Closing, Seller shall pay all charges for title insurance for a standard ALTA owner's title policy insuring Buyer's title, one-half of the escrow fee, the recording fee, the technology fee, and real property excise taxes. Buyer shall pay one-half of the escrow fee.

10.4 **Taxes.** Buyer is exempt from payment of real property excise taxes for the Property pursuant to WAC 458-61A-205(3).

10.5 **Monetary Liens.** Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements, except where Seller is exempt by statute or administrative rule or regulation.

10.6 **Possession.** Possession of the Property shall be delivered to Buyer at Closing. The Property, including without limitation the improvements, if any, shall be delivered to Buyer in good order.

10.7 **Proration.** All amounts required to be prorated hereunder as of Closing, shall be calculated as if Buyer were in possession of the Property as of the date of Closing.

11. Environmental.

11.1 Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that Seller shall have no obligation to defend, indemnify, or hold Buyer harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising (a) out of the release or threatened release of Hazardous Substances on, under, above, or about the Property after Closing, or (b) out of the past release or threatened release of any Hazardous Substance on, under, above, or about the Property caused or contributed to by Buyer, or any employee, agent, tenant, or contractor of Buyer.

11.2 **Definitions.** The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

12. **Indemnification.** Seller shall pay, protect, pay the defense costs of, indemnify and hold Buyer and their successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Seller set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller, (c) the ownership, maintenance, and/or operation of the Property by Seller prior to the Closing not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Seller, its representatives, employees, contractors or suppliers that occurred before Closing; provided, however, that nothing in this Paragraph 12 applies to Losses arising out of the presence of Hazardous Substances on, under, above, or about the Property, including Hazardous Substances that migrate or migrated to or from the Property except as specifically provided in Paragraph 11 above.

13. **Condemnation.** In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively "Condemnation") respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, Seller's entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

14. Casualty. If any fire, windstorm or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller, has any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Property.

15. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Buyer: Steven R. Hall, City Manager
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: shall@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: mbarber@ci.olympia.wa.us

To Seller: Claude R. Nickerson
3301 171st Pl SW
Lynnwood, WA 98037
lnickerson47@hotmail.com

Any party hereto may change its address for receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

16. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Buyer shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Seller's obligations hereunder.

17. Miscellaneous.

17.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

17.2 Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the Parties hereto.

17.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

17.4 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns. Any assignment shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned or denied. Buyer must notify and, if required, request approval by Seller of any such assignment prior to the Closing. Any such assignee shall for all purposes be regarded as Buyer under this Agreement.

17.5 Entire Agreement and No Third Party Beneficiaries. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

17.6 Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

17.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which

Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

17.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.9 Survival. The covenants, agreements, obligations to indemnify, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

17.10 Finders' or Brokers' Fees. Seller represents and warrants that if it has engaged the services of any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement, that Seller shall pay such fee in connection with the transactions contemplated by this Agreement. Seller agrees to indemnify, defend and hold harmless Buyer against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees that Buyer shall incur or suffer by reason of a breach by Seller of the representation and warranty set forth above.

17.11 Time. Time is of the essence of every provision of this Agreement.

17.12 Risk of Loss. All of Seller's personal property, of any kind or description whatsoever that is on the Property after Closing, shall be at Seller's sole risk of loss.

17.13 Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

17.14 Recitals. The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof.

17.15 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same Agreement.

17.16 **Effective Date.** The term “date of this Agreement” or “date hereof” or “Effective Date,” as used in this Agreement, shall mean the later of the following dates: (1) the date of Buyer’s signature on this Agreement; or (2) the date of Seller’s signature on this Agreement.

18. **Expiration.** This offer will expire if not executed by Seller and Buyer on or before 5:00 p.m. on June 19, 2018.

[Signatures appear on the following page]

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

The East 170 feet of the Southwest Quarter of Block 8 of Ayers Addition to the City of Olympia, recorded in Volume 2 of Plats, Page 67A, less the North 20 feet thereof conveyed to the City of Olympia for a street and less right-of-way conveyed to the State for frontage street.

PARCEL B:

Lots 1 through 5 and 9 and 10 in Block 2 of White and Maris' Subdivision of Block 9 of Ayers Addition to the City of Olympia; as recorded in Volume 4 of Plats, Page 12; less right-of-way of the Northern Pacific Railway Company.

Situated in Thurston County, Washington.

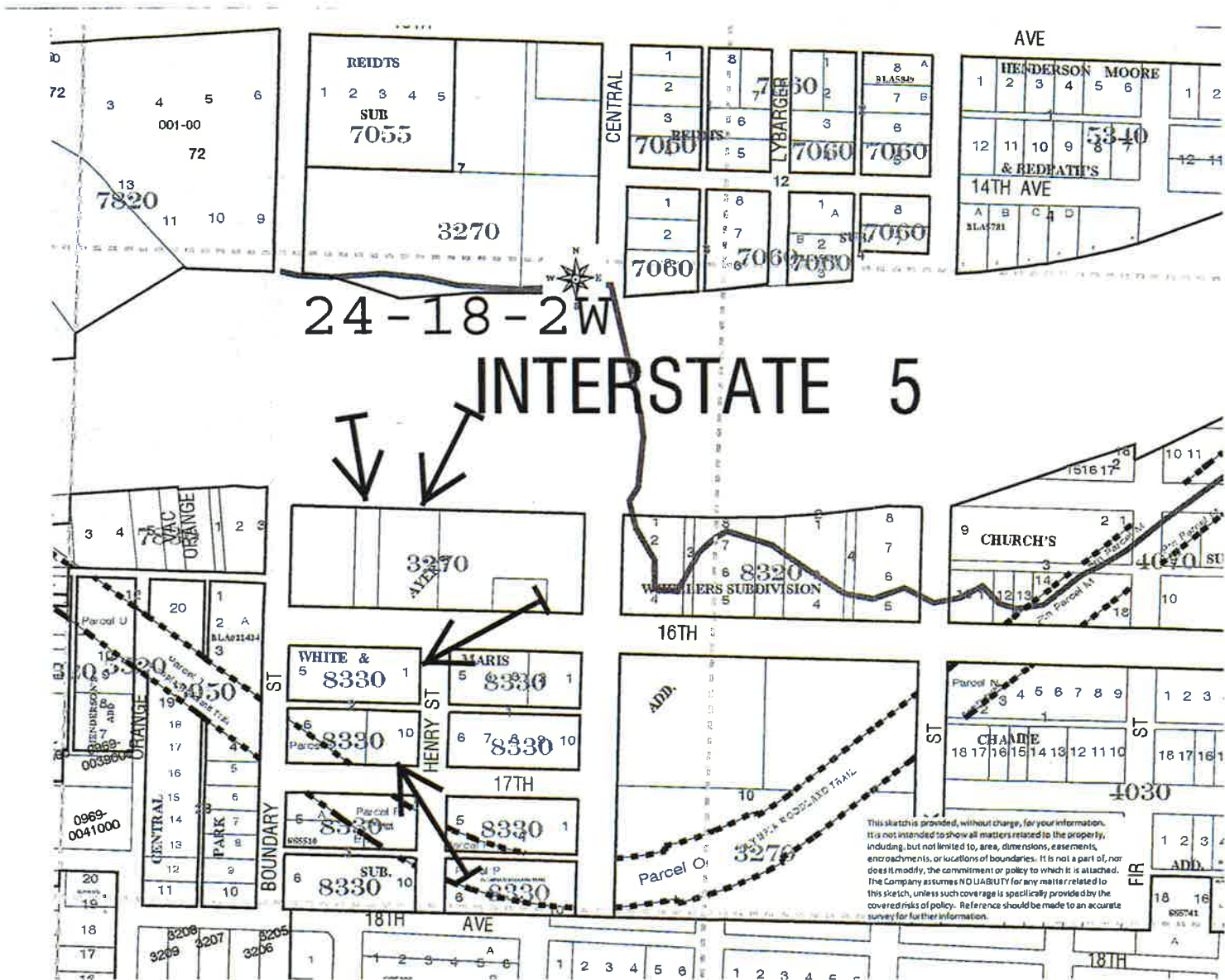


EXHIBIT "B"
GENERAL VICINITY SKETCH

EXHIBIT "C"
DOCUMENTS AND REPORTS

1. Copies of all of leases or other occupancy agreements relating to the Property, if any, with originals to be delivered at Closing.
2. Copies of all licenses, permits and approvals, if any, issued by governmental authorities for the use and occupancy of the Property or any facility located thereon.
3. Any other information about the Property reasonably requested by Buyer if in the possession or control of Seller.
4. Any service contracts or other similar agreements related to the Property.
5. Reports of environmental conditions related to the Property, if any.
6. Surveys, if any.
7. Soils reports, if any.

EXHIBIT "D"
FORM OF STATUTORY WARRANTY DEED

AFTER RECORDING MAIL TO:

City of Olympia
Attn: Legal Department
P.O. Box 1967
Olympia WA 98507-1967

Document Title:	Statutory Warranty Deed
Grantor:	Claude R. Nickerson, as his separate estate
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	PTN BLK 8 AYERS ADD & PTN LOTS 1-5 & 9 & 10 BLK 2 OF WHITE AND MARIS' SUBDIVISION
Assessor's Tax Parcel Numbers:	32700800002; 32700800004; 83300200101

The Grantor, **CLAUDE R. NICKERSON**, as his separate estate, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and warrants to the Grantee, **CITY OF OLYMPIA**, a Washington municipal corporation, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

PARCEL A:

The East 170 feet of the Southwest Quarter of Block 8 of Ayers Addition to the City of Olympia, recorded in Volume 2 of Plats, Page 67A, less the North 20 feet thereof conveyed to the City of Olympia for a street and less right-of-way conveyed to the State for frontage street.

PARCEL B:

Lots 1 through 5 and 9 and 10 in Block 2 of White and Maris' Subdivision of Block 9 of Ayers Addition to the City of Olympia; as recorded in Volume 4 of Plats, Page 12; less right-of-way of the Northern Pacific Railway Company.

Situated in Thurston County, Washington.

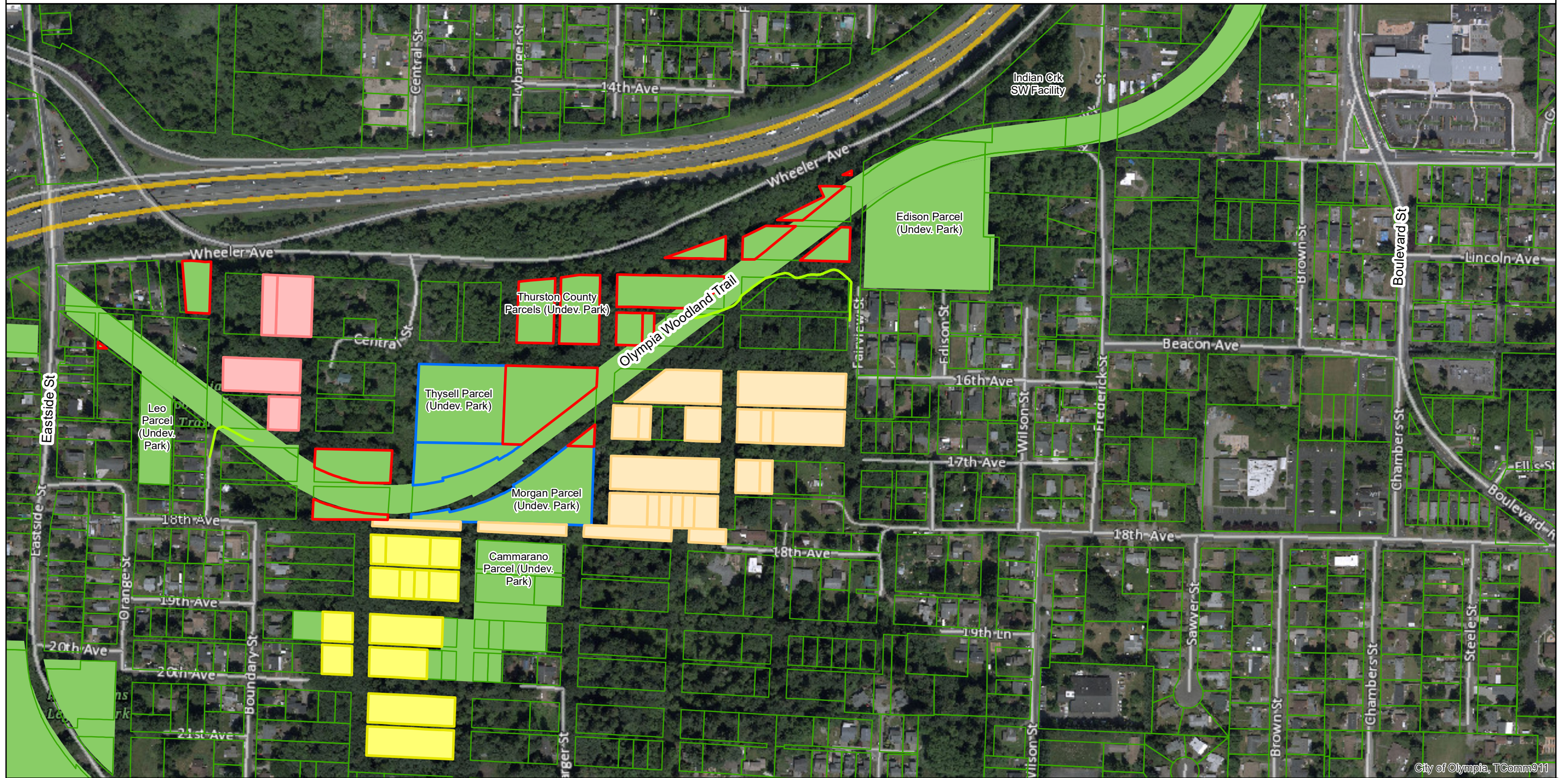
Subject to the matters set forth on Exhibit A attached hereto. [Permitted Exceptions to be attached]

Exhibit A
Permitted Exceptions

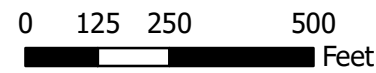


Olympia Woodland Trail

Acquisition Projects



City of Olympia, TComm911



- Parks Land
- Berschauer Parcels
- Thurston County Parcels
- Herbrand Parcels
- Morgan and Thysell Parcel Donations
- Nickerson Parcels
- Neighborhood Connections

Map created 7/25/2017
 For more information, please contact:
 Laura Keehan, Parks, Arts and Recreation
 lkeehan@ci.olympia.wa.us
 (360) 570-5855

This map is intended for 11x17" landscape printing.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of the Proposed Agenda Items, Location, and Facilitator for the Mid-Year City Council Retreat on June 9, 2018

Agenda Date: 5/22/2018
Agenda Item Number: 4.P
File Number: 18-0526

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of the Proposed Agenda Items, Location, and Facilitator for the Mid-Year City Council Retreat on June 9, 2018

Recommended Action

Committee Recommendation:

The General Government Committee met on April 26 and recommended the following agenda items and location for the City Council Mid-Year Retreat.

City Manager Recommendation:

Move to approve the upcoming mid-year retreat including the location, agenda and facilitator as recommended by the General Government Committee.

Report

Issue:

Whether to approve the recommendations for the agenda, location and facilitator for the mid-year retreat.

Staff Contact:

Steve Hall, City Manager, 360.753.8447
Jay Burney, Assistant City Manager, 360.753.8740

Presenter(s):

Steve Hall, City Manager

Background and Analysis:

The Council holds a mid-year retreat to review its progress and/or focus on other items of interest. At its January 2018 retreat, Council set Saturday, June 9, as the date for the mid-year retreat. In previous years, Council has held the retreat in the LOTT Boardroom; however, the site is unavailable for the meeting. Staff explored several other locations around the City for the retreat. The recommendation original recommendations from the General Government Committee was to use the Mixx 96 conference room in Downtown Olympia, however after the large turnout at the Homelessness forum as SPSCC on May 8, the Chair of the General Government Committee and

City Manager spoke, and concurred to recommend using the City Council Chambers instead. Based on indications from Council at the January retreat, Nancy Campbell is recommended to facilitate.

The mid-year retreat is normally four to five hours, usually Saturday morning; the General Government Committee recommends 9am-2pm.

The Committee did not want an overly packed agenda and wanted to focus on strengthening Council relations, check in on meeting process, follow up on 2018 Priorities discussed at the January retreat, an update on the recent Community Conversation public engagement work and tour select Downtown sites. See the attached proposed retreat agenda.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the time, date, facilitator and agenda for the mid-year retreat.
2. Make changes to the time, date, facilitator and/or agenda.
3. Do not approve the time, date, facilitator and agenda for the mid-year retreat

Financial Impact:

Cost for the facilitator is estimated between \$3,000 - 4,000.

Attachments:

Draft Retreat Agenda



Proposed Agenda

**Draft Olympia City Council Mid-Year Retreat
June 9, 2018
City Council Chambers**

Facilitator: Nancy Campbell

- Group Process Working Relationships
- Check in on Meeting Process (what's working, what's not)
- Community Conversation Update
 - Briefing on Process and Overview of Outcomes from February Community Conversation on the Budget (10 minutes)
- Follow-up on 2018 Priority Discussion from January Retreat
- Downtown Walking Tour
 - Suggestions: Community Care Center, Salvation Army, Ice Cream Shop



City Council

Approval of an Ordinance Amending 2016 Parks General Obligation Bond Anticipation Note

Agenda Date: 5/22/2018
Agenda Item Number: 4.N
File Number: 18-0255

Type: ordinance **Version:** 1 **Status:** 2d Reading-Consent

Title

Approval of an Ordinance Amending 2016 Parks General Obligation Bond Anticipation Note

Recommended Action

Committee Recommendation:

Move to approve the Ordinance Amending the 2016 Parks General Obligation Bond Anticipation Note (BAN) on first reading and forward to second reading.

City Manager Recommendation:

Move to approve the Finance Committee Recommendation.

Report

Issue:

Whether the City should amend Ordinance No. 7012 for the 2016 Parks General Obligation Bond Anticipation Note (BAN) to expand the authorized use of grant proceeds. The current ordinance limits use of the BAN for park acquisition only.

Staff Contact:

Paul Simmons, Director, Parks, Arts and Recreation Department, 360.753.8462

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Background and analysis has not changed from first to second reading.

In 2016, the City Council authorized a \$10 million Parks Bond Anticipation Note (BAN) to purchase property for parks. The BAN is short term financing that is usually paid off with a longer-term bond. These funds, by ordinance are to be used for parks land purchases.

Since 2016, the City has used approximately \$8.8 million of BAN funds to purchase property for parks including LBA Woods, Kaiser Woods, and West Bay Woods. Subsequently, the Washington Recreation and Conservation Office awarded parks \$1.7 million in grant funding to reimburse a

portion of those purchases.

The Olympia Parks, Arts and Recreation Department would like to use the grant reimbursement to help fund several important park development projects that have current funding needs including the Percival Landing Bulkhead, the Woodruff Park sprayground, Grass Lake Nature Park trail, and community park development. In order for the grant reimbursement funds to be used for these development projects, Ordinance No. 7012 which authorized the 2016 Parks General Obligation Bond Anticipation Note (BAN) will have to be amended to allow reimbursed BAN funds to be used for park development projects. Note that all remaining BAN funds, Voted Utility Tax funds, and Non-Voted utility tax funds will continue to be used exclusively for park acquisition.

Neighborhood/Community Interests (if known):

N/A

Options:

- 1) Move to approve the Ordinance Amending the 2016 Parks General Obligation Bond Anticipation Note (BAN) on first reading and forward to second reading.
- 2) Do not move to approve the Ordinance Amending the 2016 Parks General Obligation Bond Anticipation Note (BAN) on first reading and forward to second reading. This may result in delays to planned park development projects.
- 3) Provide guidance to staff on another course of action.

Financial Impact:

Provides \$1.7 million of BAN funding for parks improvements and development.

Attachments:

Ordinance
Ordinance No. 7012

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING ORDINANCE 7012 AND EXPANDING THE USE OF PROCEEDS FROM THE CITY'S LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2016.

WHEREAS, the City Council adopted Ordinance No. 7012 on May 10, 2016, authorizing a line of credit in the principal amount not to exceed ten million dollars (\$10,000,000) and a Limited Tax General Obligation Bond Anticipation Note, 2016 (the Note) to evidence such line of credit; and

WHEREAS, the Note will be repaid with voted utility taxes, other available money in the General Fund, and long-term bond proceeds; and

WHEREAS, the City expects to receive State grants to pay for acquisition of some property for park purposes; and

WHEREAS, because of the State grants, it is in the interest of the City to expand the purposes for use of the Note proceeds to include development of and improvements to City parks;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Authorization. The City Council authorizes the Note to be drawn on to finance the development of and improvements to City parks, in addition to the acquisition of property for park purposes as authorized by Ordinance No. 7012.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

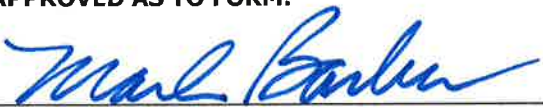
Section 5. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

CERTIFICATION

I, the undersigned, City Clerk-Treasurer of the City of Olympia, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 7012 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on May 10, 2016, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is May 12, 2016.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: May 11, 2016.

CITY OF OLYMPIA, WASHINGTON



City Clerk-Treasurer

CITY OF OLYMPIA, WASHINGTON

ORDINANCE NO. 7012

AN ORDINANCE of the City of Olympia, Washington authorizing the issuance of limited tax general obligation bonds of the City to provide funds to pay a part of the cost of purchasing property for parks; authorizing the issuance of a bond anticipation note pending the issuance of those bonds in the aggregate principal amount of not to exceed \$10,000,000; fixing the terms and covenants of the note; and approving the sale and providing for the delivery of the note to Cashmere Valley Bank.

Passed May 10, 2016

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

TABLE OF CONTENTS

	<u>Page</u>
Section 1. Debt Capacity.....	1
Section 2. Authorization of Bonds.....	1
Section 3. Description of the Note.....	1
Section 4. Registration and Transfer of the Note.....	2
Section 5. Prepayment	3
Section 6. Pledge of Taxes.....	3
Section 7. Form and Execution of the Note.....	3
Section 8. Tax Covenants	4
Section 9. Note Fund; Disposition of Note Proceeds	4
Section 10. Sale of the Note.....	5
Section 11. Reporting Requirements	5
Section 12. Governing Law	5
Section 13. General Authorization and Ratification.....	5
Section 14. Severability	5
Section 15. Effective Date of Ordinance	6

CITY OF OLYMPIA, WASHINGTON

ORDINANCE NO. 7012

AN ORDINANCE of the City of Olympia, Washington authorizing the issuance of limited tax general obligation bonds of the City to provide funds to pay a part of the cost of purchasing property for parks; authorizing the issuance of a bond anticipation note pending the issuance of those bonds in the aggregate principal amount of not to exceed \$10,000,000; fixing the terms and covenants of the note; and approving the sale and providing for the delivery of the note to Cashmere Valley Bank.

WHEREAS, the City of Olympia, Washington (the "City"), is in need of property for park purposes (the "Project"); and

WHEREAS, the City Council deems it to be in the best interests of the City to borrow money by the issuance of limited tax general obligation bonds and, pending the issuance of those bonds, issue short term obligations in accordance with the provisions of chapter 39.50 RCW for the purpose of providing a part of the funds to pay the costs of the Project; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, ORDAINS as follows:

Section 1. Debt Capacity. The assessed valuation of the taxable property of the City as ascertained by the last preceding assessment for City purposes for the calendar year 2016 is \$5,785,389,448, and the City has outstanding general indebtedness evidenced by limited tax general obligation bonds, loans and leases in the principal amount of \$53,352,970 incurred within the limit of up to 1 1/2% of the value of the taxable property within the City permitted for general municipal purposes without a vote of the qualified voters therein, and unlimited tax general obligation bonds in the principal amount of \$12,535,000 incurred within the limit of up to 2 1/2% of the value of the taxable property within the City for capital purposes only, issued pursuant to a vote of the qualified voters of the City. The maximum amount of indebtedness for which bonds are authorized herein to be issued is \$10,000,000.

Section 2. Authorization of Bonds. The City shall borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing that indebtedness in the amount of \$10,000,000 or such other lesser amount necessary (the "Bonds") to provide the funds to pay all or a portion of the cost of the Project and to pay the costs of issuance and sale of the Bonds. The general indebtedness to be incurred shall be within the limit of up to 1 1/2% of the value of the taxable property within the City permitted for general municipal purposes without a vote of the qualified voters therein.

Section 3. Description of the Note. For the purpose of providing all or part of the money required to finance the cost of the Project, and pay interest on and costs of issuing the Note pending the issuance of the Bonds, the City shall issue its Limited Tax General Obligation

Bond Anticipation Note, 2016, in the principal amount of not to exceed \$10,000,000 (the "Note"). The Note shall be in fully registered form, shall be numbered R-1, shall be dated the date of its delivery to Cashmere Valley Bank (the "Bank"), and shall mature on June 1, 2019 (the "Maturity Date").

The Bank has offered to purchase the Note under the terms of its term sheet dated May 10, 2016 attached as Exhibit A (the "Term Sheet"), and this ordinance. Amounts received from the Note shall bear interest on unpaid principal outstanding from time to time at the interest rate of 1.35%, or such amount as listed on the attached Term Sheet, calculated on the basis of a 365-day year and the actual number of days elapsed. Interest on the Note shall be due and payable semiannually on each June 1 and December 1, beginning on December 1, 2016. The outstanding principal balance of the Note shall be due and payable on the Maturity Date.

The outstanding principal balance of the Note on any particular day shall be the aggregate of all funds which the City has drawn from the date of the Note to that day, less the aggregate of all principal payments made by the City on or before that day.

A Request for Draw pursuant to the Note may be made by the Administrative Services Director or Fiscal Services Director (each a "Designated Representative") in writing to the Bank, at any time on or prior to the Maturity Date. Each Request for Draw must be in the minimum amount of \$25,000. A Request for Draw made prior to 11:00 a.m. and confirmed by the Bank will be funded on that business day. Each Request for Draw shall be delivered to the Bank, shall specify the dollar amount requested, the account number to which the drawing shall be deposited and the proposed date of the drawing, which date must be a business day. The aggregate of all such draws on the Note may not exceed \$10,000,000. Principal amounts of the Note that are prepaid may not be re-borrowed. The City hereby delegates to a Designated Representative authority to make a written Request for Draw pursuant to this ordinance. The Bank shall incur no liability to the City or to any other person in acting upon any written notice or other communication which the Bank believes in good faith to have been given by an official or other person authorized to borrow on behalf of the City, or otherwise acting in good faith in making advances pursuant to this ordinance.

The Note shall be an obligation only of the Note Fund and shall be payable and secured as provided herein. The Note shall not be deemed to constitute a pledge of the faith and credit or taxing power of the State of Washington.

Both principal of and interest on the Note shall be payable in lawful money of the United States of America. Upon the final payment of all principal and interest on the Note, the Note shall be surrendered to the Note Registrar for cancellation.

Section 4. Registration and Transfer of the Note. The Note shall be issued only in registered form as to both principal and interest and be recorded on books or records maintained by the Fiscal Services Director who is appointed to act as the note registrar (the "Note Register"). The Note Register shall contain the name and mailing address of the owner of the Note.

A Note surrendered to the Note Registrar may be exchanged for a new Note in the amount of not to exceed \$10,000,000. A Note may be transferred only if endorsed in the manner provided thereon and surrendered to the Note Registrar. Any exchange or transfer shall be without cost to the owner or transferee. The Note Registrar shall not be obligated to exchange or transfer a Note during the 15 days preceding the Maturity Date of the Note.

The Note may be assigned or transferred only in whole by the registered owner to a single investor that is a financial institution or a person who is reasonably believed to be a qualified institutional buyer or accredited investor within the meaning of the applicable federal securities laws.

Section 5. Prepayment. The City reserves the right to prepay principal of the Note in advance of the Maturity Date, in whole or in part, at any time, with no prepayment penalty. The City will notify the Bank at least 15 days in advance of its intent to prepay.

Section 6. Pledge of Taxes. The City irrevocably pledges to redeem the Note on or before its Maturity Date from the proceeds of a sufficient amount of the Bonds, from the proceeds of additional short term obligations or from other money of the City legally available for such purpose, and to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of the electors of the City on all of the taxable property within the City in an amount sufficient, together with the Bonds or other short term obligation proceeds and other money legally available and to be used therefor, to pay when due the principal of and interest on the Note and the Bonds, and the full faith, credit and resources of the City are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Section 7. Form and Execution of the Note.

(a) *Form of the Note; Signatures and Seal.* The Note shall be prepared in a form consistent with the provisions of this ordinance and Washington law. The Note shall be signed by the Mayor and the City Clerk-Treasurer, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on the Note ceases to be an officer of the City authorized to sign bonds before the Note bearing his or her manual or facsimile signature is authenticated by the Note Registrar, or issued or delivered by the City, the Note nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign notes. The Note also may be signed on behalf of the City by any person who, on the actual date of signing of the Note, is an officer of the City authorized to sign notes, although he or she did not hold the required office on its date of delivery of the Note.

(b) *Authentication.* Only the Note bearing a Certificate of Authentication in substantially the following form, manually signed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of Authentication. This Note is the fully registered City of Olympia, Washington, Limited Tax General Obligation Bond Anticipation Note, 2016." The authorized signing of a Certificate of

Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 8. Tax Covenants.

(a) *Tax Certificate.* The City hereby covenants that it will not make any use of the proceeds of sale of the Note or any other funds of the City which may be deemed to be proceeds of such Note pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable regulations thereunder which will cause the Note to be an "arbitrage bond" within the meaning of such section and such regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Note) and the applicable regulations thereunder through the term of the Note. The City further covenants that it will not take any action or permit any action to be taken that would cause the Note to constitute a "private activity bond" under Section 141 of the Code.

(b) *Post-Issuance Compliance.* The Administrative Services Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the issue date to prevent interest on the draws on the Note from being included in gross income for federal tax purposes.

(c) *Designation of the Note as a "Qualified Tax-Exempt Obligation."* The City has designated the Note as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code, and makes the following findings and determinations:

(i) the Note does not constitute a "private activity bond" within the meaning of Section 141 of the Code;

(ii) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Note is issued will not exceed \$10,000,000; and

(iii) the amount of tax-exempt obligations, including the Note, designated by the City as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Note is issued does not exceed \$10,000,000.

Section 9. Note Fund; Disposition of Note Proceeds. There is authorized to be created in the office of the Fiscal Services Director a special account designated as the "Limited Tax General Obligation Bond Anticipation Note Account, 2016" (the "Note Fund"). All Bond proceeds, installment loans and taxes collected for and allocated to the payment of the principal of and interest on the Note shall be deposited in the Note Fund. Both principal of and interest on the Note shall be payable solely out of the Note Fund.

The proceeds received from a draw on the Note shall be paid into the "Capital Improvement Fund," a fund designated by the Fiscal Services Director and used for the Project.

Until needed to pay the costs of the Project and costs of issuance of the Note, the City may invest Note proceeds temporarily in any legal investment.

Payment of interest on each interest payment date, and of principal at maturity or prepayments of principal, shall be paid by immediately available funds delivered on or before each interest payment date or the maturity or prepayment date to the registered owner at the address appearing on the Note Register on the last day of the month preceding the payment date. Upon the final payment of principal of and interest on the Note the registered owner shall surrender the Note at the principal office of the Note Registrar for destruction or cancellation in accordance with law.

Section 10. Sale of the Note. The sale of the Note to the Bank, under the terms and conditions of this ordinance, and the Term Sheet to purchase the Note is hereby approved and confirmed. The City Council authorizes the Term Sheet to be signed by the Administrative Services Director. The Bank will not charge a fee for this Note.

Section 11. Reporting Requirements. While the Note is outstanding, the City shall submit its annual financial reports and audit reports to the Bank along with such additional information as the Bank may reasonably request from time to time. Such information can be provided to the Bank through a link to the information on the City's website or through the Electronic Municipal Market Access ("EMMA") website of the Municipal Securities Rulemaking Board.

Section 12. Governing Law. The Note shall be governed and interpreted according to the laws of Washington. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Bank under federal law.

Section 13. General Authorization and Ratification. The Mayor, Administrative Services Director, Fiscal Services Director and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Note to the Bank thereof and for the proper application, use and investment of the proceeds of the Note. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 14. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 15. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Olympia, Washington, at a regular open public meeting thereof, this 10th day of May, 2016.



Mayor

ATTEST:



City Clerk-Treasurer

APPROVED AS TO FORM:



City Attorney

EXHIBIT A
TERM SHEET OF THE BANK



May 10, 2016

Dean Walz
Fiscal Services Director
Administrative Services Department
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

Dear Dean,

Thank you for the opportunity to provide this offer to purchase the City of Olympia Limited Tax General Obligation Bond Anticipation Note, 2016. Cashmere Valley Bank (the "Bank") is pleased to provide the following terms:

1. Borrower: City of Olympia, Thurston County, Washington (the "City").
2. Summary of Borrowing:

A Limited Tax General Obligation Bond Anticipation Note (the "Note") of the City. Draws will be used to purchase property for parks.
3. Amount:

Not to exceed \$10,000,000
4. Form:

Fully registered Note issued by the City and purchased by the Bank at private sale.
5. Purpose:

To provide funding for land acquisition.
6. Bond Terms:
 - a) Interest Rate:

May 10, 2016
City of Olympia
Metropolitan Park District
Page 2

Interest rate will be a bank-qualified tax-exempt fixed rate equal to 1.35%.
Accrual basis actual/365.

b) Term:

The Note shall mature June 1, 2019. Interest would be due semi-annually December 1, and June 1, beginning December 1, 2016. Principal would be due at maturity.

c) Draws:

Draws can be made on the Note on any business day in an amount greater than or equal to \$25,000. Draw proceeds will be wire transferred to the City. For same day funding, draw requests will need to be received by 11 AM.

d) Transferability

The Bank will hold the Note with no intent to sell or transfer. The Note may be transferred only in whole to a qualified investor.

7. Prepayment:

The Note may be prepaid at any time in whole or in part without penalty provided the registered owner of the Note receives 15-day notice.

8. Fees:

No fees. The City will be responsible for all other costs of issuance, including bond counsel costs. The Bank will not have any legal expenses.

9. Additional Terms:

The bond documents would be prepared by bond counsel to the City, will be in the standard forms customarily required by the Bank for municipal funding, and will include additional terms and conditions not discussed above. At the date of closing the bond, the financial condition and credit of the City and all other features of this transaction will be as represented to the Bank without material adverse change. In the event of adverse material changes in the credit worthiness of the City, including litigation or claims filed against the City, any commitment will terminate upon notice by the Bank. This commitment will be non-assignable by the City. The City will designate the Note as a "qualified tax-exempt obligation" under section 265(b) (3) of the IRS Code for investment by financial institutions.

10. Continuing Disclosure:

May 10, 2016
City of Olympia
Metropolitan Park District
Page 3

The City will also be required to make available to the Bank its annual financial report for as long as the Note is outstanding. The report may be made available via City web site, EMMA, or by direct transfer.

11. Acceptance:

This commitment is not binding unless the Bank receives a signed copy of this letter by May 20, 2016 at which time the commitment will expire without notice. If, after acceptance, the Note has not closed by June 15, 2016, this commitment will expire without notice.

12. Closing: Closing of the Note is anticipated on or about June 1, 2016.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Thank you for the opportunity to provide this offer to the City and its financing team.

Sincerely,

CASHMERE VALLEY BANK



Ron Olsen
Senior Vice President Municipal Finance Manager
Direct: 425-688-3935

Acknowledged and accepted this 10th day of May, 2016

CITY OF OLYMPIA

Signature: Jane Kirkemo

Printed Name: Jane Kirkemo

Title: Administrative Services Director

cc: Nancy Neraas, Foster Pepper PLLC



City Council

Approval of an Ordinance Appropriating 2017 Year End Funds

Agenda Date: 5/22/2018
Agenda Item Number: 4.O
File Number: 18-0453

Type: ordinance **Version:** 1 **Status:** 2d Reading-Consent

Title

Approval of an Ordinance Appropriating 2017 Year End Funds

Recommended Action

Committee Recommendation:

Not referred to Committee

City Manager Recommendation:

Move to pass the Ordinance on second reading.

Report

Issue:

Whether to approve an ordinance appropriating \$991,990 of 2017 year end funds.

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services, 360.753.8465

Presenter(s):

Dean Walz, Fiscal Services Director, Administrative Services

Background and Analysis:

Background and analysis has not changed from first to second reading.

On March 27, 2018 the City Council approved the Finance Committee's recommendations to allocate \$34,831 of 2017 year-end funds and directed staff to prepare an ordinance appropriating the funds.

In addition to the funding for biohazard remediation, the ordinance includes \$957,159 to meet Council's commitment to the Olympia Metropolitan Park District for Park's operating (\$12,159) and capital budgets (\$500,000). It also includes \$445,000 to fund the 2018 CFP for building repair and major maintenance.

Neighborhood/Community Interests (if known):

N/A

Options:

- 1) Move to pass the Ordinance on first reading and move to second reading.
- 2) Direct staff to make changes to the ordinance.
- 3) Do not approve the ordinance

Financial Impact:

Appropriates \$991,990 of General Fund, fund balance.

Attachments:

Ordinance

Year-End Fund Balance and Critical Needs Status

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2018 BUDGET, AND APPROPRIATING \$991,990 OF 2017 YEAR-END FUNDS

WHEREAS, after closing of the 2017 General Fund budget there was \$991,990 in reserve available to be appropriated; and

WHEREAS, the City Council has identified needs for those funds;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. That the following appropriations are hereby made:

GENERAL FUND

Resources:	Fund Balance	\$991,990
	TOTAL RESOURCES	\$991,990
Appropriations:	Parks Operations	\$12,159
	Bio Hazard Remediation	\$34,831
	Transfer to Capital Improvement Fund	
	Parks Acquisition	\$500,000
	Facilities Major Repairs	\$445,000
	TOTAL APPROPRIATIONS	\$991,990

CAPITAL IMPROVEMENT ACCOUNT

Resources:	Transfer in from General Fund	\$500,000
	TOTAL RESOURCES	\$500,000
Appropriations:	Parks Acquisition	\$500,000
	TOTAL APPROPRIATIONS	\$500,000

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

General Fund Year End

2017 Budget Status

Revenues (Under) Budget	\$	(27,879)	
Expenses Under Budget	\$	1,855,335	
Net Resource Gain	\$	1,827,456	
Policy Allocations			
Growth in 10% Reserve	\$	(342,895)	Base Revenue Growth
	\$	(280,000)	Levy Lid Lift (for Public Safety)
Used for 2018 Budget Balancing	\$	(212,571)	
	\$	991,990	
Commitments			
Due to Parks for 2018 operations	\$	(12,159)	Parks receives 11% of selected budgeted tax revenue
Due Parks by interlocal agreement	\$	(500,000)	2017 CFP did not allocated all 1% CFP utility tax to Parks
Funding of facilities major repairs (CFP)	\$	(445,000)	Included as part of funding of the 2018 CFP
Resources Available	\$	34,831	

Critical Needs	Unfunded		Funded in 2018 Budget		Total
	On-Going	One-Time	On-Going	One-Time	
Bio-Hazard Remediation		\$ 76,000		\$ 74,000	\$ 150,000
Homelessness Response Strategy		\$ 75,000			\$ 75,000
Hazard Tree Management	\$ 100,000				\$ 100,000
Case Management Software (Legal/Court)	\$ 30,000	\$ 90,000			\$ 120,000
Probation Software			\$ 20,000		\$ 20,000
Welcome Center	\$ 30,000				\$ 30,000
Council Policy Analyst			\$ 100,000		\$ 100,000
Climate Action Plan				\$ 80,000	\$ 80,000
Fire SCBA Gear				\$ 60,000	\$ 60,000
Winter Shelter				\$ 50,000	\$ 50,000
Election Pamphlet and Fact Sheet				\$ 10,000	\$ 10,000
Ambassador/Clean Team			\$ 109,859		\$ 109,859
Total	\$ 160,000	\$ 241,000	\$ 229,859	\$ 274,000	\$ 904,859



City Council

Draft 2018 CDBG Annual Action Plan and Public Process

Agenda Date: 5/22/2018
Agenda Item Number: 6.A
File Number: 18-0514

Type: decision **Version:** 1 **Status:** Other Business

Title

Draft 2018 CDBG Annual Action Plan and Public Process

Recommended Action

Committee Recommendation:

Move to accept the draft recommendations from General Government Committee; launch the 30-day Citizen Participation Process; and, schedule a June 12th Public Hearing for the CDBG Program Year (PY) 2018 (9/1/18 - 8/31/19).

City Manager Recommendation:

Move to accept the draft recommendations from General Government Committee; launch the 30-day Citizen Participation Process; and, schedule a June 12th Public Hearing for the CDBG Program Year (PY) 2018 (9/1/18 - 8/31/19).

Report

Issue:

Whether the City's Draft CDBG allocations for Program Year (PY) 2018 (9/1/18 - 8/31/19) is ready for public review in the Citizen Participation Process.

Staff Contact:

Anna Schlecht, Community Service Programs Manager, Community Planning and Development Department (360-753-8183)

Presenter(s):

Anna Schlecht, Community Service Programs Manager.

Background and Analysis:

The goal for tonight's meeting is to accept the General Government Committee recommendations or to develop new recommendations for the CDBG allocations and activities, and launch the Citizen Participation Process for the CDBG PY 2018 Annual Action Plan (9/1/18 - 8/31/19).

CDBG Program Purpose: The CDBG Program was created as a "bundled" federal program intended to aid the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and

moderate income. Regulations for the CDBG Program are contained in 24 CFR 570.

CDBG Public Process: The public process for the PY 2018 CDBG Annual Action Plan is presented in the attached chart, “*Olympia CDBG Program - Annual Cycle*”, and is summarized as follows:

April 25	General Government Committee recommendations
May 22	Council launch of the CDBG Citizen Participation Process
May 23 - June 23	30 Day CDBG Citizen Participation Process
June 12	Council’s Public Hearing - PY 2018 CDBG Annual Action Plan
June 26	Council review and approval of draft PY 2018 Annual Action Plan
July 13	Submission of PY 2018 Annual Action Plan to HUD

The coming PY 2018 will be the first year of the next Five-Year (2018 - 2022) CDBG Consolidated Plan, also referred to as the CDBG Five-Year Strategic Plan. Please note that the process above will run concurrent to the Citizen Participation Process for the CDBG Consolidated Plan as shown in the “CDBG Program Annual Cycle”.

Prior Discussions: This item was discussed at General Government Committee meetings held on April 26th, August 23th, October 6, 2017, November 17, 2017 and April 25, 2018.

Draft Recommendations for CDBG-funded Activities: The attached “*Draft PY2018 2018 Community Development Block Grant Allocations & Activities*” presents the recommendations developed by the General Government Committee. These activities are drawn from recommended CDBG Five-Year Consolidated Plan strategies.

Activity & Community Partner Selection: As identified on the attached chart, “DRAFT PY 2018 Community Development Block Grant Activities and Funding”, General Government Committee recommendations include several “**Direct-Select**” providers to indicate the intent of working with specific community partners. Their recommendations also included a “**Request for Proposal**” process for several activities, to allow the City to procure specific projects or programs through a competitive process to be administered by staff upon final approval.

Neighborhood/Community Interests:

All neighborhoods and community stakeholders have an interest in how federal CDBG funds are invested in community development programs and projects.

Options:

1. Accept the draft recommendations from General Government Committee; launch the 30-day Citizen Participation Process; and, schedule a June 12th Public Hearing for the CDBG Program Year (PY) 2018 (9/1/18 - 8/31/19).
2. Modify the draft recommendations from General Government Committee; launch the 30-day Citizen Participation Process; and, schedule a June 12th Public Hearing for the CDBG Program Year (PY) 2018 (9/1/18 - 8/31/19).
3. Delay the draft recommendations from General Government Committee and do not launch the

Citizen Participation Process for Program Year 2018 (9/1/18 - 8/31/19) or schedule a June 12th public hearing for the CDBG Program and risk non-compliance. Provide staff feedback on next steps.

Financial Impact:

The PY 2018 (September 1, 2018 - August 31, 2019) Annual Action Plan will guide the investment of an estimated **\$1,000,000**. This includes \$370,737 in new CDBG funds, \$129,263 in CDBG Program Income (Estimates have increased since 2017). This also includes the reallocation of approximately \$500,000 of unspent prior year funding.

Attachments:

DRAFT PY 2018 CDBG Allocations & Activities

Olympia CDBG Program Annual Cycle

DRAFT Citizen Summary - CDBG PY 2018 Annual Action Plan

DRAFT Full CDBG PY 2018 Annual Action Plan

Options for PY 2018 Community Development Block Grant Activities and Funding

2017 General Government Committee Recommendations for Program Year 2018 (September 1, 2018 – August 31, 2019)

Priority	Strategic Priority (From Draft CDBG Consolidated Plan)	CDBG-Eligible Activity	DRAFT Staff Recommended Specific Activities	5-Year Consolidated Plan Priority Level (2018 – 2022)	DRAFT PY 2018 Annual Action Allocations
1	Public Facilities	Community Center: Purchase / Tenant Improvements / 15 + Year Lease	New Day Center	HIGH PRIORITY	\$400,000
2	Housing Rehabilitation	Housing rehabilitation or conversion of existing building	Family Support Center's Westside Housing Project	HIGH PRIORITY	\$300,000*
3	Land Acquisition	Housing purchase (existing or new construction)	Land to support the Family Support Center Project	Priority	(Included in amount above)*
4	Economic Development	Micro-Enterprise Assistance (Small start-up businesses with fewer than 4 employees)	1)Enterprise for Equity Training Program	Priority	\$20,000
		Business Assistance & Training (Assistance for larger established small businesses with more than 4 employees)	3) Joint TEDC - Tune-up Training Program & ODA DO-BIS Training		\$30,000
5	Economic Development	Special Economic Development Activities	1)ODA - Downtown Safety Projects	Priority	\$50,000
6	Public Services	Social Services	Ambassador Program	Priority	\$55,000
		Social Services	Day Center Staffing	Priority	\$45,000**
7	General Administration	Planning & Administrative Activity: Minimum staff levels to run compliant program	N/A	Required	\$100,000
			TOTAL RECOMMENDED PY 2018	FUNDING ALLOCATIONS	\$1,000,000***

*A minimum of \$300,000 must be spent on Housing activities (purchase, rehabilitation or land acquisition)

**Day Center funding: \$22,360 – CDBG 15% Social Services Cap; \$22,640 from other prior year funds

***Total available funds include both \$500,000 in new monies and \$500,000 in un-spent prior year monies

OLYMPIA CDBG PROGRAM – ANNUAL CYCLE

PROGRAM YEAR ENDS

PROGRAM YEAR STARTS

SUBMIT ANNUAL ACTION PLAN 7/13/18

AUG 31

SEP 1

PREPARE ANNUAL REPORT (CAPER)

APPROVE ANNUAL ACTION PLAN 6/26/18

JUL

OCT

PY 2017 AMENDMENTS
(Folded into PY 2018 Process)

JOINT PUBLIC HEARING
*5-Year Consolidated Plan
PY 2018 Annual Action Plan
6/12/17

JUN

CITY OF OLYMPIA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

ANNUAL REPORT (CAPER)
PUBLIC HEARING

NOV

SUBMIT ANNUAL REPORT (CAPER)

LAUNCH PUBLIC PROCESS:
* 5-Year Consolidated Plan
* PY 2018 Annual Action Plan
MAY 22, 2018

MAY

ANNUAL MILESTONES

- COUNCIL ACTION
- PUBLIC PROCESS
- COMPLIANCE

DEC

CDBG PROGRAM PLANNING

- Review of 5-Year Plan Strategies
- Review Options for PY 2018 Annual Action Plan

APR

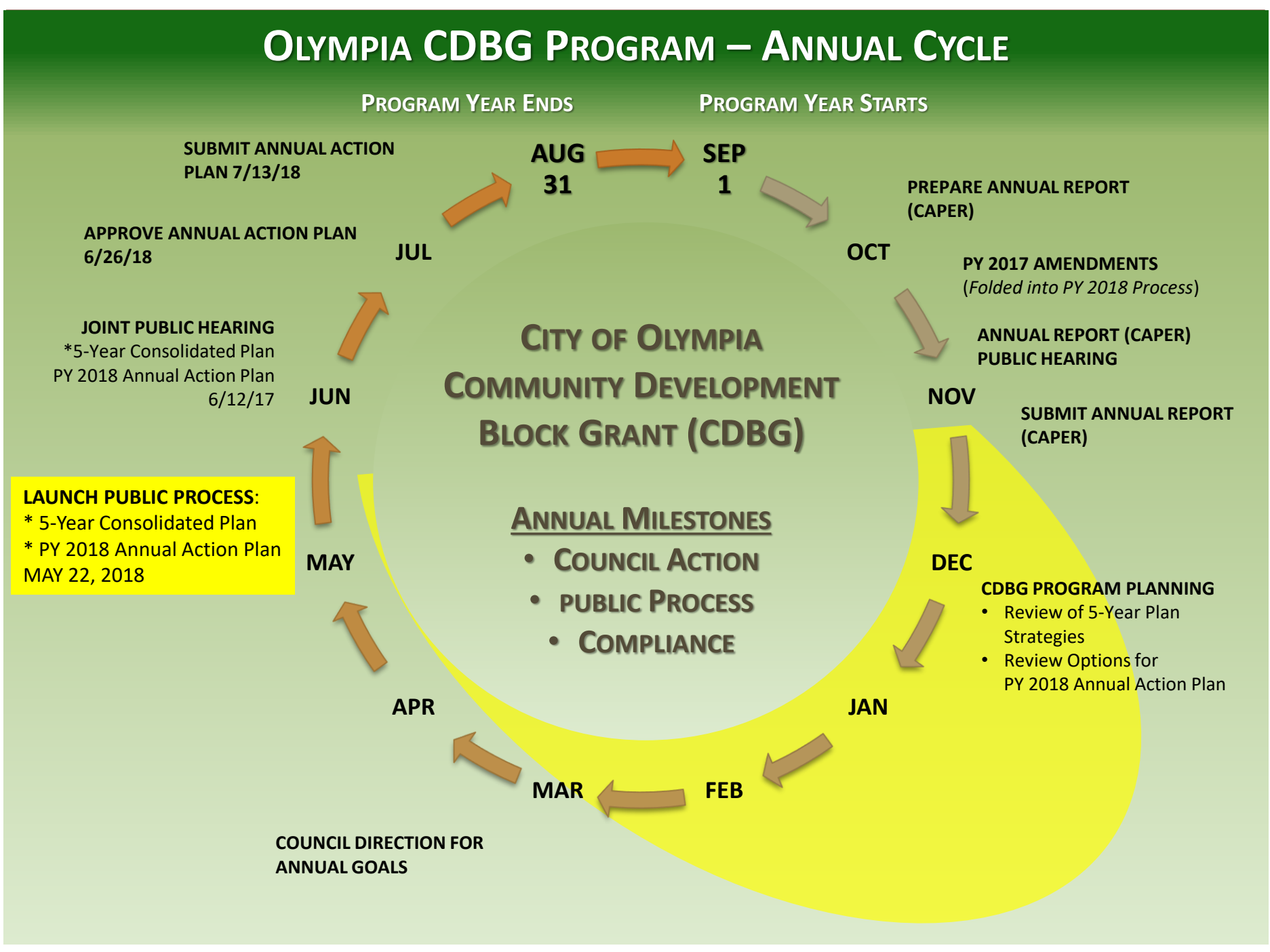
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FEB

COUNCIL DIRECTION FOR ANNUAL GOALS



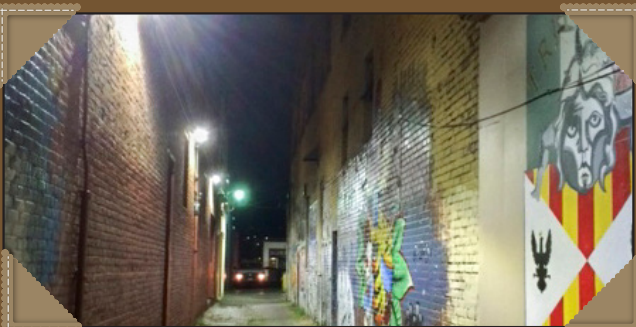


Community Development Block Grant Program

2018 Action Plan | Citizen Summary



olympiawa.gov/cdbg



Program Year 2018 Community Development Block Grant Annual Action Plan

OVERVIEW

The federal Community Development Block Grant (CDBG) Program, administered by the Department of Housing and Urban Development (HUD), is a flexible program intended to develop viable urban communities by providing: 1) decent housing; 2) a suitable living environment; and 3) expanding economic opportunities, principally for low- and moderate-income people.

STRATEGIC GOALS

The City of Olympia identified two strategic goals for this program year: **#1- Public Facilities (Day Center); and #2 - Housing Activities** and; however, the City will continue to work on **Economic Development** as well. Following is a four-page “Citizen Summary” with key information from the **Olympia Community Development Block Grant Program Year (PY) 2018 Annual Action Plan**, which runs from September 1, 2018 through August 31, 2019.

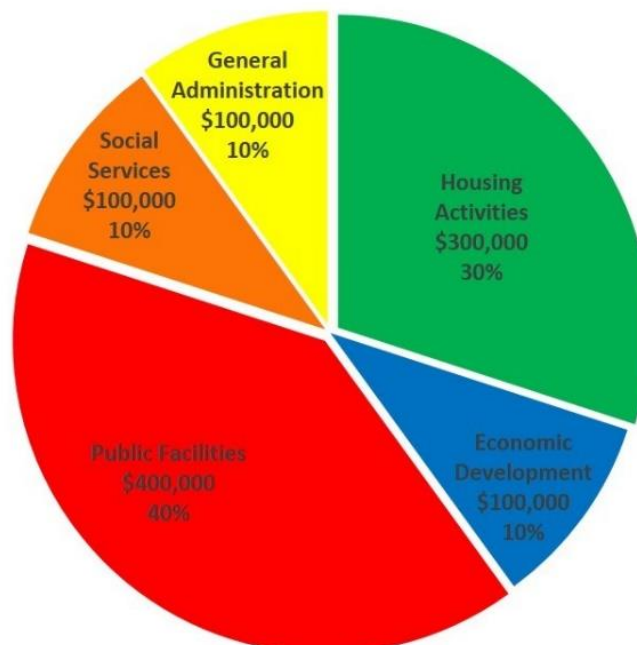
PROPOSED CDBG-FUNDED ACTIVITIES

The following activities will receive funding during the PY 2018 Program Year:

\$400,000	Public Facilities – Day Center
\$300,000	Housing Activities
\$50,000	Micro-Enterprise Assistance/Business Training and Technical Assistance
\$50,000	Crime Prevention Through Environmental Design (CPTED)
\$55,000	Downtown Ambassador Program
\$45,000	Day Center Staffing
<u>\$100,000</u>	<u>Program Administration - Required</u>
\$1,000,000	TOTAL PROPOSED PY 2018 CDBG FUNDING

** Includes estimated 10% “Activity Delivery Costs” (ADC) necessary for managing these programs*

Proposed PY 2018 Strategic Goals by Percentage



PUBLIC COMMENT

The public comment period runs from May 23 - June 23, 2018, offering the following options:

- **Written comments** in care of the Olympia City Council, 601 4th Ave E, Olympia, WA 98501
- **Emails** via cdbg@ci.olympia.wa.us,
- **Phone calls** to the City Council at 360-753-8244
- **Public hearing** – 7:00 p.m., Tuesday, June 12 at Olympia City Hall.

ANTICIPATED RESOURCES

The City anticipates the following financial resources:

\$370,737	New CDBG entitlement funds will be allocated to Olympia for PY 2018
\$129,263	Anticipated Program Income (<i>Reduced from prior estimates</i>)
\$500,000	Unspent Prior Year
\$1,000,000	Total anticipated resources for the PY 2018 CDBG Program

OTHER RESOURCES

In calendar year 2018, the City of Olympia also allocated \$91,810 from the general fund to address emergency shelter, transitional housing, daycare, homeless outreach, and other anti-poverty programs through the Community Investment Program (CIP) in partnership with the cities of Lacey and Tumwater and Thurston County.

Federal Regulatory Caps on CDBG Expenditures

The federal CDBG Program operates with a number of regulatory caps intended to balance the use of funds. Following are the key regulatory caps affecting the Olympia CDBG Program:

Social Services Cap: Federal CDBG regulations require a 15% cap on social services spending, calculated by adding the prior program year's actual program income received to the current program year's grant award. For PY 2018 the following calculation summarizes social services spending:

\$515,737	Total CDBG funds for Social Service cap calculation
	<i>Potential 15% maximum available for social service allocations = \$77,360</i>
\$77,360	15% Proposed Social Services Allocations
\$22,640	Prior year funds
\$100,000	\$55,000 - Downtown Ambassador Program, \$20,000 – Day Center Staffing

Administration Costs Cap: CDBG regulations provide for up to 20% general administrative costs. Following is a breakdown of these recommended categories of expenditures:

\$ 900,000	CDBG Activities (<i>identified above</i>)
\$ 100,000	General Administration – 19% of total funds (<i>regulatory cap = 20%</i>)
\$ 0	Direct Service Delivery Expenses (<i>included in allocated activities</i>)
\$1,000,000	Total PY 2018 Projected Expenditures

Geographic Distribution

The City of Olympia will direct 100% of CDBG funds to projects and programs benefiting those with low- to moderate-incomes (LMI). All projects benefiting geographical areas will be located in designated low- to moderate-income areas.

70% Benefit to Low and Moderate Income People: CDBG is intended to primarily benefit low- and moderate-income people, defined as people with incomes less than 80% of Thurston County’s median family income. This includes people who are presumed eligible because they are severely disabled, homeless, along with others. This 70% benefit ratio is determined over the City’s three-year certification period.

BENEFICIARIES

Federal regulations require that CDBG funds primarily benefit low- and moderate-income (LMI) people, with 70% of the funds assisting LMI people and households. The following chart presents those that this year’s funding will benefit:

Recipient	Project	Outcomes	Goal(s) Met	Objectives Met	Proposed Allocation
TBD	Community Center	New Day Center. Purchase/Tenant Improvements/15+ Year Lease.	Public Facilities	LMC - Low/mod Limited Clientele Benefit	\$400,000
TBD	Housing Rehabilitation/Land Acquisition	Housing rehabilitation or conversion of an existing building, purchase land to support housing efforts.	Housing	LMH - Low/Mod Housing Benefit	\$300,000
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Olympia City Council

Cheryl Selby, Mayor • Jessica Bateman • Jim Cooper • Clark Gilman • Nathaniel Jones • Lisa Parshley • Renata Rollins

City of Olympia Staff | Community Planning & Development Department

Director, Keith Stahley • Deputy Director, Leonard Bauer • Business Manager, Karen Kenneson • Housing Program Manager, Anna Schlecht
Housing Program Assistant, Tiffany Cox

To Request a Copy

To request a copy of this publication in an alternative format, please contact Tiffany Cox at 360.753.8062, tcx@ci.olympia.wa.us.

Last Updated 5.10.2018

Public Comments can be submitted via email: cdbg@ci.olympia.wa.us

olympiawa.gov/cdbg



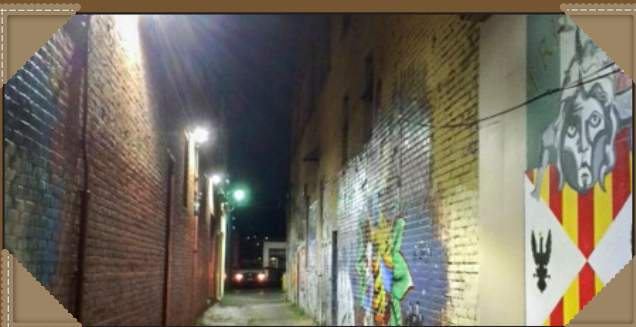


Community Development Block Grant Program

2018 Action Plan | Citizen Summary



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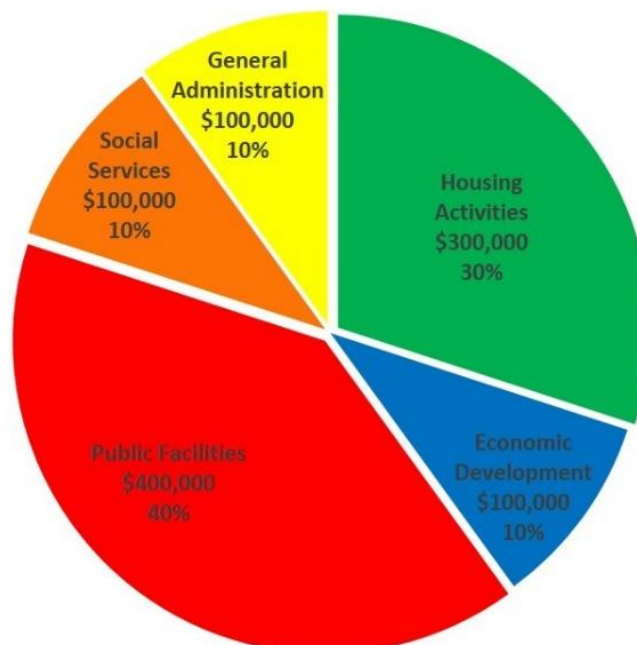
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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Proposed PY 2018 CDBG Projects and Fund Allocation

2018 Priority Strategies: Housing Activities and Economic Development

The City's CDBG Program Annual Action Plan features a range of activities, each intended to promote housing and economic development - the primary City of Olympia strategies identified in the Consolidated Plan. The specific PY 2018 proposed projects are identified as follows:

1. **Housing Activities**
\$300,000
Fund housing rehabilitation, conversion of existing buildings, or land acquisition.
2. **Economic Development**
\$20,000 Micro-Enterprise Assistance
Provide assistance to small start-up businesses with fewer than four employees.
\$30,000 Business Training and Technical Assistance
Provide assistance for larger, established small businesses with more than four employees.
\$50,000 Crime Prevention Through Environmental Design
Various Downtown safety projects.
3. **Public Facilities**
\$400,000 Day Center
Funding assistance for a Day Center.
4. **Social Services**
\$55,000 Downtown Ambassador Program
Street outreach, referrals, and other assistance to homeless street-dependent and mentally ill individuals in the Downtown core.
\$45,000 Day Center Staffing
Funding to assist staffing of a Day Center.
5. **Planning and Administrative Costs**
\$100,000
Staffing costs to administer a compliant CDBG program.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The following chart places each of the PY 2018 proposed projects within the framework of the CDBG Five-Year Consolidated Plan:

Recipient	Project	Outcomes	Goal(s) Met	Objectives Met	Proposed Allocation
TBD	Community Center	New Day Center. Purchase/Tenant Improvements/15+ Year Lease.	Public Facilities	LMC - Low/mod Limited Clientele Benefit	\$400,000
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City of Olympia	General Administration	Planning and administrative activity required to run a compliant program.	N/A	N/A	\$100,000

PY2018 Proposed Projects

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In PY 2017 (September 1, 2017 - August 31, 2018) the Olympia CDBG Program allocated a total of \$484,441 for housing and community development activities. The following projects were funded:

- Planning and Administrative Costs \$90,000
- Section 108 Debt Service \$65,000
- Business Training "Tune-Up" \$25,000
- Business Training and Technical Assistance \$35,000
- Crime Prevention through Environmental Design \$75,000
- Interfaith Works Day Center \$100,000
- Downtown Ambassador Program \$55,000
- *Housing Rehabilitation \$39,411

*Housing rehabilitation sub-total indexed to actual program in come receipts.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Participation from citizens, agencies, advocacy groups, nonprofit organizations, faith communities, businesses, and others concerned with housing, homelessness and community development in the City of Olympia were encouraged throughout the CDBG planning process. Highlights of PY 2018 Annual Action Plan development process include:

- Council public discussions of PY 2018 CDBG Program Annual Action Strategies and review of recommendations for funding during Council meetings held between November 2017 and June 2018.
- Council General Government Committee's discussions on CDBG strategies and specific activities to be recommended for funding in its April and May 2018 meetings.
- Community discussion with service providers and other stakeholders at the April meeting of the Housing Action Team and the Homeless Housing Hub of Thurston Thrives.
- Council review of existing data on affordable housing, homelessness and the needs assessments for other services.
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- City Council public hearing on the proposed CDBG Annual Action Plan on June 12, 2018.
- Final Council approval of the draft CDBG Annual Action Plan on June 26, 2018.
- Submission of CDBG PY 2018 Annual Action Plan to HUD on or before July 14, 2018.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The City will receive public comments on the proposed PY 2018 Annual Action Plan from citizens during the 30-day public comment period running from May 23, 2018 to June 23, 2018. There will be a public hearing held on June 12, 2108.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments will be accepted and included in the PY 2018 Annual Action Plan.

7. Summary

Comments will be summarized following the close of the Citizen Participation process.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Olympia	
CDBG Administrator	Olympia	Community Planning & Development
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Keith Stahley

Community Planning and Development Director
 PO Box 1967
 Olympia, WA 98507-1967
 kstahley@ci.olympia.wa.us
 360.753.8227

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City participates in several regional coordination bodies including Thurston County regional Continuum of Care, Thurston Thrives Housing Action Team and the Homeless Housing Hub.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Below is the chart of all agencies, groups and organizations that have participated in the City's Citizen Participation process.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Thurston County Thurston Thrives Council
	Agency/Group/Organization Type	Other government - County Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing meetings on topics listed above with the intent of incorporating key goals and strategies.
2	Agency/Group/Organization	Thurston County Thurston Thrives Housing Team
	Agency/Group/Organization Type	Other government - County Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing meetings on topics listed above with the intent of incorporating key goals and strategies.

3	Agency/Group/Organization	Thurston County Homeless Coordinator currently vacant
	Agency/Group/Organization Type	Other government - County Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing meetings on topics listed above with the intent of incorporating key goals and strategies.
4	Agency/Group/Organization	Thurston County Homeless Housing Hub, sub-committee of the Housing Team
	Agency/Group/Organization Type	Regional organization Planning organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing meetings on topics listed above with the intent of incorporating key goals and strategies.

5	Agency/Group/Organization	Thurston County Chamber of Commerce
	Agency/Group/Organization Type	Planning organization Business Leaders
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing meetings on the topics listed above with the intent of incorporating key goals and strategies.
6	Agency/Group/Organization	Economic Development Council of Thurston County
	Agency/Group/Organization Type	Regional organization Planning organization Business Leaders
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing meetings on topics listed above with the intent of incorporating key goals and strategies.
7	Agency/Group/Organization	Olympia Downtown Alliance
	Agency/Group/Organization Type	Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing meetings on topics listed above with the intent of incorporating key goals and strategies.
8	Agency/Group/Organization	National Development Council
	Agency/Group/Organization Type	Non-profit Consultant
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ongoing meetings on topics listed above with the intent of incorporating key goals and strategies.

Identify any Agency Types not consulted and provide rationale for not consulting

The City works with all stakeholders and relevant service providers, policy makers and advocacy groups and individuals concerned with homelessness and housing.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		
Consolidated Plan	Thurston County and City of Olympia	The Consolidated Plan serves as the five-year strategic plan to guide the HOME and CDBG programs.
Olympia Comprehensive Plan	City of Olympia	Limited overlap with the housing and social service elements.
Thurston County Homeless Plan	Thurston County - Thurston Thrives Council	Overlap in efforts to provide shelter, housing and related services for the region's homeless populations.
Thurston County HOME & CDBG Annual Action Plan	Thurston County - Thurston Thrives Council	Overlap in planning process that addresses regional needs.
Thurston Thrives Plan	County Public Health & Social Services	Overlaps in efforts to address economic, homeless, mental health, and other social service needs.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Participation from citizens, agencies, advocacy groups, nonprofit organizations, faith communities, businesses, and others concerned with housing, homelessness and community development in the City of Olympia were encouraged throughout the CDBG planning process. Highlights of PY 2018 Annual Action Plan development process include:

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Olympia City Council Meetings	--Minorities --Persons with disabilities --Non-targeted/broad community --Residents of Public and Assisted Housing	General audience of Council meetings, with stakeholders in attendance and an unknown number of television viewers.			
2	Thurston Thrives Public Meetings	--Minorities --Persons with disabilities --Non-targeted/broad community --Residents of Public and Assisted Housing	Representatives of all County jurisdictions, service providers, other stakeholders in issues of homelessness and low-income housing.			
3	Thurston Thrives - Housing Team Public Meetings	--Minorities --Persons with disabilities --Non-targeted/broad community --Residents of Public and Assisted Housing	Representatives of jurisdictions, public officials, service providers, other stakeholders in issues of low-income housing and social service.			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Homeless Housing Hub Sub-Committee Public Meetings	--Minorities --Persons with disabilities --Non-targeted/broad community --Residents of Public and Assisted Housing	Representatives of jurisdictions, public officials, service providers, other stakeholders in issues of low-income housing and social service.			
5	Internet Outreach	--Minorities --Persons with disabilities --Non-targeted/broad community --Residents of Public and Assisted Housing	General public.			
6	Olympia Public Library	--Minorities --Persons with disabilities --Non-targeted/broad community --Residents of Public and Assisted Housing	General public.			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
7	The Olympian - Newspaper	--Minorities --Persons with disabilities --Non-targeted/broad community --Residents of Public and Assisted Housing	General public.			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$370,737	\$129,263	\$500,000	\$1,000,000	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City's CDBG funds will also be used to leverage the following estimated amounts:

- \$90,000 City General Funds for the Community Investment Partnership (CIP) social service funds.
- \$2,300,000 City Home Fund, sales tax funded housing monies.
- \$1,300,000 City's Section 108 Loan Guarantee funds (interest-bearing loan funds subject to CDBG regulations).

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has no current plans to utilize City owned properties in conjunction with CDBG funded projects.

Discussion

Projects

AP-35 Projects – 91.220(d)

Introduction

The City's PY 2018 Annual Action Plan re-configures our strategic focus on housing rehabilitation and economic development goals. However, the City will also continue to pursue public service goals.

Projects

#	Project Name
1	Day Center
2	Housing Activities
3	Micro Enterprise Assistance
4	Business Training & Technical Assistance
5	Downtown Safety Projects CPTED
6	Downtown Ambassador Program
7	Day Center Staffing
8	Planning and Administrative Costs

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City's number one priority is homeless resources and assistance, followed by affordable housing. The recent January 2018 Point in Time (PIT) Homeless Census revealed a 56% or 301 person increase in homeless individuals and families since 2017. Additional homeless survey activity showed that the vast majority are seeking refuge in the urban hub of Olympia. Unsheltered homelessness in the urban hub was identified via several surveys by business and building owners as the number one problem in Olympia.

AP-38 Project Summary

Project Summary Information

1	Project Name	Day Center
	Target Area	Citywide
	Goals Supported	Public Facilities
	Needs Addressed	Low/Mod Income Limited Clientele
	Funding	\$400,000
	Description	Community Center: purchase/tenant improvements/15+ year lease.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	100 homeless households assisted.
	Location Description	TBA
	Planned Activities	Acquisition/tenant improvements/15+ year lease of facility.
2	Project Name	Housing Activities
	Target Area	N/A
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Housing Activities
	Funding	\$300,000
	Description	Rehabilitation, purchase or land acquisition.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	50 families Low/Mod income households.
	Location Description	South West Olympia.
	Planned Activities	Land acquisition to support housing.
3	Project Name	Micro Enterprise Training
	Target Area	Scattered Sites
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	\$20,000
	Description	Provide assistance to small start-up businesses with fewer than four employees.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	8 businesses.
	Location Description	Scattered Sites
	Planned Activities	Provide training to small start-up businesses with fewer than four employees.
4	Project Name	Business Training & Technical Assistance
	Target Area	Downtown Olympia & Scattered Sites
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	\$30,000

	Description	Provide assistance for established small businesses with more than four employees.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	1 job created.
	Location Description	Scattered sites.
	Planned Activities	Provide assistance for established small businesses with more than four employees.
5	Project Name	Downtown Safety Projects CPTED
	Target Area	Downtown Urban Hub
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	\$50,000
	Description	Various Crime Prevention Through Environmental Design projects.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	2 jobs created.
	Location Description	Downtown urban hub.
	Planned Activities	Lighting improvements, alcove gate installations and other safety improvements.
6	Project Name	Downtown Ambassador Program
	Target Area	Downtown Urban Hub
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	\$55,000
	Description	Street outreach, referrals and other assistance to homeless, street dependent and mentally ill individuals in the Downtown core.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	150 homeless, mentally ill and street dependent people.
	Location Description	Downtown urban hub.
	Planned Activities	Street outreach, direct services, referrals, distribution of survival goods and other services.
7	Project Name	Day Center Staffing
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	\$22,360 CDBG & \$22,640 other City funds
	Description	Funding to assist the staffing of a Day Center.
	Target Date	8/31/2019

	Estimate the number and type of families that will benefit from the proposed activities	100 low/mod homeless households.
	Location Description	TBA
	Planned Activities	Staffing a public facility for homeless people: direct services, referrals, provisions of survival goods and other public services.
8	Project Name	Planning and Administrative Costs
	Target Area	N/A
	Goals Supported	Compliant CDBG Program
	Needs Addressed	Compliant CDBG Program
	Funding	\$100,000
	Description	Staffing costs to administer a compliant CDBG program.
	Target Date	8/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	All PY2018 beneficiaries.
	Location Description	N/A
	Planned Activities	Program general administration: reporting, fiscal management, project management.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
Downtown	50%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion

Olympia's downtown core contains one of the lowest income, highly concentrated, residential areas in the entire city. Tract 101, Block 1, according to the American Community Survey data, consists of low and moderate-income residents. The other activities will benefit low- and moderate-income people in scattered sites around Olympia.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	250
Non-Homeless	50
Special-Needs	0
Total	300

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	50
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	50

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

There are no activities planned in conjunction with the single public housing project located in Olympia.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

There are no Olympia CDBG funded activities planned to encourage public housing residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The City of Olympia works closely with the Housing Authority of Thurston County (HATC) to maximize the distribution of rental assistance to low- and moderate-income households. Additionally, the City works with other agencies that provide rental assistance via other federal and state funded programs.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Discussion

The City of Olympia's first priority is to reduce homelessness by supporting the acquisition and operation of a full service homeless Day Center, intended to provide refuge for unsheltered people along with high value services to assist in housing the homeless.

The City's second priority is to reduce homelessness by supporting a project that will develop 50 new housing units for homeless and those at risk of homelessness.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Discussion:

The City of Olympia is continuing a multi-year public planning process called "The Missing Middle", intended to expand the diversity of type and price points of housing. This will allow for higher housing densities, smaller unit sizes and lower cost housing.

Additionally, the City has participated in the Thurston County's five-year Homeless Housing Plan, which encourages regional alignment of zoning and development standards that allow for higher densities and smaller unit sizes with the intention of increasing the number of low-cost housing units.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Actions planned to foster and maintain affordable housing

The City will provide assistance for housing rehabilitation.

Actions planned to reduce lead-based paint hazards

In an effort to address lead-based paint hazards, the City of Olympia has incorporated the regulations into existing housing policies and programs for implementing Title X of the Community Development Act of 1992, part of the Residential Lead-Based Paint Hazard Reduction Act of 1992. Olympia will continue to follow 24 CFR Part 35 in addressing the evaluation and reduction of lead-based paint hazards in Olympia's housing policies and programs.

The Community Planning and Development Department Housing Division has developed an outline of actions to be undertaken over the coming five years to evaluate and reduce lead-based paint hazards. During the PY 2017 Action Plan period, the City plans to continue the following actions:

- Encourage more local contractors to obtain "Lead Paint Worker" or "Lead Paint Supervisor" licenses.
- Contract for risk assessments with the Housing Authority of Thurston County (HATC).
- Continue the residential rehabilitation projects as they relate to the lead-paint hazard rules. Each project will include the review and determined need for testing and hazard reduction in conjunction with rehabilitation as part of the environmental review.
- Review existing regulations, housing, and rehabilitation codes to assure lead-based paint hazard reduction is incorporated where appropriate.
- Encourage inspections for lead at appropriate times when housing is otherwise being inspected or evaluated.

HATC has an EPA-licensed Lead Risk Assessor on staff that will provide paint inspection services as required in the HUD Final Rule for lead-based paint. HATC also receives funding for lead hazard reduction programs through the State of Washington, which provides funding for equipment, training, testing services, and lead hazard reduction work on single- and multi-family housing.

Actions planned to reduce the number of poverty-level families

Actions planned to develop institutional structure

Actions planned to enhance coordination between public and private housing and social service agencies

In PY 2018, the City of Olympia will continue to coordinate efforts to provide housing and address homelessness with the Housing Authority of Thurston County, which provides tenant- and project-based rental assistance and other housing services.

The City is part of the Thurston County Thurston Thrives Council and participates in all efforts to

maximize the coordination between public and private housing resources and supportive social services, with a particular emphasis on coordinated system entry, rapid re-housing and enhanced networking of social services.

Discussion:

Coordination of housing and service providers occurs in a number of forms, including:

- Monthly Thurston Thrives meetings.
- Monthly Housing Action Team meetings (Sub-Committee of Thurston Thrives).
- Monthly Homeless Housing Hub meetings (Sub-Committee of the Housing Team of Thurston Thrives).
- And the "Community Investment Partnership" (CIP) inter-jurisdictional funding consortium that combines public local government funds with private United Way funds to support housing, social and mental health services.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

**Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(I)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.	40,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements.	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities.	0
Total Program Income:	40,000

Other CDBG Requirements

1. The amount of urgent need activities.	800,000
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

Olympia City Council

Cheryl Selby, Mayor • Jessica Bateman • Jim Cooper • Clark Gilman • Nathaniel Jones • Lisa Parshley • Renata Rollins

City of Olympia Staff | Community Planning & Development Department

Director, Keith Stahley • Deputy Director, Leonard Bauer • Business Manager, Karen Kenneson • Housing Program Manager, Anna Schlecht
Housing Program Assistant, Tiffany Cox

To Request a Copy

To request a copy of this publication in an alternative format, please contact Tiffany Cox at 360.753.8062, tcx@ci.olympia.wa.us.

Last Updated 5.10.2018

olympiawa.gov/cdbg





City Council

Draft Strategies and Public Process for CDBG Five-Year Consolidated Plan

Agenda Date: 5/22/2018
Agenda Item Number: 6.B
File Number: 18-0515

Type: decision **Version:** 1 **Status:** Other Business

Title

Draft Strategies and Public Process for CDBG Five-Year Consolidated Plan

Recommended Action

Committee Recommendation:

Move to accept the draft recommendations from General Government Committee; launch the Citizen Participation Process; and, schedule a June 12th public hearing for the Community Development Block Grant (CDBG) Five-Year Consolidated Plan.

City Manager Recommendation:

Move to accept the draft recommendations from General Government Committee; launch the Citizen Participation Process; and, schedule a June 12th public hearing for the Community Development Block Grant (CDBG) Five-Year Consolidated Plan.

Report

Issue:

Whether the priority strategies for the Community Development Block Grant Five-Year Consolidated Plan (2018 - 2022) are ready for public review in the CDBG Citizen Participation Process.

Staff Contact:

Anna Schlecht, Community Service Programs Manager, Community Planning and Development Department (360-753-8183)

Presenter(s):

Anna Schlecht, Community Service Programs Manager.

Background and Analysis:

The goal for tonight's meeting is to accept the General Government Committee recommendations or to develop new recommendations for priority strategies for the Community Development Block Grant (CDBG) Five-Year Consolidated Plan (2018 - 2022) and then to launch the CDBG Citizen Participation Process with a public hearing to be held on June 12th. The attached "*Draft Community Development Block Grant Strategies*" presents the General Government Committee recommendations.

CDBG Program Purpose: The CDBG Program was created as a “bundled” federal aid program intended to aid the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. Regulations for the CDBG Program are contained in 24 CFR 570.

Public Process: The draft Five-Year CDBG Consolidated Plan will be made available for public review in the CDBG Citizen Participation Process, summarized as follows:

April 25	General Government Committee Recommendations
May 22	Council launch of the CDBG Citizen Participation Process
May 23 - June 23	30 Day CDBG Citizen Participation Process
June 12	Public Hearing - Five-Year CDBG Consolidated Plan
June 26	Council review & approval of draft 5-Year CDBG Consolidated Plan
July 13	Submission of Five-Year CDBG Consolidated Plan to HUD

Please note that the first year of the Five-Year CDBG Consolidated Plan will be the coming Program Year (PY) 2018 which is addressed in a separate agenda item.

Prior Discussions: This item was discussed at General Government Committee four meetings in 2017: April 26, 2017, August 23, 2017, October 6, 2017, November 17, 2017 and April 25, 2018.

Alignment with other Plans: The Council has a stated goal to align CDBG strategies with other plans. Related plans and their respective goals are summarized in the attachment “*Olympia CDBG Consolidated Plan - Alignment with Other Plans*”. In addition to these plans, the Committee may also want to consider how our CDBG program will align with the Olympia Home Fund.

Joint Consolidated Planning Process with Thurston County: Housing and Urban Development (HUD) requires that the City and the County work together to develop a joint Five-Year Consolidated Plan. The City and the County contracted with State Department of Commerce to scope the joint plan, to gather needs data and to assist in the development of priority strategies. Both the County and the City will develop their unique strategies for the Five-Year Consolidated Plan. This plan is presented in the attached “*Citizen Summary - Regional Consolidated Plan (2018 - 2022)*” and the longer version, “*Draft Regional Consolidated Plan (2018 -2022) - Full Federal Format*”.

Neighborhood/Community Interests (if known):

All neighborhoods and community stakeholders have an interest in how federal CDBG funds are invested in community development programs and projects.

Options:

1. Accept the draft recommendations from General Government Committee; launch the Citizen Participation Process; and, schedule a June 12th public hearing for the Community Development Block Grant (CDBG) Five-Year Consolidated Plan.
2. Modify the draft recommendations from General Government Committee; launch the Citizen

Participation Process; and, schedule a June 12th public hearing for the Community Development Block Grant (CDBG) Five-Year Consolidated Plan.

3. Delay the process to accept the draft recommendations from General Government Committee; launch the Citizen Participation Process; or, to schedule a June 12th public hearing for the Community Development Block Grant (CDBG) Five-Year Consolidated Plan (2018 - 2022). Provide staff guidance on next steps. A delayed process risks non-compliance resulting from a late submission to HUD.

Financial Impact:

The Five-Year CDBG Consolidated Plan (2018 - 2022) will guide the investment of an estimated total of \$2,500,000. This includes projected annual revenues of \$350,000 in new CDBG funds, and \$150,000 in CDBG Program Income from prior year loans.

Attachments:

Draft Five-Year CDBG Consolidated Plan Strategies
Olympia CDBG Consolidated Plan - Alignment with Other Plans
CDBG Program Annual Cycle
Draft Citizen Summary - Regional Consolidated Plan (2018 - 2022)
Draft Regional Consolidated Plan (2018 - 2022)

DRAFT: Five-Year CDBG Consolidated Plan Strategies

Strategies for Olympia’s Community Development Block Grant: 2018 - 2022

(Prior Year General Government Committee Recommendations for consideration or revision)

Priority Level	Strategic Priority	CDBG-Eligible Activity	Examples	70% Low-Mod Income Benefit	2018 – 2022 5-Year Con Plan
1	Public Facilities	Community Center: Purchase / Tenant Improvements / 15 Year (or more) Lease	Warming Center Community Care Center	Yes	HIGHEST PRIORITY
2	Housing Rehabilitation	Housing rehabilitation or purchase (existing or new construction)	Pear Blossom Housing Rehab (conversion from office building)	Yes	HIGH PRIORITY
3	Land Acquisition	Housing purchase (existing or land for new construction)	Land to develop Drexel I (2004) and Devoe II (2017)	Yes	HIGH PRIORITY
4	Economic Development	<p>Micro-Enterprise Assistance (Small start-up businesses with fewer than 4 employees)</p> <p>Business Assistance & Training (Assistance for larger established small businesses with more than 4 employees)</p> <p>Special Economic Development Activities</p>	<p>1)Enterprise for Equity Training Program</p> <p>2)Avalon Co-working space</p> <p>3) Tune-up Training Program - TEDC</p> <p>4) DO-BIS Training Program – ODA</p> <p>5) CPTED Downtown Safety Program</p>	Yes LMI Jobs LMI Businesses	Priority
5	Public Facilities	Infrastructure	Sewer Lines, Water Systems, ADA Curb Cuts	Yes	Priority
6	Public Services	Social Services	Ambassador Program	Yes	Priority
		Social Services	Day Center Staffing	Yes	Priority
7	General Administration	Planning & Administrative Activity: Minimum staffing levels to run a compliant CDBG Program	Reporting, data collection, management of public process, managing projects	N/A	Required

***DRAFT:* Five-Year CDBG Consolidated Plan Strategies**

Strategies for Olympia's Community Development Block Grant: 2018 - 2022

(Prior Year General Government Committee Recommendations for consideration or revision)

Olympia CDBG Consolidated Plan – Alignment with Other Plans

The Community Development Block Grant (CDBG) Five Year Consolidated Plan lays out the City's strategies for investing federal funding in a range of community development needs. Last year the General Government Committee discussed options to align CDBG strategies with other plans, their respective goals are summarized as follows:

- **Downtown Strategy** Calls for more housing, economic opportunities, ADA accessible walk ways, and well managed social services in the urban hub.
- **Community Renewal Area Strategies** Encourages the elimination of urban blight in key areas with housing, economic development opportunities and the creation of jobs for low and moderate income people.
- **Economic Development Strategies;** Encourages a broad range of city-wide economic development which includes job creation for low & moderate income people.
- **County Five-Year Homeless Housing Plan** (*Scheduled for May 2018 release*) Calls for more affordable housing, emergency shelter capacity, day centers, 24/7 accommodations for all homeless populations, supportive services and review of local zoning and development policies to encourage more affordable housing.
- **Regional Fair Housing Plan:** (*Subject to local adoption as per future action*) Encourages better geographic distribution of affordable housing and a review of local zoning and development policies to encourage more affordable housing.
Please note: Due to Federal action to delay adoption until the year 2020, the strategies from this plan are no longer required for the upcoming CDBG Five-Year Consolidated Plan. As a result, Council will have an opportunity to consider local adoption.

In addition to these plans, the Committee may also want to consider how our CDBG program will align with the Olympia Home Fund which was approved by voters in February of 2018.

OLYMPIA CDBG PROGRAM – ANNUAL CYCLE

PROGRAM YEAR ENDS

PROGRAM YEAR STARTS

SUBMIT ANNUAL ACTION PLAN 7/13/18

AUG 31

SEP 1

PREPARE ANNUAL REPORT (CAPER)

APPROVE ANNUAL ACTION PLAN 6/26/18

JUL

OCT

PY 2017 AMENDMENTS
(Folded into PY 2018 Process)

JOINT PUBLIC HEARING
*5-Year Consolidated Plan
PY 2018 Annual Action Plan
6/12/17

JUN

CITY OF OLYMPIA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

ANNUAL REPORT (CAPER)
PUBLIC HEARING

NOV

SUBMIT ANNUAL REPORT (CAPER)

LAUNCH PUBLIC PROCESS:
* 5-Year Consolidated Plan
* PY 2018 Annual Action Plan
MAY 22, 2018

MAY

ANNUAL MILESTONES

- COUNCIL ACTION
- PUBLIC PROCESS
- COMPLIANCE

DEC

CDBG PROGRAM PLANNING

- Review of 5-Year Plan Strategies
- Review Options for PY 2018 Annual Action Plan

APR

JAN

MAR

FEB

COUNCIL DIRECTION FOR ANNUAL GOALS



DRAFT

A CITIZEN'S SUMMARY OF THE 2018-2022
THURSTON COUNTY AND OLYMPIA

REGIONAL CONSOLIDATED PLAN

Prioritizing HOME and Community Development Block Grant Resources

May 2018

What are our priorities? **DRAFT**

We are pleased to present the draft Citizen’s Summary to the 2018-2022 Consolidated Plan. Once finalized, the Consolidated Plan serves as the blueprint for the region’s Community Development Block Grant (CDBG) and HOME programs for the next five years.

The plan is the result of an eight-month planning process during which we examined the needs and resources of unincorporated Thurston County and its cities and consulted with our community partners and members of the public. The planning process brought together citizens, social service organizations, businesses, faith communities, and elected officials to review the region’s current and future housing and community development needs and develop updated priorities.

The CDBG program, administered by the federal Department of Housing and Urban Development (HUD), provides funding to state and local governments for projects and activities that principally benefit low- to moderate-income people. CDBG helps local governments develop viable urban communities by providing adequate supplies of affordable housing, a healthy living environment, and economic opportunities.

CDBG funds are some of the most flexible resources available to local governments. Communities can use CDBG funds for a wide range of activities such as rehabilitating single-family homes and apartment buildings, building community centers and public facilities, constructing water and sewer lines, supporting economic development, and providing vital social services. The fundamental philosophy of CDBG is the belief that local elected officials are best positioned to identify and prioritize local needs and to effectively allocate funding to address those needs.

HOME is a HUD program that provides formula grants to build, buy, and/or rehabilitate affordable rental or owner-occupied housing, or provide direct rental assistance to low-income people. Communities can use HOME funds for new construction, rental assistance, and homeowner assistance.

This regional Consolidated Plan describes:

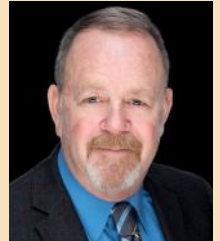
- Regional urban county CDBG needs and funding (unincorporated Thurston County and the cities of Tenino, Bucoda, Yelm, Rainier, Lacey, and Tumwater).
- City of Olympia CDBG needs and funding.
- HOME needs and funding for all of Thurston County.

We extend our gratitude to the many stakeholders and citizens who participated in the consolidated planning process. We invite you to share your views and become involved in prioritizing CDBG and HOME funds. Please see the “Public Process” section on page 15 to learn how to participate.

Regards,

Bud Blake, *County Commissioner, Chair*
Gary Edwards, *County Commissioner*
John Hutchings, *County Commissioner, Vice-Chair*
Wayne Fournier, *Mayor, City of Tenino*
Andy Ryder, *Mayor, City of Lacey*

Cheryl Selby, *Mayor, City of Olympia*
JW Foster, *Mayor, City of Yelm*
Robert Shaw, *Mayor, City of Rainier*
Pete Kmet, *Mayor, City of Tumwater*
Alan Carr, *Mayor, City of Bucoda*





Overview

This Citizen’s Summary provides an overview of the draft Consolidated Plan. It analyzes the region’s current and future housing and community development needs, and presents the strategic goals and objectives for the use of CDBG and HOME funds over the next five years.

Plan Sections

Four sections are devoted to each category of funding and provide a snapshot of the need and capacity in the region. The four primary categories funded by CDBG and HOME are affordable housing, social services, public facilities and infrastructure, and economic development.

The last two sections of the Citizen’s Summary describe the 2018 consolidated planning and public participation process, and invite you to share your views and become involved in making future decisions about CDBG and HOME funds, along with other state and local revenue sources to address the needs of low-income citizens.

How the county is changing

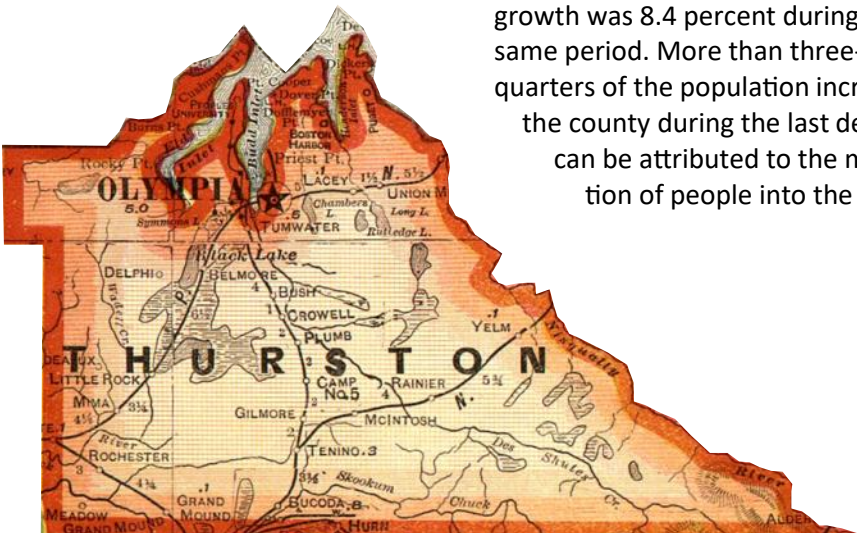
Thurston County is Washington’s sixth most populous county, with 266,311 residents. Between 2010 and 2016, the county’s population grew by 9.1 percent, with Lacey and Yelm showing the highest rates of growth. For comparison, statewide population growth was 8.4 percent during that same period. More than three-quarters of the population increase in the county during the last decade can be attributed to the migration of people into the county.

Between 2010 and 2016 the county’s population grew by 9 percent, slightly higher than the statewide average.

This rate of growth is expected to continue. The state Office of Financial Management forecasts that the county population will increase by almost 40 percent — an additional 104,388 people — by the year 2040.

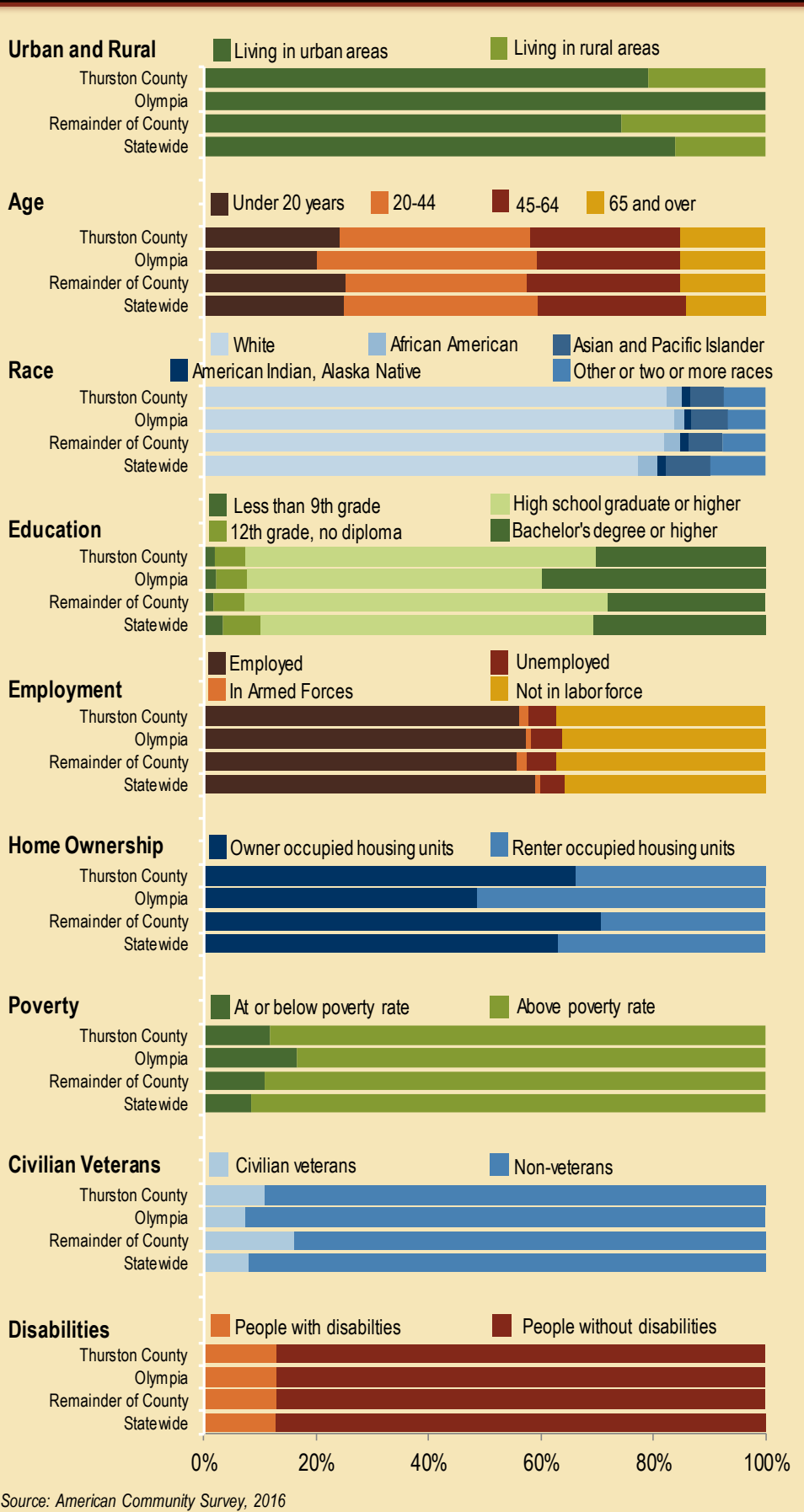
Who We Are Today

Figure 1 (next page) provides an overview of who makes up Thurston County today. As with the majority of data in this report, the numbers come from a 2012-2016 estimate from the American Community Survey, which is the primary source of small-area statistics published by the U.S. Census Bureau. In each population category, the bars show the proportion of citizens meeting census definitions in Thurston County as a whole, in Olympia, in the remainder of the county (all jurisdictions except Olympia) and, for comparison, the statewide percentages.



Above: Children learn about pond ecosystems at a CDBG-funded Yelm day camp.

Figure 1: Demographics of General Population of Thurston County



Source: American Community Survey, 2016

Approximately 21 percent of county residents live in rural areas, which is higher than the statewide average of 16 percent. To qualify as an urban area, an area must encompass at least 2,500 people, at least 1,500 of whom must reside outside institutions. Nearly 14 percent of the land area in Thurston County is incorporated in cities. The census considers all residents of Olympia to reside in urban areas.

Ninety-four percent of county residents age 25 and older are high school graduates, a rate higher than the statewide average of 90.6 percent. Those with a bachelor's degree or higher make up 33.6 percent of the county's population, which is slightly higher than 33.3 percent of state residents. Olympians have the highest percentage of college and advanced degrees, with more than 44 percent reporting that level of educational attainment.

Unemployment continues to fall

The unemployment rate fluctuates seasonally and from month to month, but despite significant decreases there is no question that the recession of 2008-2009 is continuing to impact Thurston County residents' ability to find and retain jobs. According to the American Community Survey Five-Year estimate, Thurston County's average unemployment for 2012-2016 was 5.1 percent, higher than the state average of 4.3 percent. The proportion of Olympians looking for work was slightly higher, at 5.4 percent. The most recent data from the state Employment Security Department (February, 2018) paints a similar picture: the county unemployment rate is 5.6 percent compared to the statewide rate of 4.8 percent.

These numbers are a significant improvement from early 2010, when the unemployment rate reached a high of more than 9.5 percent. The economic outlook continues to improve, but many people with low and moderate incomes still struggle to make ends meet, as evidenced by more than one in five renters experiencing “severe cost burden” (see page 7 for more details).

Population older

The county’s population is getting older, which mirrors state and national trends.

The median age of the county’s population was 38.8 years in 2016, in a continued increasing trend. The median age was 38.5 years in 2010, 36.5 years in 2000, and 33.6 years in 1990. In 2016, persons age 65 and older constituted 16.4 percent of the total county population, and seniors’ numbers will reach an estimated 23 percent of the population by 2030. Yelm has the youngest population among Thurston County cities, with an average age of 29 years.

Disability

The census defines disability as a condition that limits activities and participation in school, work, home, or the community. Thirteen percent of Thurston County residents reported having a disability in 2016, a number slightly higher than the statewide average of 12.8 percent. Of these disabled individuals, 42 percent were 65 years of age or over, and 16 percent had an income that was below the poverty level. Within the disabled population, 83 percent of individuals were employed.

Racial Diversity

Thurston County had less racial diversity in 2017 than the state as a whole. Caucasians composed nearly 82.4 percent of the population, compared

to 80 percent of the state’s population. African-Americans represented 3.5 percent of the county’s population, and Asians made up 6 percent. The county had slightly more native Hawaiian and other Pacific Islanders (1 percent) than the state as a whole (0.8 percent).

CDBG and HOME priorities

The CDBG and HOME programs primarily benefit low-income people and families. HUD defines “low-income” based on a formula that applies the average area income level for various family sizes.

These income limits range from \$43,550 for a one-person household, to \$82,050 for an eight-person household. A family with two parents and two children would be considered low-income if its household earnings were at or below \$62,150 per year. The same family would be considered very low-income at \$38,850 per year, and extremely low-income at or below \$25,100 annually.

The CDBG and HOME programs primarily benefit low-income people.

CDBG and HOME are federal programs aimed at assisting low, very-low, and extremely-low income households and neighborhoods.

CDBG is a flexible funding source for affordable housing projects, social services, infrastructure (including sewer and water system improvements), public facilities, economic development, and other community development needs. HOME funds are targeted to affordable housing projects, including new construction, rental assistance, and homeowner assistance.

Below: The South Puget Sound Habitat for Humanity works with donors and volunteers to develop and build affordable housing communities in Thurston County.





Affordable Housing

Housing will grow and change along with the county’s population. Larger families may still choose single-family suburban homes. However, single people and empty-nesters, as well as low-income and disabled residents, may prefer apartments and homes on small city lots close to stores, parks, bus stops, and jobs. Projected population growth among senior citizens, in particular, may help drive demand for smaller, lower-maintenance housing near medical services.

The rental market – representing just over one-third of all housing – has often outpaced the rate of inflation. The median rent of a two-bedroom unit rose 25 percent between 2011 and 2016, increasing from \$806 to \$1,004. According to Thurston Regional Planning Commission data from 2017, the average rent in Thurston County is \$1050, with an apartment vacancy rate of 2.7 percent. The vacancy rate for apartments in Thurston County has declined significantly since a high point in 2012, when rates were over 5 percent. In general, a vacancy rate of 5 percent indicates that demand matches supply. Thurston County’s lower vacancy rates indicate that rental prices are likely to continue to rise.

Housing “cost burden”

Housing is considered affordable when it accounts for 30 percent or less of monthly household income. According to data from the 2016 American Community Survey, 32 percent of homeowners and 51.3 percent of renters are “cost-burdened,” meaning that they spend more than 30 percent of their income on housing costs (Figure 2).

Ten percent of homeowners and 23 percent of renters are “severely cost-burdened,” and spend more than 50 percent of their income on housing costs. In 2015, there were approximately 23,000 households (13,000 renters and 10,000 homeowners) in Thurston County classified as cost-burdened and severely cost-burdened. This is about one-third of the total community.

“Severely cost-burdened” owners up 35 percent since 2010

The numbers of cost-burdened renters and owners in Thurston County have both increased since 2010. The total number of households experiencing a severe cost burden has increased 35 percent over the last decade.

Above: The playground at the Salmon Run Apartments, a development funded through HOME and other state and federal grants.

The principal intended beneficiaries of CDBG and HOME are households with incomes less than 80 percent of area median income (AMI), a number that equated to \$50,283 in 2016. More than two-thirds of these households are cost burdened. For the poorest households, those with incomes less than 30 percent of AMI, more than 80 percent are cost-burdened.

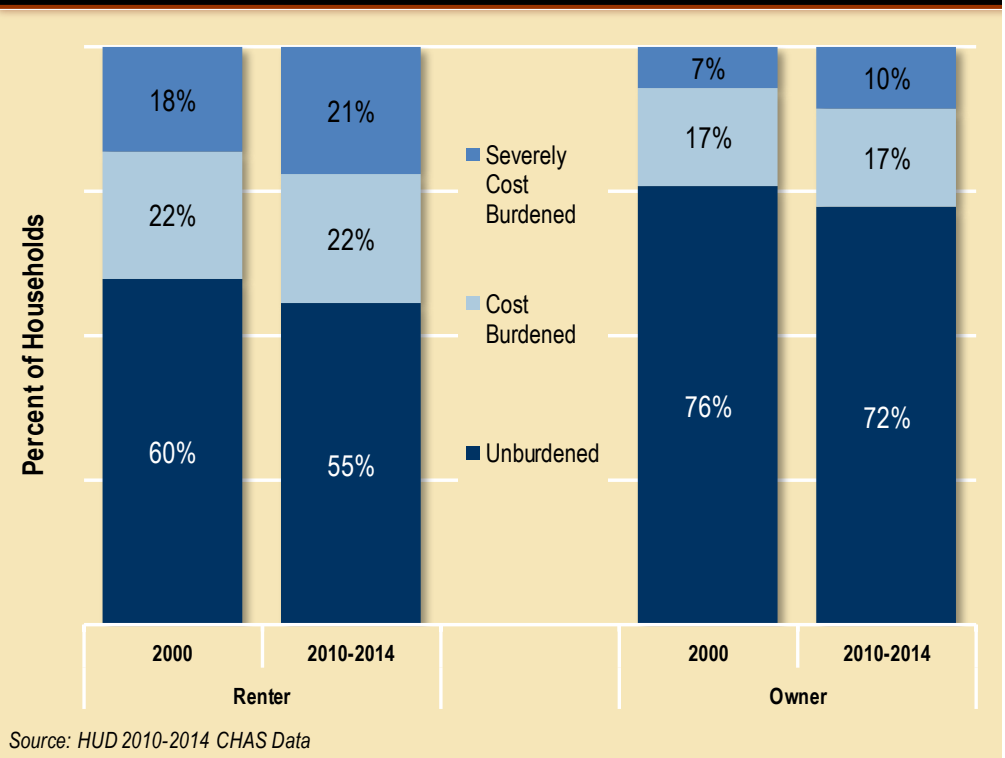
Many cost-burdened owners and tenants cannot afford to make basic repairs and therefore face a higher risk of experiencing dangerous housing conditions, such as mold and roof damage. The CDBG and HOME programs can help by providing rehabilitation loans for rental housing units.

These loans can be used to eliminate hazards, such as failing electrical systems and lead-based paint. The loans can also reduce utility costs by upgrading insulation and heating systems. Rehabilitation loans provide a less expensive way to support low-income housing than alternatives such as new construction.

In most cases, rehabilitation loans are repaid, allowing the funds to be “reused” for other eligible activities.

Right: Homes First purchases houses, apartments, and duplexes and rehabilitates them for low-income and special needs individuals and families.

Figure 2. Cost Burdened and Severely Cost Burdened Households





Social Services

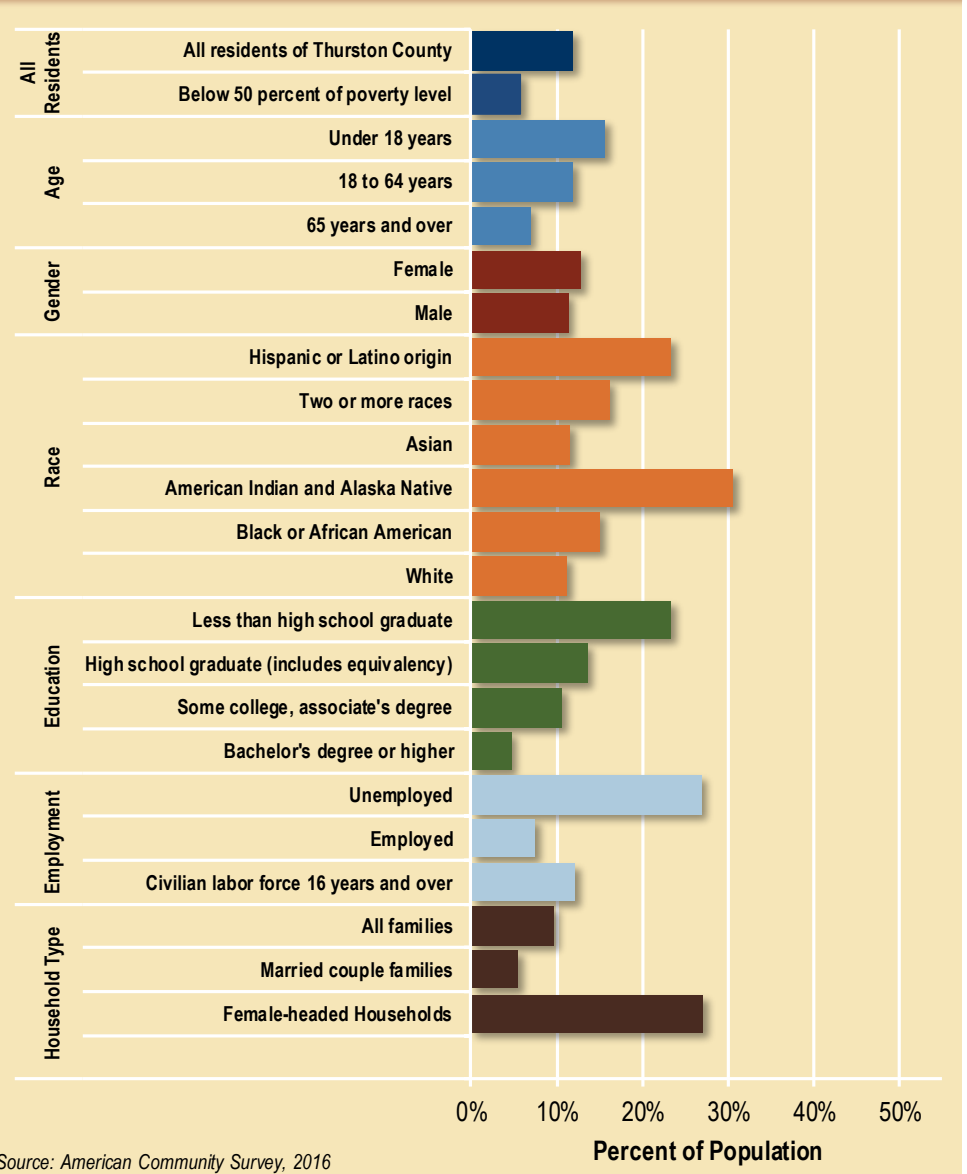
The federal Census Bureau establishes the poverty rate based on family size, ages of the members, and income. Within Thurston County, the overall poverty rate is 12 percent, and 5.7 percent of the population had incomes below 50 percent of the poverty level (Figure 3). More African-American, Latino, American Indian, and Alaskan Native residents are poor. Residents without a high school diploma had nearly double the average rate of poverty, and more than one-quarter of those unemployed reported living in poverty.

Poverty rate is higher for children

The poverty rate is higher than average for children in the county, of whom 8,985 live in households experiencing poverty. Of these, 4,147 are in extreme poverty, meaning that they live in families with incomes less than 50 percent of the federal poverty rate. Data from the Office of the Superintendent of Public Instruction indicate a 47 percent rise in the number of homeless students from 2013 to 2015.

Above: A staff member at Rosie's Place, a center for homeless and low-income youth, distributes socks.

Figure 3. Demographics of Thurston County Residents at or Below Poverty Level



Source: American Community Survey, 2016

The 2018 Homeless Census found 324 unsheltered individuals, more than 40 percent of the total number of homeless.

One quarter of families with children are headed by single mothers. More than half of female-headed families with children under five years old are in poverty. More than 60 percent of single mothers in Thurston County are between 20 and 30 years old, while an additional 16 percent are under age 20. These numbers indicate that many single mothers face the challenges of trying to graduate from high school and college and enter the job market while raising young children.

School lunch program—poverty measurement

Another useful source of information on poverty among children is the number of children enrolled in the National School Lunch Program, which provides free and reduced-price meals in public schools. Statewide enrollment has been slowly decreasing since 2012. The county's enrollment has seen a similar level of decline over the last five years. Seven out of eight of the county's districts have seen significant decreases in enrollment. Griffin School District was the only district with an increase in enrollment, but had a modest change of about 2.3 percent.

Below: The Community Care Center in downtown Olympia is operated by Providence St. Peter Hospital, in collaboration with other nonprofit organizations. The Center provides a social service hub to connect people in need with available housing and services.



Rainier School District showed the biggest reduction in enrollment during that period, with the number of enrolled students declining 13.5 percent. However, Rochester, Tenino, and Rainier still have the highest school lunch enrollment levels overall, which remain above 45 percent.

Homelessness surpasses local shelter capacity

Thurston County participates in a nationwide annual count of homeless persons, known as the Point in Time (PIT) count. This census helps determine the number of homeless people in the county, as well as the causes of their homelessness, and assists in developing a comprehensive strategic response to the issue.

As housing costs have risen, the number of people without a place to live has grown significantly — the 2018 count revealed an increase of 56 percent (301 people) since 2017 (Figure 4 on the next page). Preliminary results from the 2018 count found that 835 individuals were homeless or lived in emergency or transitional housing. The 2018 Point in Time count showed the largest portion reported being unsheltered — 320 of 835 individuals — the second highest count since 2006 when the state began to require an annual census of homeless citizens.

Eighteen percent of those counted had been homeless for more than one year or had experienced four or more episodes of homelessness in three years. The definition of chronic homelessness – a HUD designation for individuals who are most in need of permanent supportive housing – includes having a disability as well as experiencing multiple episodes of homelessness.

Homelessness causes

Job loss was the number one cause self-reported for homelessness, followed closely by eviction. The next top three reasons listed for an individual becoming homeless were family crisis, economic reasons, domestic violence, and mental illness, respectively.

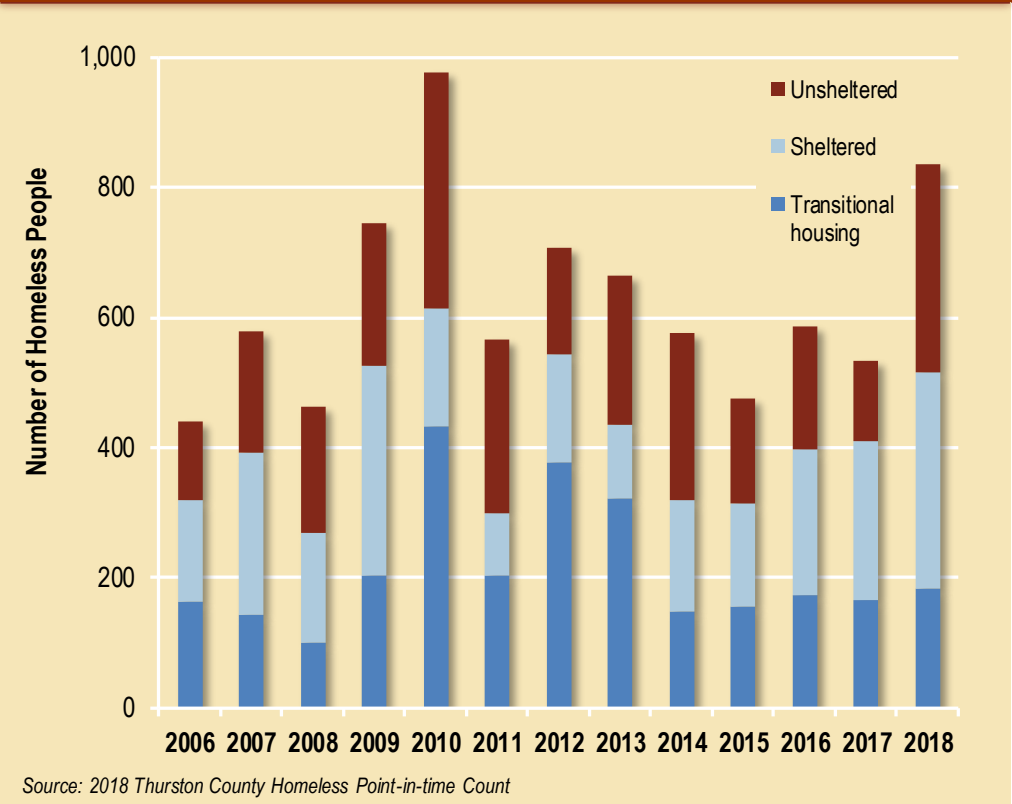
From 2013 to 2017, Thurston County invested approximately \$24 million in projects and programs that reduce homelessness by supporting affordable housing and redevelopment efforts. The region needs more programs that provide rapid rehousing for families and permanent supportive housing for adults with special needs.

Service providers have indicated that increased “low-barrier” shelter capacity is needed for adults — particularly men — who are underserved and may resist or be ineligible for existing shelter options. Lastly, with more than one-third of the homeless under age 21, the area needs more youth-specific shelters and programs to connect young people to services.

Social services, seniors, and the disabled

Almost 40 percent of Thurston County residents received services from the state Department of Social and Health Services (DSHS) in 2015, the most recent year for which complete data are available. The largest service category was the Basic Food Program, known commonly as food stamps. The number of people receiving food stamps has increased by 70 percent since 2005, and now includes more than 19 percent of the county. Temporary Aid for Needy Families, or cash grants that help families for short periods of time, were utilized by 2 percent of the population. Other

Figure 4. Sheltered and Unsheltered Homeless People in Thurston County



services provided include medical assistance, child support services, and outpatient mental healthcare.

In 2016, residents age 65 and older made up 16.5 percent of the total county population. The number of seniors is expected to grow to approximately 23 percent of the population by 2030. The first of the “baby boomers” – those born between 1946 and 1964 – turned 65 in 2011.

A disability is defined by federal law as the inability to engage in any substantial gainful activity due to a medically determinable physical or mental impairment that can be expected to result in death, or which has lasted for at least one year. Seniors have more disabilities than the county’s overall population, but experience less poverty and use fewer DSHS services. More than 35 percent of seniors experience one or more disabilities compared to 9 percent of non-seniors.

Many physically disabled people depend at least in part upon the federal government’s Supplemental Security Income (SSI) program to meet their basic living needs. SSI provides financial support for people with significant and long-term disabilities who have no other means of support. Washington State supplements the federal SSI payment with a state-funded monthly reimbursement. Fewer than 2 percent of Thurston County residents receive the federal SSI payment.



Public Facilities & Infrastructure

CDBG is a flexible funding source that can be used for the construction and improvement of public facilities and infrastructure projects. To be eligible, a project must benefit all residents of an area where at least 51 percent of the residents are low or moderate income.

Public facilities can include libraries, recreational facilities, homeless or domestic violence shelters, nursing homes, youth facilities, or group homes for the disabled. Potential infrastructure projects might involve streets, curbs, and water and sewer lines.

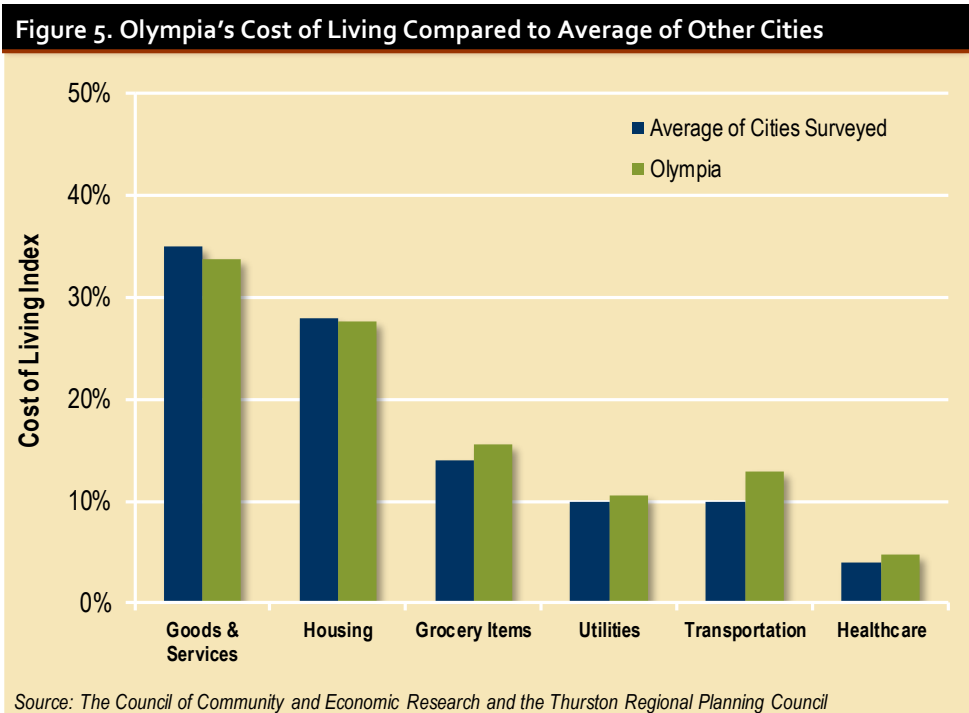
A major benefit of many of these projects is that they help low- or moderate-income residents make ends meet in a community whose living costs tend to be above the national average (Figure 5). For example, the cost of utilities in Olympia is more than 108 percent of the average for U.S. cities.

CDBG funds can also be used to make improvements to a public facility building’s energy efficiency, or to make it accessible to those with disabilities.

Rural areas benefit from infrastructure funding

Public facilities and infrastructure projects are often expensive and require multi-year financing by multiple stakeholders. However, these projects can have a direct impact on the economic and community development of an area. In many cases, infrastructure improvements are necessary prior to securing financing for projects that benefit low-income residents — such as a community that requires a sewage system upgrade before affordable housing can be developed.

Above: A City of Lacey sewer serves the public restrooms at the Woodland Creek Community Park. The 72-acre park is also home to the Lacey Community Center and Virgil Clarkson Lacey Senior Center.



Smaller cities and towns often have limited access to much-needed debt and equity capital that would allow them to invest in expensive infrastructure upgrades. For rural communities, CDBG can be a crucial funding source to enable the municipality to leverage other sources of financial support to invest in large sewer and drinking water projects.

Capital facilities plans and CDBG

Thurston County is one of 28 counties in the state that follow the requirements of the state's Growth Management Act (GMA), passed in 1990. The state's fastest growing counties and the cities within those counties must plan for growth in accordance with the GMA. Thurston County and its cities and towns are required to issue comprehensive plans that include plans for land use, housing, utilities, shoreline policies, and transportation.

The capital facilities plan is one requirement of the comprehensive plan, and describes capital projects necessary to support the county's forecast population growth and

CDBG allows rural and urban areas to prioritize needs for funding based on the conditions in their communities.

how they will be financed. The county's recently adopted 2018-2023 capital facilities plan identifies \$726,217,200 in total costs over the next 20 years—which are in addition to costs identified for the cities in its jurisdiction. Thirty-two percent of those costs are due to transportation improvements, mainly to prepare for additional capacity as the population grows. However, also included are costs for parks, solid waste and sewer projects, stormwater improvements, and the construction and rehabilitation of county buildings.

Sources of funding in capital facilities plans may include local taxes, municipal bonds, and development-mitigation fees. An additional — and often crucial — source of potential funding may come from federal and state grant and loan programs. CDBG dollars may be used to leverage these sources by providing matching funds.





Economic Development

Thurston County continues to recover from the recession of a decade ago, and 2016 marked the fifth consecutive year of overall job growth. Consumer confidence is up, unemployment rates have declined, and household incomes have stabilized.

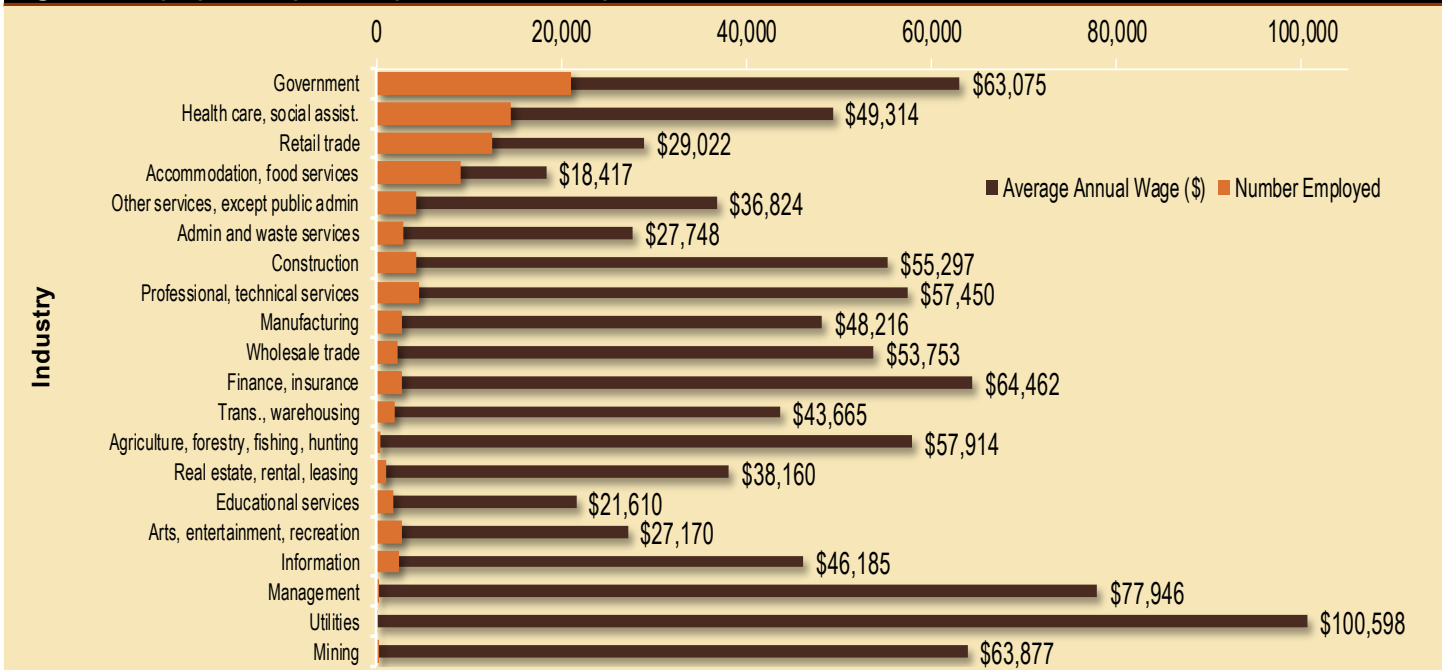
Jobs

More than one-third of all nonfarm employment can be attributed to government jobs. Government is by far the largest employer, with more than 20,000 people employed in 2016 and an average annual wage of \$63,075. Health care, retail trade, accommodation, and food services are the next highest categories.

With relatively low employment, utilities and management had the highest annual wages, at \$100,598 and \$77,946, respectively, as of 2016. Accommodation and food services had the fourth highest employment numbers, with nearly 10,000 people finding work in these industries. However, this category had the lowest annual wage of any category, at just \$18,417. For many residents without high school and college degrees, these jobs represent available work but do not provide adequate wages to keep a family out of poverty status.

Above: The Yelm water tower overlooks the city's downtown. Yelm has seen the county's fastest rate of growth since 2000.

Figure 6. Employment by Industry, Thurston County



Source: US Census 2016 County Business Patterns

State and local governments account for more than one-third of all jobs.

Median income lower, and joblessness slightly higher, than state

In 2016, Thurston County's median household income of \$63,286 was lower than that of the state as a whole (\$67,106). This level was slightly above the median household income for 2011-2015 (\$61,677). The median household income in unincorporated portions of the county was higher than in the incorporated communities.

Trends in the local unemployment rate tend to mirror patterns in the state and nation (Figure 17). Thurston County's rate reached 8.5 percent in 2010, but may have not reached the statewide high rates due to high levels of government employment. Since patterns in government employment, which are funded through tax revenue, tend to lag behind other sectors, the government sector may take longer to fully recover from the effects of the recession. As of 2016, the county unemployment rate has fallen to 5.8 percent, but remains slightly higher than the state average.

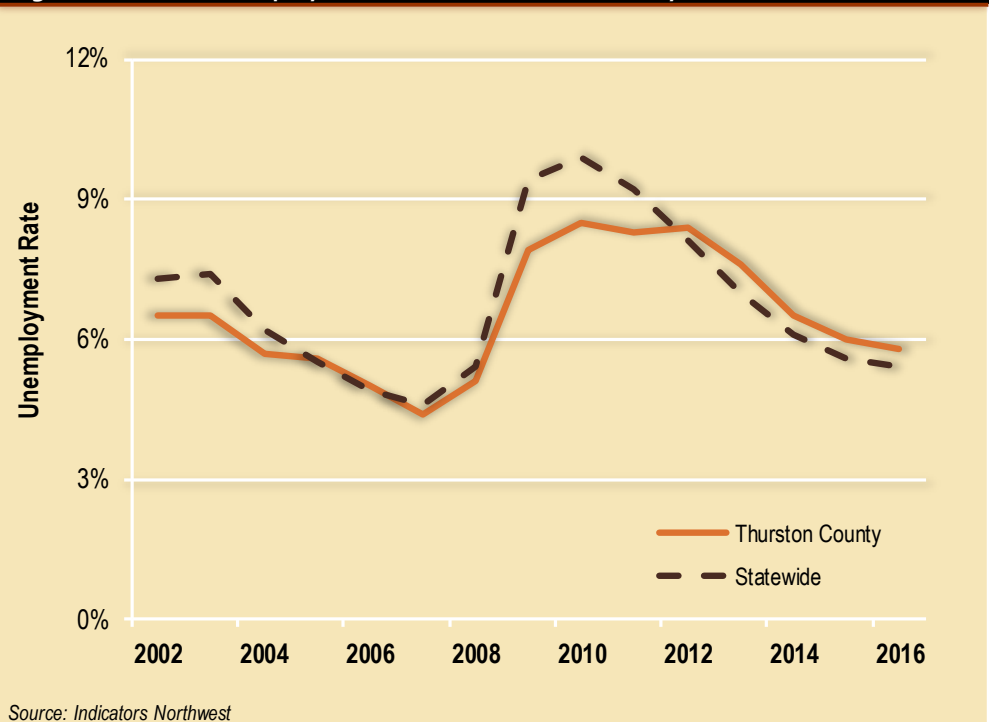
HUD loan guarantee program leverages grant dollars

The HUD Section 108 loan guarantee program enables local governments to pledge their current and future CDBG allocations as security for low-interest loans. Communities can borrow up to five times their most recent CDBG award for eligible projects that meet national objectives. The loans are typically used for economic development or housing projects that can generate income for repayments. Olympia has been approved by HUD to participate in the Section 108 program in order to leverage funding for larger projects.



A empty storefront in the Masonic Lodge Building in downtown Tenino. Taxes on business retail sales fund public transportation and law enforcement. Photo by Joe Mabel.

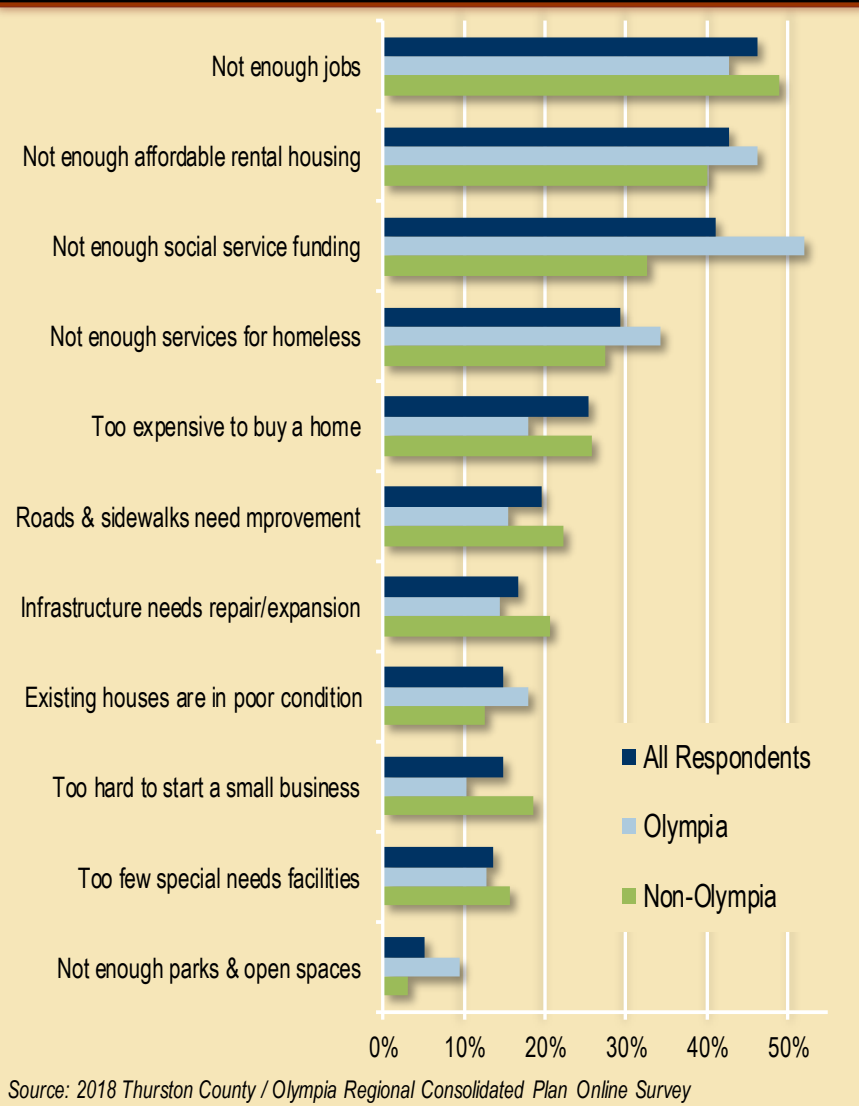
Figure 7. Annual Unemployment Rate for Thurston County and Statewide





Public Process

Figure 8. Perceived Challenges



More than 150 people participated in the planning process for the 2018-2022 Consolidated Plan. Residents, elected officials, service recipients, and social service providers offered their perspectives by responding to a survey or by attending a focus group or public hearing.

Community survey

A survey designed to gauge perceptions of challenges, needs, and priorities for the use of CDBG and HOME funds was conducted from November 21, 2017 to January 1, 2018. The survey was distributed by email to community partners and stakeholders, who were encouraged to forward the survey to their constituencies.

A total of 134 people responded. Olympia residents comprised 47 percent of respondents, with the remainder living in Lacey (12 percent), Tumwater (9 percent), Yelm (3 percent), Bucoda (1 percent), and Rainier (1 percent). Twenty-two percent reported living in unincorporated Thurston County. Six percent identified themselves as meeting the federal definition of disabled.

Above: The Homeless Housing Hub of the Thurston County Housing Action Team discusses the pending Five-Year Homeless Housing Plan as required by the State Homeless Housing Program.

More than one-third (39 percent) of respondents indicated that they had household incomes below 80 percent of area median income. More than half (64 percent) of the survey participants worked in a social service or nonprofit organization serving low-income clients. This level of participation from the target population of the CDBG and HOME Programs helps to ensure that disadvantaged voices have a place in the consolidated planning process. Homeowners were the majority of respondents, at 60 percent, while renters comprised 35 percent. Four people indicated they lived with family and friends, and one person reported being at risk for homelessness. Full survey results are available in the 2018-2022 Consolidated Plan report.

Jobs, rental housing are top challenges

Survey respondents were asked about the top challenges facing the region, and asked to judge the level of need for a variety of eligible activities in five categories. Additionally, they were asked which six activities they would fund next year, assuming that the regional CDBG and HOME programs receive \$1.15 million in 2019.

Figure 8 displays the perceived challenges indicated by survey takers. Each respondent could only choose three challenges. The results are delineated between all respondents, those who live in Olympia, and those who live elsewhere in Thurston County.

Regardless of location, respondents agreed on the top

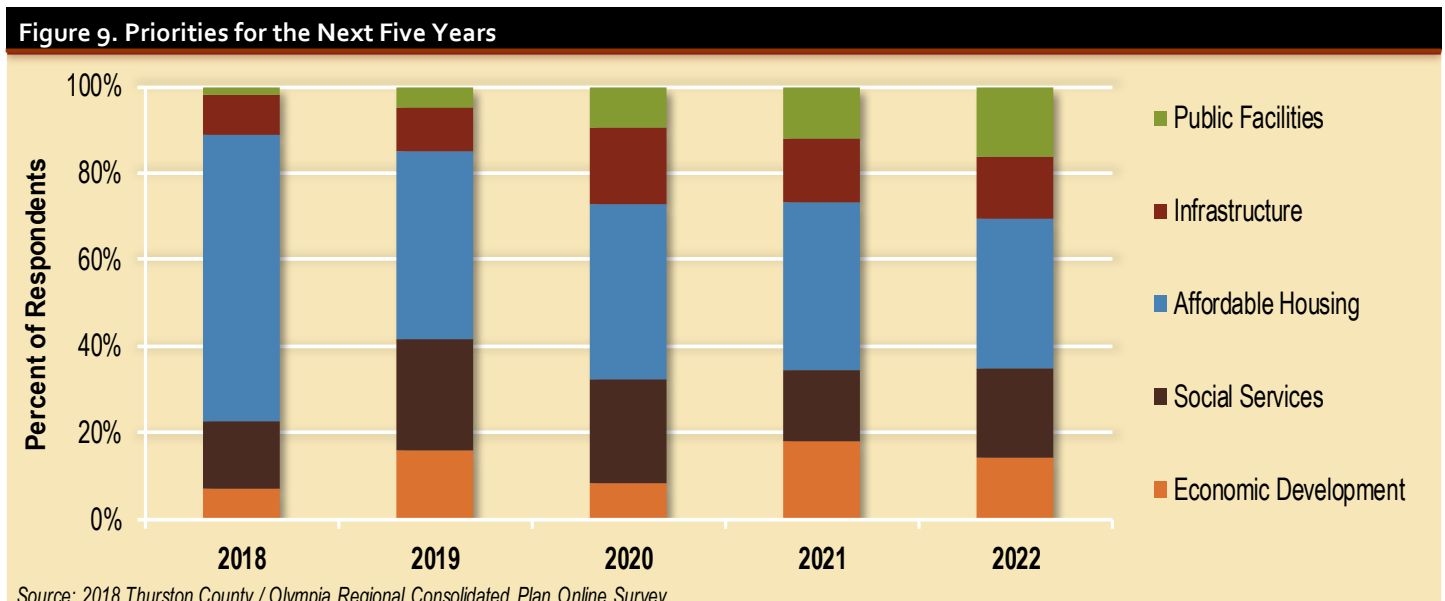
Two-thirds of survey respondents selected homeless shelters as the highest priority for public services.

four challenges facing the region: “Not enough jobs,” “Not enough affordable rental housing,” “Not enough social service funding,” and “Not enough services for homeless.” County residents emphasized the need for jobs, while Olympians viewed lack of social service funding as the top issue.

Under affordable housing, 67 percent of respondents indicated a high need for homeless/transitional housing, followed by tenant-based rental assistance/housing vouchers (59 percent). Development of new renter-occupied housing was a top priority for 51 percent of respondents and housing facilities for persons with special needs was a top priority for 44 percent of respondents.

In the category of social services, more than 65 percent designated substance abuse services as the top area of need, followed closely by services for homeless persons (62 percent). Health services and child care were each marked as a high need by 47 percent of survey takers.

Under public facilities, homeless shelters remain the highest priority among survey respondents (66 per-



cent). This was followed by domestic violence shelters (53 percent), childcare centers (45 percent), and removal of barriers to persons with disabilities (43 percent). In the infrastructure category, respondents selected flood prevention/drainage improvements as highest need (34 percent). Sidewalk improvements were also designated as a high priority by 24 percent of survey respondents, followed by sewer improvements (18 percent) and water system improvements (15 percent).

Under economic development, 36 percent of respondents thought loans to businesses that employ low-income people should be a high priority. Small business loans and training was marked as a high priority by 29 percent of respondents and business support services was marked as a high priority by 22 percent of respondents.

Affordable housing top regional priority

Next, respondents chose one of the five areas to focus on in each of the next five years (Figure 9). Affordable housing emerged as the top priority for the region in all years, both for Olympians and non-Olympians. Social services were identified as the second highest priority for non-Olympians in all years. Olympia respondents agreed for the first two years, but indicated that infrastructure should take priority in 2020, economic development should take priority in 2021, and public facilities should take priority in 2022.

It is clear that both Olympians and non-Olympians share similar priorities for their areas of focus. Looking into the future, respondents rank all five of the categories as important.

How to allocate \$1.15 million?

In the survey's budgeting exercise, respondents were asked to allocate \$1.15 million across multiple activities, which is the anticipated combined amount of funding that the region will receive for CDBG and HOME funding. In this activity, there was not much difference in the responses between Olympians and non-

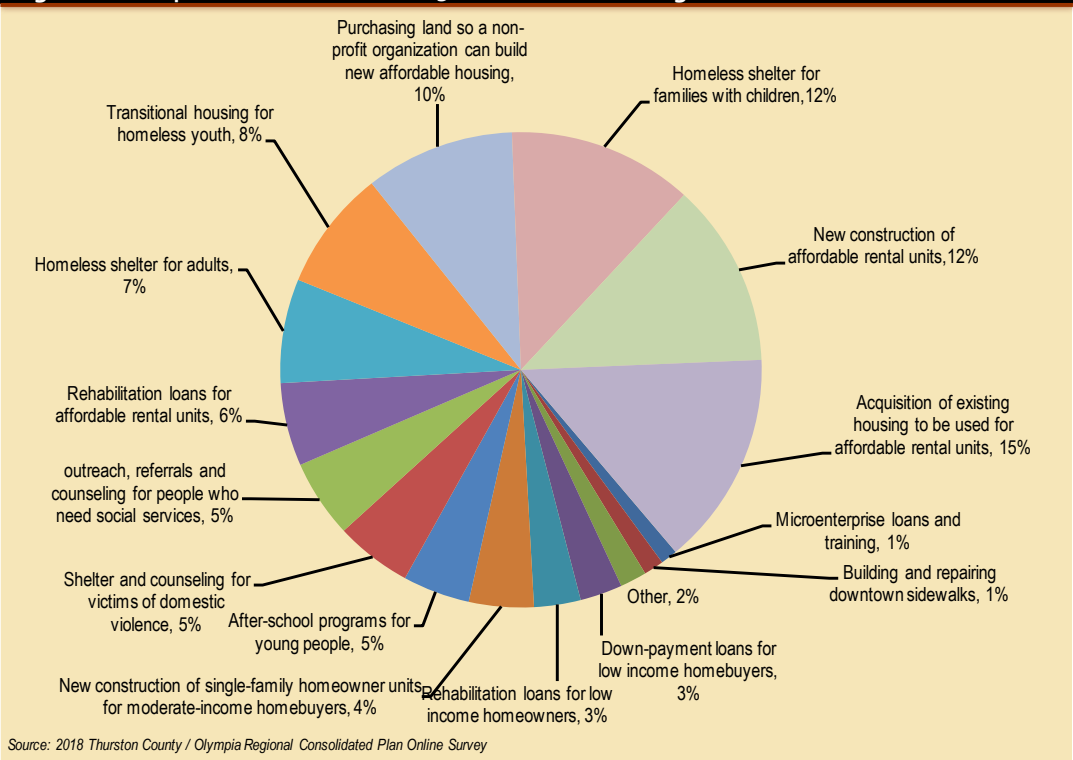
Affordable housing is the top priority for the region for the next five years, according to both Olympian and non-Olympian respondents.

Olympians.

The choice, "Homeless shelter for families with children," received the greatest number of allocations, and an average of \$216,197 per respondent. The choice, "Acquisition of existing housing to be used as affordable rental units," received the second highest number of allocations, and an average of \$246,267 per respondent (Figure 10).

"New construction of affordable rental units" received fewer allocations, but respondents gravitated toward a higher dollar figure, which averaged \$280,769. "New construction of single-family homeowner units for moderate income homebuyers," "Purchasing land so a non-profit can build new affordable housing", "Rehabilitation loans for affordable rental units", and "Homeless shelter for adults" also received high dollar amounts.

Figure 10. Respondents Allocate \$1.15 Million Across Categories





Priorities and Plans

The Thurston County Regional Consolidated Plan identifies the development of viable communities by the provision of decent housing, a suitable living environment and the expansion of economic opportunity.

Each of the six Consolidated Plan strategies was developed to address one or more of the CDBG national objectives, which are to benefit to low- and moderate-income persons, eliminate slums or blight, and meet urgent needs.

Six strategic goals

The six strategic goals provide a framework for the annual Action Plans, which identify specific activities to be funded each year. The goals are:

- Maintain, enhance, and expand the supply of rental, homeownership, and special-needs **affordable housing** for low-income populations.
- Create a comprehensive **homeless continuum of care** system that is responsive to the needs in our community.
- **Acquisition of land** to support the development of new affordable housing, public facilities or infrastructure to meet the needs of low-income residents.
- Provide essential **public services** for low-income and special-needs populations.
- Identify and create opportunities for **economic development** that principally benefits low-income people.
- Identify priority **public facilities and infrastructure** projects that serve low-income populations through-

Above: A staff member at Rosie's Place, a center for homeless and low-income youth in downtown Olympia. Rosie's Place provides job search assistance in addition to many needed services.

out the county, including community centers and sewer lines.

Strategic goals are broad in nature and are specifically designed to address all needs identified in the Consolidated Plan. Each year these strategies will be used as the framework from which to identify the specific activities to be pursued as action steps of the multi-year Consolidated Plan. These annual steps are presented in the one-year Annual Action Plans, issued by the Thurston County Commission and the Olympia City Council, which identify the specific projects and programs to receive funding.

Anticipated resources

The region's CDBG and HOME programs will receive an estimated \$— million in each of the next five years to address the strategic goals.

The region's first strategy is to maintain, enhance and expand the supply of rental, homeownership, and special-needs **affordable housing** for low-income populations. Through rehabilitation loans and grants, owner-occupied and renter-occupied housing can be renovated, including removing barriers for those with disabilities.

The HOME program can support investment into new construction, and both CDBG and HOME can be used for the acquisition of special-needs housing for either single family or multifamily. Funding can also be applied to public infrastructure required to support housing, land acquisition, and purchase of existing structures to support the development of new housing.

A comprehensive **Homeless Continuum of Care** refers to the multi-jurisdictional system that includes the region’s services, resources, and housing options needed to prevent homelessness and move those who become homeless quickly into stable and safe housing with appropriate services.

The **Continuum of Care** includes a coordinated, county-wide intake that serves as the primary entry point when an individual or household becomes homeless; monthly reporting on capacity in order to maximize the existing inventory; outreach to those who are in encampments or on the streets to bring them into the network of providers and assistance; and survival assistance for households with dire needs.

Figure 11: Goals and Priorities, 2018-2022

Goals	Description	Strategic Priorities	Types of Eligible Activities	Priority Level
Affordable Housing	Maintain, enhance, and expand the supply of rental, homeownership, and special needs affordable housing for low income populations.	Rental Housing	Acquisition, rehabilitation, new construction of affordable rental units, including special needs housing	High
		Owner-occupied housing	Rehabilitation, new construction, and downpayment assistance for homeowners	High
Homeless Continuum of Care	Create a comprehensive Homeless Continuum of Care system that is responsive to the needs in our community.	Homeless Services and Systems*	Coordinated entry, multiple types of services, including non-federally funded projects	High
		Housing Assistance	Rapid rehousing, diversion, emergency shelter and other housing solutions, including non-federally funded projects	High
Land Acquisition	Acquisition of land to support Strategic Priorities	Land Acquisition*	Purchase of land for affordable housing, public facilities or infrastructure construction	High
Public Services	Provide essential public services for low income and	Public Services*	Social Services including youth services, veteran services, homeless services	High
Public Facilities and Infrastructure	Identify priority public facilities and infrastructure projects that serve low and moderate income populations throughout the county.	Infrastructure	Water and sewer renovation, sidewalks, accessibility	High
		Community Facilities Serving Homeless Populations*	Day center or community space for homeless populations	High
		Public Facility Improvements	Community parks, neighborhood facilities, facilities for persons with special needs	High
Economic Development	Provision of training and small business education and training programs.	Business Assistance and Training	Start-up business training program for low income individuals and microenterprises	Medium
		Special Economic Development	Economic development, job training, commercial rehabilitation, and technical assistance to businesses	Medium
General Administration	Planning and administrative activity			Required

* Indicates that the Strategic Priority may support more than one Goal.

Notes:

- Urban County CDBG programs will serve low income residents throughout the county in all cities and towns except Olympia.
- Olympia CDBG programs will serve low income residents in Olympia.
- HOME program Funding will be available throughout Thurston County.
- Final project activities are determined respectively by the Board of County Commissioners and the City of Olympia Council.

CDBG funds can be used to purchase property, termed “**land acquisition**,” for any CDBG-eligible purpose that is clearly specified by the jurisdiction. Examples include purchasing land for a park or for commercial purposes, buying a building for a homeless shelter or to provide affordable rental housing, acquiring a deteriorated building for demolition, and purchasing permanent easements for water/sewer lines, streets, and utilities.

Each potential land acquisition project must be selected with a clearly stated end use, clearly defined beneficiaries, and must be qualified under a specific national objective. HOME funding may be used for land acquisition only under very specific circumstances, and development must occur within 12 months of the purchase.

Public Facilities and Infrastructure projects develop and repair public facilities that support low-income housing or neighborhoods. These projects can include new or repaired sewer lines, water systems, sidewalks, and other public utilities. Public Facilities can also include the new construction or the rehabilitation of facilities that serve predominantly low-income people, including community and youth centers and homeless shelters.

Public Services projects can support a wide range of services to assist low-income individuals and households to become stable and self-sufficient. This category of funding can support operations and maintenance costs for service as well as direct service delivery. These services can include food and nutrition programs, programs for seniors or youth, crisis centers, mental health programs, and domestic violence prevention programs.

Economic Development activities will fund a range of activities that provide economic opportunity and support the creation of jobs, principally for low- and moderate-income people. These activities include support for small and “micro” businesses, including training, technical assistance, and direct loans to support new small businesses

The region’s CDBG and HOME programs will receive an estimated \$2.5 million over the next five years to address the strategic goals.

and entrepreneurs. Funding can also be used to support a community planning process to expand economic opportunity.

Projects for 2018

An inter-jurisdictional group, including representatives from Thurston County, Lacey, Tumwater, Yelm, Rainier, Tenino, and Bucoda, have established a decision-making model for the Urban County CDBG program.

The HOME Consortium is an eight-member advisory board responsible for making county housing funding and policy recommendations. The Consortium is comprised of public elected officials from Bucoda, Olympia, Lacey, Rainier, Tenino, Tumwater, Yelm, and Thurston County, and is an advisory board to the county Board of Commissioners.

The HOME Consortium and the Urban County CDBG program have selected the projects in Figure 12, on the following page, for funding in 2018. Thurston County has \$3,661,531 in additional non-federal leverage monies for homeless services and affordable housing.

Regional Consolidated Plan

Additional information about these projects can be found in the full 2018-2022 Consolidated Plan, available on the websites of Thurston County and Olympia. The Consolidated Plan also provides information on the other sources of funds that the region receives to address homelessness and provide affordable housing for low-income persons and families, as well as a more detailed assessment of countywide needs.



Figure 12: Draft 2018 Annual Action Plan for CDBG and Home Proposed Activities

Goals	Strategic Priorities	Proposed Activities	Estimated Funding Level	Funding Source
Affordable Housing	Rental Housing	Homes First (Housing purchase and renovation)	\$457,629	CDBG—Urban County
		Union Gospel Mission (Genesis Acres Sewer)	\$237,244	
		Family Support Center (Westside Housing Project)	\$300,000	CDBG—Olympia
		Homes First (CHDO) (Housing purchase and renovation)	\$119,595	HOME—CHDO
		Homes First (Housing purchase and renovation)	\$298,989	HOME
	Owner-occupied housing	Habitat for Humanity (Deyoe Vista homeownership)	\$298,989	
Homeless Continuum of Care	Homeless Services and Systems*	Interfaith Works (Community Care Center)	\$32,236	CDBG—Urban County
	Housing Assistance	Day Center Staffing (Provider TBA)	\$45,000	CDBG—Olympia
Land	Land Acquisition*			
Public Services	Public Services*	Tumwater Boys & Girls Club (Scholarships)	\$25,822	CDBG—Urban County
		TOGETHER! (Community Schools)	\$92,699	
		Catholic Community Services (Community Kitchen)	\$25,694	
		City of Olympia (Downtown Ambassador Program)	\$55,000	CDBG—Olympia
Public Facilities and Infrastructure	Infrastructure			
	Community Facilities Serving Homeless Populations*	Community Center (new day center – partner TBA)	\$400,000	CDBG—Olympia
	Public Facility Improvements	Family Education and Support Services (Resilience Center)	\$120,000	CDBG—Urban County
Economic Development	Business Assistance and Training	Enterprise for Equity (Micro-enterprise training program)	\$20,000	CDBG—Olympia
		Joint Business Training Program (Thurston Economic Development Council & Olympia Downtown Alliance)	\$30,000	CDBG—Olympia
	Special Economic Development	Downtown Safety Projects (Olympia Downtown Alliance)	\$50,000	CDBG—Olympia
General Administration		Thurston County	\$243,767	CDBG—Urban County
		City of Olympia	\$100,000	CDBG—Olympia

* Indicates that the Strategic Priority may support more than one Goal.

Notes:

- Urban County CDBG programs will serve low income residents throughout the county in all cities and towns except Olympia.
- Olympia CDBG programs will serve low income residents in Olympia.
- HOME program Funding will be available throughout Thurston County.
- Final project activities are determined respectively by the Board of County Commissioners and the City of Olympia Council.

Thurston County

Thurston County Commissioners
District 1 **John Hutchings, Vice-Chair**
District 2 **Gary Edwards**
District 3 **Bud Blake, Chair**

Public Health & Social Services
Director **Schelli Slaughter**

Housing and Community Renewal Program
Housing Program Manager **Gary Aden**

City of Olympia

City of Olympia Council
Position 1 **Cheryl Selby Mayor**
Position 2 **Jessica Bateman**
Position 3 **Nathaniel Jones, Mayor Pro Tem**
Position 4 **Clark Gilman**
Position 5 **Lisa Parshley**
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A CITIZEN'S SUMMARY OF THE 2018-2022 CONSOLIDATED PLAN

Prioritizing HOME and Community Development Block Grant Resources

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www.olympiawa.gov

Urban County CDBG Program
HOME Consortium
2000 Lakeridge Dr. SW
Olympia, WA 98502
www.co.thurston.wa.gov





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2018-2022 THURSTON COUNTY AND OLYMPIA REGIONAL CONSOLIDATED PLAN

Prioritizing HOME and Community Development Block Grant Resources

May 2018

Table of Contents

Executive Summary.....	5
ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)	5
The Process	10
PR-05 Lead & Responsible Agencies - 24 CFR 91.200(b).....	10
PR-10 Consultation - 91.100, 91.200(b), 91.215(l)	12
PR-15 Citizen Participation - 91.105, 91.200 (c).....	28
Citizen Participation Plan.....	28
Purpose of the Citizen Participation Plan	28
Anti-Displacement and Anti-Relocation Plan.....	29
How Citizens Can Participate	29
Citizen Participation Requirements	30
Technical Assistance	32
Public Education.....	32
Public Hearings/Public Notices	33
Substantial Amendments to the Consolidated Plan, the Annual Action Plan, or the AFH	34
Distribution of Funds	35
Citizen Participation Advisory Group	35
Public Complaints/Grievances	35
Needs Assessment	37
NA-05 Overview	37
NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)	38
NA-15 Disproportionately Greater Need: Housing Problems - 91.205(b) (2).....	48
NA-20 Disproportionately Greater Need: Severe Housing Problems: 91.205 (b) (2)	52
NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.205 (b) (2).....	56
NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)	58
NA-35 Public Housing - 91.205 (b)	60
NA-40 Homeless Needs Assessment - 91.205 (c).....	65

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d).....	70
NA-50 Non-Housing Community Development Needs - 91.215 (f).....	73
Housing Market Analysis.....	79
MA-05 Overview	79
MA-10 Housing Market Analysis: Number of Housing Units - 91.210(a)&(b)(2).....	81
MA-15 Housing Market Analysis: Cost of Housing - 91.210(a).....	86
MA-20 Housing Market Analysis: Condition of Housing - 91.210(a).....	89
MA-25 Public and Assisted Housing - 91.210(b).....	93
MA-30 Homeless Facilities and Services - 91.210(c).....	95
MA-35 Special Needs Facilities and Services - 91.210(d).....	97
MA-40 Barriers to Affordable Housing - 91.210(e).....	99
MA-45 Non-Housing Community Development Assets - 91.215 (f).....	100
MA-50 Needs and Market Analysis Discussion.....	107
Strategic Plan	108
SP-05 Overview	108
SP-10 Geographic Priorities - 91.215(a)(1)	110
SP-25 Priority Needs - 91.215(a)(2).....	111
SP-30 Influence of Market Conditions - 91.215 (b).....	116
SP-55 Strategic Plan Barriers to Affordable Housing - 91.215(h).....	135
SP-60 Homelessness Strategy - 91.215(d)	137
SP-65 Lead-based Paint Hazards - 91.215(i)	140
SP-70 Anti-Poverty Strategy - 91.215(j)	142
SP-80 Monitoring - 91.230	145
Urban County CDBG Program.....	145
.....	156



Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan is a planning document required by the U.S. Department of Housing and Urban Development (HUD) to be submitted every three to five years by all jurisdictions that receive Community Development Block Grant (CDBG) program and HOME funds. The Consolidated Plan identifies housing, homeless and community development needs, and determines strategic priorities for the use of CDBG and HOME funds over the ensuing plan period.

The City of Olympia Community Planning and Development Department (CPD) and the Thurston County Housing and Community Renewal Program are the lead entities responsible for overseeing the development and administration of the *2018-2022 Regional Consolidated Plan*. Thurston County and Olympia are again submitting a combined regional plan for CDBG and HOME funding. The City of Olympia has a CDBG entitlement, separate from the County. Thurston County became eligible as an “Urban County” to receive a CDBG entitlement since October 2012 when HUD has determined that the population numbers qualified Thurston County plus the cities of Lacey, Tumwater, Rainier, Yelm, Tenino and the Town of Bucoda as an Urban County, eligible to receive directly CDBG Entitlement Funds. Thurston County also receives HOME funding, which is included automatically for the Urban County region. The Urban County has entered into an interlocal agreement with the City of Olympia as a HOME Consortium, to allow HOME funds to be utilized countywide in all jurisdictions. Thurston County is considered the Participating Jurisdiction under HOME Program rules. HUD requires the needs assessment data for regional Consolidated Plans to be presented for the entire county, not segregated by jurisdiction.

This plan is the result of a nine-month planning process that examined the needs and resources of unincorporated Thurston County and the cities of Olympia, Lacey, Tumwater, Rainier, Tenino, and Yelm and the Town of Bucoda. During the process, we consulted with our community partners, other stakeholders and members of the public. The planning process brought together citizens, social service organizations, businesses, faith communities, and elected officials to review the region’s current and future housing and community development needs and develop updated priorities.

2. Summary of the objectives and outcomes identified in the Plan

The Thurston County *2018-2022 Regional Consolidated Plan* identifies the development of viable communities by the provision of decent housing, a suitable living environment and the expansion of

economic opportunity. Through the housing needs analysis, input from the citizen survey, and other consultation with community partners, Thurston County and the City of Olympia have developed a proposed strategic plan with six priorities for the use of CDBG and HOME funds.

The six strategic goals provide a framework for the annual Action Plans, which identify specific activities to be funded each year. The goals are:

- **Affordable Housing:** Maintain, enhance, and expand the supply of rental, homeownership, and special needs Affordable Housing for-low income populations;
- **Economic Development:** Identify and create opportunities for Economic Development programs that principally benefit low-income people;
- **Public Facilities and Infrastructure:** Identify priority projects that serve low-income populations throughout the county;
- **Social Services:** Provide essential social services, termed Public Services for low-income and special needs populations;
- **Homeless Continuum of Care:** Create a comprehensive Homeless Continuum-of-Care system that is responsive to the needs in our community (County-only strategy for non-federal HOME funds); and
- **Land Acquisition:** The Acquisition of land to support the development of new affordable housing, public facilities, infrastructure, or other CDBG-eligible activities to meet the needs of low-income residents.

Strategic goals are broad in nature and are specifically designed to address all needs identified in the Consolidated Plan. Each year these strategies will be used as the framework from which to identify the specific activities to be pursued and shall be presented in an annual Action Plan.

3. Evaluation of past performance

The goals and priorities selected for the 2018-2022 Consolidated Plan are informed by the activities and performance of projects selected by Thurston County and the City of Olympia during the 2013-2017 program years. Strong-performing activities that were funded illustrate the types of activities Thurston County and the City of Olympia intended to fund. Examples of these activities include:

- **Public infrastructure projects,** such as construction and repair of sidewalks, water lines, and recreational facilities.
- **Affordable housing projects,** including acquisition and rehabilitation of multi-family rental properties, homeowner repair programs, and new construction of single-family homes.
- **Public services activities,** including support for homeless services, youth scholarships, and services for low-income veterans.

- **Economic development activities**, such as micro-enterprise and small business training and support.
- **Public facility projects** such as community centers that support homeless services, food distribution, as well as public infrastructure projects that provide ADA sidewalks, sewer extensions and water lines, as examples.

Homeless Continuum of Care services were funded through non-federal sources to provide rapid rehousing, emergency shelter beds, diversion, transitional housing, and permanent supportive housing through a developing coordinated entry system.

4. Summary of citizen participation process and consultation process

We encouraged participation from citizens, agencies, advocacy groups, nonprofit organizations, faith communities, businesses and other stakeholders concerned with housing, homelessness and community development in Thurston County throughout the planning process. Highlights of the process include:

- Conducting a survey of stakeholders and citizens to gauge perceptions of challenges, needs and priorities for the use of CDBG and HOME funds. The survey was open from November 20, 2017 through January 1, 2018;
- Holding public hearings in April and June 2018; and
- Conducting a 30-day public comment period from May 23 to June 23, 2018 for Olympia, and June 1 through 30, 2018 for Thurston County.

5. Summary of public comments

This section will be written following the 30 day public comment period

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be written following the 30 day public comment period

7. Summary

The 2018-2022 Consolidated Plan was developed to be consistent with and support the HUD goals identified in Title 1 of the Housing and Community Development Act of 1974, as amended. All program activities and strategies discussed in the 2018-2022 Consolidated Plan are designed to further these goals and address the most critical affordable housing, homeless and community development needs in Thurston County. Recipients of CDBG, HOME and other federal funding must adopt one or more federal performance objectives and outcome categories. To meet one of the national objectives for CDBG funding, an activity must:

- **Low/Moderate Income:** Benefit low- or moderate-income persons;
- **Slum/Blight:** Prevent or elimination of slums or blight; or
- **Urgent Need:** Meet a particularly urgent community development need.

Outcome categories improve:

- **Availability or accessibility** of housing units or services;
- **Affordability** not just for housing but also of other services; and
- **Sustainability** by promoting viable communities.

The CDBG program provides funding to state and local governments for projects and activities that principally benefit low- to moderate-income people. This HUD program helps local governments develop viable urban communities by providing adequate supplies of affordable housing, a healthy living environment, and economic opportunities.

CDBG funds are some of the most flexible resources available to local governments. Communities can use CDBG funds for a wide range of activities such as rehabilitating single-family homes and apartment buildings, building community centers and public facilities, constructing water and sewer lines, supporting economic development, and providing vital social services. The fundamental philosophy of CDBG is the belief that local elected officials are best positioned to identify and prioritize local needs and to effectively allocate funding to address those needs.

HOME provides formula grants to build, buy, and/or rehabilitate affordable rental or owner-occupied housing, or provide direct rental assistance to low-income people. Communities can use HOME funds for new construction, rental assistance, and homeowner assistance.

Together, the City and the County have produced a single consolidated plan covers all of Thurston County for the CDBG and HOME programs:

- CDBG needs and funding for unincorporated Thurston County and the cities of Tenino, Yelm, Rainier, Lacey, and Tumwater and the Town of Bucoda.
- City of Olympia CDBG needs and funding.
- HOME needs and funding for all of Thurston County.

The required elements of the Consolidated Plan include:

- **Needs Assessment** An assessment of housing, homeless, and community development needs;
- **Housing Analysis** An analysis of the region's housing market;
- **Strategy Overview** A discussion of the region's strategies, priority needs, and objectives for CDBG funded activities; and

- **Annual Action Plans** for the first year of the Five-Year Plan period that describe the method for distributing funds to carry out activities in support of the strategic plan during the first year. This Consolidated Plan includes two Action Plans, one describing how the Urban County region will use CDBG funds, and one describing how Olympia will use the funds during the first year.

The Consolidated Plan will be presented to HUD on July 15, 2018. The 2018 program year will begin on September 1, 2018.

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The Process

PR-05 Lead & Responsible Agencies - 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	THURSTON COUNTY	
CDBG Administrator	THURSTON COUNTY	Public Health and Social Services
HOPWA Administrator		
HOME Administrator	THURSTON COUNTY	Public Health and Social Services
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The city of Olympia Community Planning and Development Department (CPD) and the Thurston County Housing and Community Renewal Program are the lead entities responsible for overseeing the development and administration of the 2018-2022 Regional Consolidated Plan. CPD's mission is to protect and enhance quality of life, sustainability, and safety through our plans, regulations, and programs. The mission of the Thurston County housing and community renewal program is to create and preserve decent affordable housing; end homelessness; and provide capital investments which improve the viability, livability, and economic stability of Thurston County communities, particularly low- and moderate-income communities.

Thurston County and Olympia are again submitting a combined regional plan for CDBG and HOME funding. HUD determined in October of 2012 that Thurston County plus the cities of Lacey, Tumwater, Rainier, Yelm, Tenino and the Town of Bucoda are designated an Urban County – i.e., eligible to receive directly from CDBG Entitlement Funds. HOME funding is included automatically for Urban County region. The Urban County has entered into an interlocal agreement with the city of Olympia as a HOME Consortium, to allow HOME funds to be used countywide in all jurisdictions. Thurston County is considered the Participating Jurisdiction under HOME program rules.

Consolidated Plan Public Contact Information

For questions about the CDBG and HOME programs or the Consolidated Plan, please contact:

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PR-10 Consultation - 91.100, 91.200(b), 91.215(I)

1. Introduction

As part of the Consolidated Plan development process, federal regulations (24 CFR 91.200(b), 91.215(i)) include the requirement that a jurisdiction consult extensively with community service providers, other jurisdictions, and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. The following governmental and nonprofit organizations were consulted on priority housing, homeless and community development needs in Thurston County. Consultation activities included the survey; reviews of published studies, reports and plans; follow-up conversations to gather additional data and/or requests to review relevant portions of the draft 2018-2022 Regional Consolidated Plan during the public comment period.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Thurston County and the City of Olympia consulted with the following agencies/organizations in preparing the Consolidated Plan:

Governments: Washington State agencies, federal agencies, Pierce County, and the cities of Lacey, Tumwater, Yelm, Bucoda, Rainier, and Tenino.

Assisted Housing Providers: Panza, Family Support Center, Housing Authority of Thurston County, Community Action Council, South Puget Sound Habitat for Humanity, Low Income Housing Institute.

Health Service Organizations: Behavioral Health Resources, Capital Clubhouse, Pierce County AIDS Foundation.

Social Service Organizations: Community Youth Services, Together!, Interfaith Works, Olympia Union Gospel Mission, Out of the Woods, Bread and Roses, SafePlace Olympia, Salvation Army, Senior Services for South Sound, Thurston County Food Bank, Washington State Coalition Against Domestic Violence, Yelm Community Services.

Economic Development Organizations: Thurston County Economic Development Council, Olympia Downtown Alliance.

Both the City of Olympia and Thurston County have created Homeless Coordinator positions, to develop and implement strategic homeless plans. The City's Homeless Coordinator is working closely with the City Council and other stakeholders to develop a Homeless Plan. Thurston County is working to fill this position, which has been vacant for one year, as the county seeks to shift the Homeless Coordinator

from a contractor to county employee. The respective goals of these two Coordinators will reflect the unique challenges to each jurisdiction as well as to maximize cooperation between the county and the City. The shared regional goals will be to strengthen the network of housing, shelter and social service providers; maximize access to fiscal and other resources; mitigate negative impacts to neighborhoods and business districts; and, foremost to meet the needs of homeless individuals and those at risk of homelessness.

Lastly, Thurston County and the City of Olympia encourage and accept funding applications from housing, health care, economic development, mental health, and social service providers through annual Action Plan processes. Funded activities must address one or more regional strategic goals.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

Significant aspects of the Consolidated Plan development process included consultation with the Washington State Department of Commerce (the agency which manages the Balance of State Continuum of Care), City and County staff, as well as agencies and organizations that serve the region's residents. A widely-distributed survey identified priority needs and the level of need for various community development, housing, homeless, and economic development needs. Thurston County's Homeless Coordinator contributed to the research and writing of the Homeless Needs Assessment sections. The development of the Consolidated Plan also included active citizen and agency participation, as described later in the Citizen Participation section.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Thurston County participates in the Balance of State Continuum of Care, managed by the Washington State Department of Commerce (Commerce). This program includes all non-entitlement communities throughout the state (those that are not direct recipients of Continuum of Care funding from HUD). Thurston County agencies receiving approximately \$800,000 annually for a variety of services through the Balance of State CoC programs. Thurston County does not receive Emergency Shelter Grant (ESG) funds and instead receives an equivalent allocation in Consolidated Homeless Grant (CHG) funds. Each non-entitlement community occasionally receives an allocation from Commerce and other state funding to address homelessness within their communities. ESG is funded by the HUD Homeless Emergency Assistance and Rapid Transitions to Housing Act of 2009 (known as the HEARTH Act).

Thurston County's relationship to the Balance of State Continuum of Care is divided by program area. ESG, CHG, and other sources are contracted to Thurston County and is subcontracted to local providers for delivery to qualified households. HEARTH Act-governed activities (McKinney-Vento programs) are

directly contracted to local providers through HUD. HEARTH Act-required planning is conducted through a local representative elected by the community of providers and informs the Balance of State Continuum of Care Planning. In Thurston County the community of providers is the Housing Task Force.

The purpose of the ESG program is to provide homelessness prevention assistance to households that would otherwise become homeless, and to provide assistance to rapidly re-house persons who are experiencing homelessness. The funds provide for a variety of assistance, including short-term or medium-term Rental Assistance, Housing Search and Placement, and Housing Stability Case Management.

After receiving the funds, decisions about priorities and which Thurston County projects to support each year are made through community-based planning efforts that involve social service providers. All programs receiving Continuum of Care (c of C) funds are required to use the Homeless Management Information System (HMIS). This data-collection system is managed by Commerce staff, and all protocols and data standards are prescribed by the agency, based on HUD-mandated federal regulations.

Once Thurston County's Homeless Coordinator position is filled, the Coordinator will serve as the C of C Coordinator. This allows the Homeless Coordinator to take steps to synchronize countywide homeless prevention and assistance planning. The City's Homeless Coordinator will also participate in the C of C.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	THURSTON COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Thurston County is the lead agency for the Urban County CDBG program and the Participating Jurisdiction for HOME. Additionally, the county staffs the Homeless Coordinator position. As such, the County will take a lead role in coordinating between local governments, nonprofit agencies, businesses, and other stakeholders in addressing the needs of low- and moderate-income residents.
2	Agency/Group/Organization	OLYMPIA
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy Fair Housing

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Olympia is the lead agency for the Olympia CDBG program. As such, the City will take a lead role in coordinating between local governments, nonprofit agencies, businesses, and other stakeholders in addressing the needs of low- and moderate-income residents.
3	Agency/Group/Organization	CITY OF LACEY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives from Lacey serve on the HOME Consortium and the Health and Human Services Council. The City was invited to participate in the online survey, and to attend the public hearings. The City will continue to play a key role in planning and programs to address the needs of the region's low- and moderate-income residents.
4	Agency/Group/Organization	TUMWATER
	Agency/Group/Organization Type	Other government - Local

	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy</p>
	<p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Representatives from Tumwater serve on the HOME Consortium and the Health and Human Services Council. The City was invited to participate in f the online survey, and to attend the public hearings. The City will continue to play a key role in planning and programs to address the needs of the region's low- and moderate-income residents.</p>
5	<p>Agency/Group/Organization</p>	<p>YELM</p>
	<p>Agency/Group/Organization Type</p>	<p>Other government - Local</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy</p>
	<p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>A representative from Yelm serves on the HOME Consortium. The City was invited to participate in, the online survey, and to attend the public hearings. The City will continue to play a key role in planning and programs to address the needs of the region's low- and moderate-income residents.</p>

6	Agency/Group/Organization	CITY OF TENINO
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Tenino serves on the HOME Consortium. The City was invited to participate in, the online survey, and to attend the public hearings. The City will continue to play a key role in planning and programs to address the needs of the region's low- and moderate-income residents.
7	Agency/Group/Organization	BUCODA
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Bucoda serves on the HOME Consortium. The City was invited to participate in, the online survey, and to attend the public hearings. The City will continue to play a key role in planning and programs to address the needs of the region's low- and moderate-income residents.
8	Agency/Group/Organization	RAINIER
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Rainier serves on the HOME Consortium. The City was invited to participate in the online survey, and to attend the public hearings. The City will continue to play a key role in planning and programs to address the needs of the region's low- and moderate-income residents.
9	Agency/Group/Organization	BEHAVIORAL HEALTH RESOURCES
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Health Mental Health Services

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Mental Health Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was invited to participate in an online survey and attend the public hearings. As part of the institutional service delivery system addressing the needs of low- and moderate-income residents, the agency will continue to participate in planning and coordination efforts to best serve these populations.
10	Agency/Group/Organization	CATHOLIC COMMUNITY SERVICES
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was invited to participate in an online survey and attend the public hearings. As part of the institutional service delivery system addressing the needs of low- and moderate-income residents, the agency will continue to participate in planning and coordination efforts to best serve these populations.
11	Agency/Group/Organization	COMMUNITY ACTION COUNCIL OF LEWIS MASON AND THURSTON COUNTIES
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was invited to participate in an online survey and attend the public hearings. As part of the institutional service delivery system addressing the needs of low- and moderate-income residents, the agency will continue to participate in planning and coordination efforts to best serve these populations.
12	Agency/Group/Organization	Enterprise for Equity
	Agency/Group/Organization Type	Services-Education Microenterprise Training and Business Support
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was invited to participate in an online survey and attend the public hearings. As part of the institutional service delivery system addressing the needs of low- and moderate-income residents, the agency will continue to participate in planning and coordination efforts to best serve these populations.
13	Agency/Group/Organization	Family Support Center
	Agency/Group/Organization Type	Housing Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was invited to participate in a an online survey and attend the public hearings. As part of the institutional service delivery system addressing the needs of low- and moderate-income residents, the agency will continue to participate in planning and coordination efforts to best serve these populations.
14	Agency/Group/Organization	SOUTH PUGET SOUND HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was invited to participate in a, an online survey and attend the public hearings. As part of the institutional service delivery system addressing the needs of low- and moderate-income residents, the agency will continue to participate in planning and coordination efforts to best serve these populations.
15	Agency/Group/Organization	SafePlace Olympia
	Agency/Group/Organization Type	Services-Victims of Domestic Violence

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Housing and Services for Victims of Domestic Violence
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was invited to participate in a, an online survey and attend the public hearings. As part of the institutional service delivery system addressing the needs of low- and moderate-income residents, the agency will continue to participate in planning and coordination efforts to best serve these populations.
16	Agency/Group/Organization	Pierce County AIDS Foundation
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	HOPWA Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was invited to participate in an online survey and attend the public hearings. As part of the institutional service delivery system addressing the needs of low- and moderate-income residents, the agency will continue to participate in planning and coordination efforts to best serve these populations.
17	Agency/Group/Organization	HOUSING AUTHORITY OF THURSTON COUNTY
	Agency/Group/Organization Type	Housing PHA Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy

	<p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The agency was invited to participate in a, an online survey and attend the public hearings. As part of the institutional service delivery system addressing the needs of low- and moderate-income residents, the agency will continue to participate in planning and coordination efforts to best serve these populations.</p>
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Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The invitation to participate was broad and conducted through a variety of means to reach as many agencies and groups as possible. There was no decision to exclude any agency or group from the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

The invitation to participate was broad and conducted through a variety of means to reach as many agencies and groups as possible. There was no decision to exclude any agency or group from the consultation process.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Washington State Department of Commerce	Thurston County participates in the Balance of Washington State Continuum of Care (CoC). The Balance of Washington State CoC Steering Committee, supported by the Department of Commerce, manages an annual competition selecting and ranking projects in a consolidated application. The Committee's role includes overseeing the ongoing homeless planning process for the 33-county CoC, policy decision-making on the annual application process, advice to the state on statewide homeless planning and programming, and establishing priorities for activities to support the goals and strategies of the CoC.
Vitality Index	Thurston County Economic Development Council	The economic development goals overlap with the Economic Vitality Index, which is calculated on a monthly basis and is composed of five indicators which include: total residential building permits, initial unemployment claims, consumer sentiment, stocks of local interest, and U.S. securities yield spread. *Plan updated in January of 2018*
Capital Facilities Plan	Thurston County	The Capital Facilities Plan (CFP) is a six-year plan of capital infrastructure improvement projects with estimated dates and costs, and proposed methods of financing. The Plan is reviewed and updated annually, and each project listed in the CFP goes through a separate future approval and environmental review process. * in draft form http://www.co.thurston.wa.us/planning/cap-facilities-plan/cap_facilities_home.htm *

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
2012 Community Assessment	United Way of Thurston County	The United Way gathers quantitative and qualitative data on economic and social conditions in Thurston County. By utilizing a focus group approach, the United Way encourages discussion about many of the same goals shared by the Consolidated Plan.
Five-Year Homeless Housing Plan	Thurston County	The Consolidated Plan draws upon the five-year plan to end homelessness. The plan targets the creation of 690 units of low income and affordable housing by creating 150 homeless units, 200 affordable units, and providing 340 new housing rental assistance vouchers.
2016 Homeless Census Report	Thurston County and the HOME Consortium	The Consolidated Plan relied on data from the <u>Homeless Census Report</u> to determine priorities and goals. Annual homeless census results are reported to the state and federal governments to ensure a proportionate level of public funding for local shelters, transitional housing, and related supportive services. These numbers also help to create an accurate picture of homelessness in the region. Locally, census results are presented to all community stakeholders, concerned citizens, policy makers, funders, service providers, and the homeless themselves.
The Profile	Thurston County Regional Planning Council	The Profile is an annual compilation of statistics, trends, analyses and comparisons for Thurston County and its individual jurisdictions. The Consolidated Plan shares the goal of providing accessible data and analysis to HUD, the public, and the region’s decision makers.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

Narrative

The City of Olympia Community Planning and Development Department (Olympia CPD) and the Thurston County Housing and Community Renewal Program are the lead entities responsible for overseeing the development and administration of the *2018 -2022 Regional Consolidated Plan*. Olympia CPD’s mission is to protect and enhance our community’s quality of life, sustainability and public safety through comprehensive plans, development regulations and service programs. The mission of the County’s Housing and Community Renewal Program is to create and preserve decent affordable housing; end homelessness; and provide capital investments which improve the viability, livability, and economic stability of Thurston County communities, particularly low- and moderate-income

communities. The work is accomplished in partnership with the county's housing and social service providers and in cooperation with cities.

Thurston County and Olympia are again submitting a combined regional plan for CDBG and HOME funding. HUD has determined that as of October 2012, Thurston County plus the cities of Lacey, Tumwater, Rainier, Yelm, Tenino and the Town of Bucoda will be designated an Urban County, eligible to receive directly from CDBG Entitlement Funds. HOME funding will also be included "automatically" for the Urban County region. The Urban County has entered into an interlocal agreement with the City of Olympia as a HOME Consortium, to allow HOME funds to be utilized countywide in all jurisdictions. Thurston County is considered the Participating Jurisdiction under HOME Program rules. HUD requires the needs assessment data for regional Consolidated Plans to be presented for the entire county, not segregated by jurisdiction. Olympia-specific data is presented in Appendix E and may be of particular interest to Olympia stakeholders.

This plan is the result of a nine-month planning process during which we examined the needs and resources of unincorporated Thurston County and the cities of Olympia, Lacey, Tumwater, Rainier, Bucoda, Tenino, and Yelm. During the process, we consulted with our community partners and members of the public. The planning process brought together citizens, social service organizations, businesses, faith communities, and elected officials to review the region's current and future housing and community development needs and develop updated priorities.

PR-15 Citizen Participation - 91.105, 91.200 (c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Plan

Citizens and other stakeholders were encouraged to participate in the development of the 2017 Assessment of Fair Housing (AFH) and the planning and evaluation of the three federal programs addressed in this Consolidated Plan:

- Urban County CDBG Program, which includes Thurston County, Lacey, Tumwater, Yelm, Rainier, Bucoda, and Tenino;
- Thurston County HOME Program, which includes Thurston County, Olympia, Lacey, Tumwater, Yelm, Rainier, Bucoda, and Tenino; and
- City of Olympia CDBG Program, which is only for Olympia.

The City of Olympia and Thurston County have developed a joint Citizen Participation Plan. This plan describes how to access information about the programs, examine the draft plans and report documents, review and comment on proposed activities, and provide comments on performance evaluations of approved activities. Citizens are also encouraged to participate in program implementation and monitoring activities.

At this time, HUD has notified the County that required implementation of the the goals or recommendations of the AFH are delayed until 2022, however the County and City can include those AFH goals as part of this joint Consolidated Plan. As a joint plan, some elements of this plan will apply broadly to the AFH and all three programs. Other sections are more specific to a certain federal program or jurisdiction, as noted.

Purpose of the Citizen Participation Plan

The public planning process for the Consolidated Plan, the annual Action Plans, and the 2017 AFH provided key information to help citizens and other stakeholders understand how the proposed use of HOME and CDBG funds may impact them. This information includes:

- An assessment of needs;
- An outline of strategies;
- An identification of specific activities to be funded;
- Links each proposed activity to a federal CDBG national objective;

- An identification of intended beneficiaries;
- A clear identification of the benefit to low and moderate income persons; and
- An identification of all anticipated resources.

The general intent of these plans is to provide clear information to allow citizens and other stakeholders to understand how the City and County will invest these federal HOME and CDBG, and in particular to provide sufficient details to allow citizens and other stakeholders to understand how these programs might affect them.

Anti-Displacement and Anti-Relocation Plan

As part of the Citizen Participation Plan, the public will be advised about the County and City plans to limit the displacement of persons through the CDBG and HOME program activities, and the ways the jurisdictions will assist any persons who may be displaced. The Anti-Displacement and Anti-Relocation Plan is included under Appendix G.

How Citizens Can Participate

Table 21 provides an overview of how citizens can participate in the HOME and CDBG Programs and during the development of the AFH.

Table 21. How Citizens Can Participate in the HOME and CDBG Programs

Activity/Document	When Activity Begins	Public Comment Period	How to Participate and Access Documents
Consolidated Plan (Five-Year Strategic Plan)	Starts six months preceding the coming Consolidated Plan Public Comment Period	30 days	<ul style="list-style-type: none"> • Public hearing • Public community partner meetings • Documents online at www.co.thurston.wa.us or www.ci.olympia.wa.us • Documents available at Thurston County Court House and Olympia City Hall • Documents available at Timberland Libraries
Substantial Amendments	At any point during the	30 days	<ul style="list-style-type: none"> • Public hearing • Public community partner meetings • Documents online at

(Changes to the Consolidated Plan)	Consolidated Plan Period		<ul style="list-style-type: none"> • www.co.thurston.wa.us or www.ci.olympia.wa.us • Documents available at Thurston County Court House and Olympia City Hall • Documents available at Timberland Libraries
Annual Action Plan (Program Year Activity Overview)	Starts six month preceding the program year	15 days	<ul style="list-style-type: none"> • Public hearing • Public community partner meetings • Documents online at www.ci.olympia.wa.us • Documents available at City Hall • Documents available at Timberland Libraries
CAPER (Annual Report on all CDBG and HOME-funded activities)	November of each program year	15 days	<ul style="list-style-type: none"> • Public hearing • Public community partner meetings • Documents online at www.co.thurston.wa.us or www.ci.olympia.wa.us • Documents available at Thurston County Court House and Olympia City Hall • Documents available at Timberland Libraries
Assessment of Fair Housing (Five-year assessment)	Approximately 12 months before the start of the Consolidated Planning process	30 days	<ul style="list-style-type: none"> • Public hearing • Public community partner meetings • Documents online at: <ul style="list-style-type: none"> • www.co.thurston.wa.us or • www.ci.olympia.wa.us • www.hatc.org • Documents available at Thurston County Court House and Olympia City Hall • Documents available at Timberland Libraries

Citizen Participation Requirements

The Citizen Participation Plan is a required element of the Consolidated Plan for the CDBG Program, the HOME Program, and the AFH as specified by federal regulations that can be found at 24 CFR Part 91.105. These regulations define how Thurston County and Olympia will ensure and coordinate public access and public participation in the decision making process for the CDBG and HOME programs. The process includes providing opportunities for developing, reviewing and commenting on the draft Consolidated Plan, annual Action Plan, AFH, Consolidated Annual Performance Evaluation Report, and Citizen Participation Plan.

Additional regulations on the CDBG Program can be found at 24CFR Part 570, and regulations for the HOME Program can be found at 24 CFR Part 92.

The joint Citizen Participation Plan for Thurston County, the County HOME Consortium and the City of Olympia contains the following elements:

Public Participation

Thurston County and the City of Olympia encourages all residents, public agencies, and other stakeholders, specifically low- and moderate-income residents and residents of publically-assisted housing developments, to become involved and participate in the Consolidated Planning Process. Additionally other stakeholders such local and regional institutions, Continuums of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) are encouraged to participate.

Access to Meetings

The County and the City will provide adequate and timely notification of public meetings, and provide assistance to persons with disabilities and/or who are in need of special accommodations (see Public Hearing and Notices on the next page). A translator will be made available at all public meetings when a significant number of non-English speaking persons or interest groups notify the County or City at least seven days prior to a public hearing meeting.

Access to Information and Records

Citizens, public agencies, and other stakeholders will have reasonable and timely access to information and records relating to the Urban County's use of CDBG funding, the Home Consortium's use of HOME funds, and the City of Olympia's use of CDBG funds covered under the Consolidated Plan. HUD-provided data and supplemental information that Thurston County plans to incorporate into the AFH will be made available at the start of the public participation process, or as soon as feasible thereafter. The following documents are available for public review:

- HOME Federal Rules, Regulations, and Guidelines (24 CFR Part 92);
- CDBG Federal Rules, Regulations and Guidelines (24 CFR Part 570);
- *Prior* HOME Consolidated Plans (2003-2007 and 2008-2012);
- *Prior* Olympia CDBG Consolidated Plans (2005-2009 and 2010-2012);
- *Draft* HUD Consolidated Plan (2013-2017);
- Annual Action Plans for both County and City prior program years;
- Agencies request for proposals submitted for HOME and CDBG funding;
- Consolidated Annual Performance Evaluation Reports (CAPER) for both the County and the City of Olympia; and

- Public hearing records for both the County and the City of Olympia.
- *Draft Assessment of Fair Housing.*

The public will have the opportunity to provide verbal and written comments regarding program policies, proposed annual budget allotments, and funding priorities.

Thurston County Documents

Copies of the Consolidated Plan (and amendments), Citizen Participation Plan, annual Action Plan, AFH, and the annual CAPER are available at the following locations:

- County Board of Commissioners offices at the Thurston County Courthouse;
- Thurston County website at www.co.thurston.wa.us;
- Housing Authority of Thurston County; and
- Timberland Regional Library.

City of Olympia Documents

Copies of the Consolidated Plan (and amendments), Citizen Participation Plan, annual Action Plan, AFH, and the annual CAPER are available at the following locations:

- City of Olympia Housing Program at Olympia City Hall;
- City of Olympia's website at: www.ci.olympia.wa.us;
- Housing Authority of Thurston County; and
- Olympia Downtown Timberland Regional Library.

Technical Assistance

Upon request, technical assistance will be made available to groups representing low- and moderate-income persons to assist them in understanding the requirements for developing proposals under the Consolidated Plan or to comment on the AFH.

Public Education

Thurston County will actively strive to educate and publicly inform citizens on low-income housing and community development issues through the periodic promotion and sponsorship of public housing forums on affordable and homeless housing issues. The County and City will also utilize the following resources to keep the public informed:

- Community partner and other public meetings;
- Public access television announcements;

- Website updates;
- Direct emailed copies of documents and notices;
- Direct email to the County and City's Housing Programs' list of concerned citizens, organizations and other stakeholders; and
- Presentations at local meetings of related organizations including, but not limited to, the HOME Consortium and the Thurston County Housing Task Force.

Public Hearings/Public Notices

The purpose of public hearings is to encourage and provide opportunities for public comment on all phases of the planning process, which include identifying housing and community needs, strategies, and priorities; determining program funding levels; and evaluating program performance

During these public hearings, both the County and City will collect verbal and written comments on the draft Consolidated Plan, Substantial Amendments, annual Action Plan, AFH and the CAPER. Hearings will be accessible to people with disabilities. Legal notices for public hearings will encourage the participation of non-English speaking citizens, the disabled, and minorities. Where reasonable, and when requested seven days in advance, translation services for non-English speaking persons and assistive listening devices will be available. Persons needing special accommodations should contact the Thurston County or City of Olympia officials seven days prior to the hearing using the following contact information:

Thurston County Clerk of the Board

Telephone number (360) 786-5440

TDD number (360) 754-2933

City of Olympia Housing Program

Telephone (360) 753-8183

TTY (360) 753-8270 (during normal business hours to be connected via a text telephone machine) or use the Washington State Relay Service by dialing 711, or 1 (800) 833-6384.

cdbg@ci.olympia.wa.us

Number of Public Hearings

The County and the City will each hold a minimum of two public hearings during each program year, with additional public hearings for the Consolidated Plan and AFH held, as required.

Assessment of Fair Housing

Prior to the Consolidated Plan process, the County, the City, and Housing Authority of Thurston County held one public hearing on the draft AFH and held a 30 day public comment period. This public hearing solicited input from the community on AFH-related data and affirmatively furthering fair housing in the County's community development programs.

Plans – Consolidated Plan and Annual Action Plan Hearing

The first public hearing will be held prior to the start of the Consolidated Plan period to offer the draft Consolidated Plan for comment. This hearing will also provide an opportunity to comment on the AFH goals or recommendations, the first year of the Consolidated Plan period, which is the first annual Action Plan for that Consolidated Plan period. This hearing will be held in late spring to allow for the timely submission of the Consolidated Plan and/or the annual Action Plan 45 days prior to the start of the coming program year, which occurs on or before July 15.

Annual Report – CAPER Public Hearing

The second public hearing will occur during the month of November, timed to allow for the submission of the annual CAPER report 45 days following the completion of the program year on or before November 15. This public hearing will discuss the performance of the program, year-end fiscal and narrative summaries of activity, and will provide information on housing and community development needs and proposed activities.

Record of Public Comments

A summary of the public comments along with the County's and City's responses will be incorporated into the Consolidated Plan, annual Action Plan, AFH, and CAPER, whichever is appropriate. The public comment period for the Consolidated Plan, Annual Action Plan, AFH, and CAPER will be thirty days, and may run concurrent with the public notice date. Notices of public hearings will be published in the legal section of the Olympian Newspaper at least thirty days prior to the date of the hearing. All proposed substantial amendment changes to the Consolidated Plan and/or annual Action Plan will adhere to the same public notice and public hearing requirements.

Substantial Amendments to the Consolidated Plan, the Annual Action Plan, or the AFH

The County and the City can amend the five year Consolidated Plan, the annual Action Plan, and the AFH after adoption by following the process in their published Citizen Participation Plan for making changes. If a change is *not* considered a substantial amendment, the County and the City can follow the public process for the annual Action Plan to allow for review and approval to changes that will then be reported in that program year's annual report, the CAPER.

If the change is determined to have a more significant impact, the County and the City must follow the public process for a substantial amendment. Changes to the Five Year Consolidated Plan, the one year

annual Action Plan, or the AFH are considered a substantial amendment if the proposed change in the use of either HOME or CDBG funds meets the following criteria:

- A change in allocation priorities, which is considered a change of federal funds awarded to a project of greater than 30 percent or \$30,000, whichever is greater;
- A change in the method of distribution of funds;
- A change in the general location of activities;
- A major change in the scope of an activity;
- The addition or deletion of a specific activity;
- A change in the beneficiaries of an activities; or
- A material change that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances.

All substantial amendments will be subject to the same citizen participation requirements as outlined in the chart above.

Distribution of Funds

The distribution of HOME and CDBG funds and implementation of program activities will be performed by sub-recipient/contractor organizations selected through a competitive and open request for proposal process. The Urban County CDBG program, the Thurston County HOME Program and the Olympia CDBG will strategically target funds to meet prioritized needs consistent with the goals and strategies identified in the Consolidated Plan and annual Action Plan. Proposals will be solicited annually, following the County's and the City's receipt of its annual allocations from HUD. Funding decisions and awards will be determined through an open and evaluative assessment of the organization's experience, costs, and the administrative and organizational capacity for delivering services.

The County and City may refine their public request for proposals process during the Consolidated Plan period. All changes to the schedule, format or other aspects of the request for proposals process will be subject to the open meetings act and/or public notice.

Citizen Participation Advisory Group

Section 104(a)(3) of the Housing and Community Development Act of 1974 requires that residents have an advisory role in planning, implementing and assessment of community development programs. An advisory group (which may be an existing community organization) will convene at least once a year to provide input in the planning, implementation and evaluation of the Urban County CDBG, the HOME Program and the City of Olympia CDBG Program. Both the City and County participate in the Regional Housing Action Team and the Homeless Housing Hub which provide input on the CDBG and HOME Programs.

Public Complaints/Grievances

A complaint pertaining to the Consolidated Plan, annual Action Plan, AFH, any plan amendments, and/or the annual CAPER report may be submitted to:

Thurston County Housing and Community Renewal Program

412 Lilly Road NE, Olympia, WA, 98506.

adeng@co.thurston.wa.us

City of Olympia Housing Program

Olympia City Hall, 601 4th Avenue East, Olympia, WA 98501

cdbg@ci.olympia.wa.us

Staff will review the complaint and will provide a response within a period of 15 working days of receipt of the complaint.

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Housing Needs: Housing needs were determined by analyzing housing problems by income level, tenure, and households with special needs. The Consolidated Plan uses the Comprehensive Housing Affordability Strategy (CHAS) data developed by the Census Bureau for HUD. CHAS data is based on the 2010-2014 American Community Survey (ACS) Census and analyzes households with one or more housing problems (those experiencing overcrowding, or lacking adequate kitchen or plumbing facilities), and those experiencing cost burden (paying more than 30 percent of household income for housing costs) and extreme cost burden (spending more than 50 percent of household income for housing costs). The number and types of households needing assistance include those in the racial and ethnic groups identifying as African American, American Indian/Alaska Native, Asian, Hispanic, and Pacific Islander.

Population Increase: Thurston County had a significant population increase from 2010-2016 of 9.3 percent (US Census Bureau). For comparison, statewide population growth was 8.4 percent during that same period. Populations of surrounding counties increased by only two percent (Lewis and Mason County). This rate of growth is expected to continue. The state Office of Financial Management forecasts that the county population will increase by almost 40 percent — an additional 104,388 people — by the year 2040. More than three-quarters of the population increase in Thurston County during the last decade can be attributed to the migration of people into the county.

Income: In 2016, Thurston County's median household income was \$63,286, according to estimates by the Washington State Office of Financial Management. Thurston County was estimated to have the fifth highest median household income of all counties in Washington in 2016 behind King, Snohomish, Clark, and Kitsap Counties. However, Thurston County's median household income remains lower than that of Washington State as a whole, and its unemployment rate remains higher.

Homelessness: Final results of the 2018 Thurston County Homeless Census showed 835 people experiencing homelessness, a radical 56% increase over 2017's count of 534 people, the Thurston County Homeless Census of 2018 shows an increase of 55 percent (301 people) since 2017 and a 26 percent increase (171 people) since the 664 people revealed in the 2013 point-in-time (PIT) Homeless Census, which was the first year of the prior Consolidated Plan. The 2018 Homeless Census showed the largest portion reported being unsheltered – 320 of the 835. Once these numbers are certified, this would be the second highest count since 2006 when the state began to require an annual census of homeless citizens.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Housing needs can be determined by analyzing housing problems by income level, tenure, and households with special needs. The Consolidated Plan uses the demographic data supplied by HUD's Community Planning and Development Department (CPD). CPD data is based on the 2009-2013 ACS and analyzes households with housing problems such as those experiencing cost burden (paying more than 30 percent of household income for housing costs) and extreme cost burden (spending more than 50 percent of household income for housing costs). Priorities were established for housing needs based in part on this housing needs assessment.

Housing Affordability Another factor affecting affordability is the type of unit available. Multifamily units and mobile homes are typically more accessible than detached single-family homes to people with low income. There are 19 low-income-housing apartment complexes in Olympia that contain 1,910 affordable apartments for rent. There are 1,773 other low-income apartments that do not have rental assistance but are still considered affordable housing for low-income families.

Percentage of Renter Households Data from the recent 2017 Thurston County Assessment of Fair Housing shows that renter households are trending upwards in the urban hub. While the Thurston County average is 35 percent renter households, there are 45 percent renter households in Tumwater, 47 percent renter households in Lacey and 52 percent renter households in Olympia. Additionally, according to the 2015 ACS, just over 52 percent of housing units are occupied by renters with the same percentage of renters being cost-burdened.

Rental Rates for the rental market often outpace the rate of inflation. The median rent in Thurston County is \$1,089, and the median home value is \$242,900. Since 2010, the average rent has increased for Thurston County. According to the Thurston Regional Planning Commission (TRPC) data, average rent increased from \$900 to approximately \$1,050 in only two years. The current cost of rent is very close to average rents in Pierce County, which has a population of approximately 860,000 compared to Thurston County's much smaller population of about 270,000.

Vacancy Rates The vacancy rate for apartments in Thurston County was 2.7 percent in 2017, which is lower than King, Kitsap, and Pierce Counties. Anecdotally, low-cost housing (meaning rents affordable to unassisted households at or below 50 percent of the median family income) has an even tighter vacancy rate. Thurston County has continuously had one of the lowest apartment vacancy rates when compared to adjacent metropolitan counties. Though apartment vacancy rates vary by year, there has been an overall decline since 2010. In 2017, single-bedroom apartments had a 2.5 percent vacancy rate, and two-bedroom apartments had a 2.7 percent vacancy rate.

From 2000-2009, the vacancy rates for one- and two-bedroom apartments were 2.2 and 2.4 percent respectively. By comparison, from 2010 on (approximately 2017), vacancy rates for one- and two-bedroom apartments fell to 0.3 and 0.6 percent respectively.

Poverty Rates According to ACS 2012-16 data, the poverty rate for Thurston County is 12 percent, and 5.7 percent of the population has income below 50 percent of the poverty level. Cities, towns, and designated places with the highest percent of poverty rate are Bucoda (44 percent), Ground Mound (32 percent), North Yelm (19 percent), and Tenino (18 percent). Two tribal reservations located in the county are experiencing high poverty rates as well. The Chehalis Tribal Reservation reports a 30 percent poverty rate and the Nisqually Tribal Reservation reports 23 percent.

Fair Housing Issues As referenced in the Draft 2017 Assessment of Fair Housing Report, Thurston County has no HUD defined Racially/Ethnically Concentrated Areas of Poverty. However, AFH research shows there are a number of concentrated areas of poverty and growing concentrations of racial and ethnic diversity as well as higher than average levels of poverty among single mothers, female-headed households, people of color, and people with disabilities.

Housing in the Urban Hub Olympia, Lacey, and Tumwater have more people and housing than their neighboring communities in Thurston County. They also have more rental housing units that are affordable and available for residents earning up to 80 percent AMI. However, the aforementioned cities have fewer rental housing units that are both affordable and available for residents who earn up to 30 percent AMI.

Demographics	Base Year: 2000	Most Recent Year: 2013	% Change
Population	249,869	256,080	2%
Households	106,390	100,801	-5%
Median Income	\$64,609	\$65,302	1%

Table 4 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2009-2013 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	10,480	8,510	14,375	9,255	58,165
Small Family Households	3,190	2,549	5,485	3,525	30,045
Large Family Households	509	569	1,082	864	3,827
Household contains at least one person 62-74 years of age	1,689	1,799	2,836	1,953	12,424
Household contains at least one person age 75 or older	1,337	1,682	2,105	1,333	3,988
Households with one or more children 6 years old or younger	1,740	1,369	2,996	1,503	6,185

Table 5 - Total Households Table

Data Source: 2009-2013 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	194	185	185	170	734	39	123	0	85	247
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	15	60	180	0	255	0	0	15	14	29
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	190	285	160	75	710	74	95	248	75	492
Housing cost burden greater than 50% of income (and none of the above problems)	3,898	2,124	870	15	6,907	2,789	1,284	1,580	608	6,261

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	414	1,760	3,574	899	6,647	328	837	2,032	1,740	4,937
Zero/negative Income (and none of the above problems)	713	0	0	0	713	383	0	0	0	383

Table 6 – Housing Problems Table

Data 2009-2013 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	4,277	2,659	1,395	265	8,596	2,899	1,498	1,854	778	7,029
Having none of four housing problems	1,294	2,209	6,009	3,194	12,706	915	2,149	5,134	5,035	13,233
Household has negative income, but none of the other housing problems	713	0	0	0	713	383	0	0	0	383

Table 7 – Housing Problems 2

Data 2009-2013 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,559	1,754	2,160	5,473	1,101	517	1,562	3,180
Large Related	285	369	275	929	148	163	293	604
Elderly	774	943	733	2,450	1,271	1,080	1,205	3,556
Other	1,932	1,234	1,484	4,650	683	499	608	1,790
Total need by income	4,550	4,300	4,652	13,502	3,203	2,259	3,668	9,130

Table 8 – Cost Burden > 30%

Data 2009-2013 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,399	829	380	2,608	1,054	309	744	2,107
Large Related	250	275	35	560	144	104	120	368
Elderly	639	629	210	1,478	1,067	621	507	2,195
Other	1,798	670	245	2,713	603	322	253	1,178
Total need by income	4,086	2,403	870	7,359	2,868	1,356	1,624	5,848

Table 9 – Cost Burden > 50%

Data 2009-2013 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	185	345	240	50	820	74	124	180	70	448
Multiple, unrelated family households	20	0	0	25	45	0	0	83	18	101

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	0	0	110	0	110	0	0	0	0	0
Total need by income	205	345	350	75	975	74	124	263	88	549

Table 10 – Crowding Information – 1/2

Data Source: 2009-2013 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 11 – Crowding Information – 2/2

Data Source:
Comments:

Describe the number and type of single person households in need of housing assistance.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Twenty five percent of respondents to the 2018 Point in Time count (128 individuals) reported that being a domestic violence victim was a causal factor in their homelessness. SafePlace, the only advocacy agency and shelter for victims of domestic violence in Olympia and Thurston County, sheltered a total of 322 adults and children during ????. Their data indicates that many more – 1,243 individuals, or almost four times as many who applied for shelter – were turned away because the shelter was full.

What are the most common housing problems?

Cost-burdened Households There are a growing number of households in Thurston County that are not directly facing homelessness but have unstable housing that leaves them at risk for homelessness. According to the Washington State Housing Needs Assessment, in 2015 there were approximately 23,000 households (13,000 renters and 10,000 homeowners) in Thurston County classified as cost-burdened or severely cost-burdened. This is about one third of the total community.

Inadequate Heat/Utilities Information provided by the Community Action Council of Lewis, Mason, and Thurston Counties (ACLMT) supports the above data about cost-burdened households. In a survey conducted in the fall of 2017, in which 74 percent of the population responding lives in Thurston County, respondents indicated that the biggest housing problems were adequate heat/utilities (28 percent) and adequate finances (25 percent). Consistent with these responses, the same survey illustrated that heat

and utility assistance ranked highest at 43 percent, followed by food programs at 17 percent, and affordable housing at 14 percent.

Are any populations/household types more affected than others by these problems?

Veterans National data indicate that Washington’s veteran population experiences a higher unemployment rate compared to the national average. According to the 2017 PIT Homeless Census there were 44 veterans that reported being homeless on the night of the survey in January. The same data set shows there were 73 households with at least one child experiencing homelessness. Of the 253 persons in those households, almost 60 percent were persons under 18. Breaking it down by ethnicity and race, about 75 percent were identified as non-Hispanic/non-Latino and 62 percent were White.

Poverty & Children The poverty rate is higher than average for children in the county under age 18, of whom 8,985 are poor. Of these, 4,147 are in extreme poverty, meaning that they live in families with incomes less than 50 percent of the federal poverty rate. According to Child Care Aware of Washington (2017), 15 percent of children under 18 in Thurston County are living in poverty (CACLMT). One quarter of families with children are headed by single mothers, and more than half of female-headed families with children under five years old are in poverty.

Households with children are at risk for homelessness when the household is already cost-burdened. The median cost of child care centers and family child care is higher in Thurston County compared to its neighboring counties. Median cost of childcare for infant to school age children ranges from \$455-\$900 per month, and the cost of family child care ranges from \$430-\$700 per month.

Family Poverty Indicators: Free & Reduced Lunch Rates The National School Lunch Program provides free and reduced-price meals to low income students in public schools. Although statewide and county enrollment in the program has been slowly decreasing since 2012, enrollment levels remain above 45 percent in several Thurston County school districts. Data from the Office of the Superintendent of Public Instruction indicate a 47 percent rise in the number of homeless students from 2013 to 2015.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Poverty & Homelessness Economic factors can lead to Thurston County residents living in poverty having an increased risk of homelessness. Poverty affects access to care and a community’s ability to engage in healthy behaviors. Residents living in poverty can experience barriers to accessing health services, healthy food, and other necessities that contribute to housing and health. They also cannot adequately save money to prepare for emergencies such as job loss or health care, and these types of unanticipated financial stressors can lead to eviction and loss of housing.

Poverty Rates According to ACS data, 8.1 percent of Thurston County’s population are families and people whose income falls below the poverty level within the past 12 months. Of those families, 38.3

percent are families with only a female householder with children under five years old. The same data set shows 34.2 percent are families with female householders with children under 18 years old.

These individuals and families may need financial assistance for housing, food, and other basic needs. Families with young children, and especially families headed by single mothers, may also need assistance with child care costs. Additionally, many of these individuals and families may benefit from increased access to education and job training that could raise their future income prospects.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

At-risk Veterans can include any resident of Thurston County who has “served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable”, according to Title 38 of the Code of Federal Regulations. ACS and census data record the number of veterans receiving unemployment benefits. The annual PIT Homeless Census also records the number of veterans reporting homelessness.

At-risk Children can include any resident of Thurston County under the age of 18. The ACS provides estimates of income and poverty level among residents, broken down by age and family type. Another useful source of information that can be used to generate estimates of poverty among children is the number of children enrolled in the National School Lunch Program, which provides free and reduced-price meals to low income students in public schools. Additionally, the annual PIT Homeless Census records the number of households with at least one child experiencing homelessness. The Office of the Superintendent of Public Instruction also keeps track of the number of homeless students enrolled in public schools each year.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Causes of Homelessness People become homeless for a variety of different reasons: unemployment, low wages, physical disabilities, mental-health challenges, drug and alcohol use, family rejection, and release from treatment centers and jails with no living arrangements. These causes are often overlapping, and many individuals cycle in and out of homelessness. During the 2018 PIT Homeless Count, the top five reasons people gave for being homeless were as follows:

1. Job Loss
2. Eviction or loss of housing
3. Family rejection/kicked out
4. Domestic Violence
5. Mental illness

It is important to note these reasons were only provided by 63 percent of the total homeless population. Unsheltered people interviewed for this count had the right to decline to answer any questions.

Rising housing costs have led to instability and increased risk of homelessness, and can be linked to many of the causes of homelessness listed above. Households are considered cost burdened or severely cost burdened if they pay more than 30 percent or 50 percent of their income for housing costs, respectively. When households are forced to spend most of their income on housing, they are unable to save money for education and job training, or for emergencies such as job loss, health care, or treatment for mental illness, and can subsequently face eviction or loss of housing.

Discussion

From 2013-2017, Thurston County invested approximately \$24 million in projects and programs that reduce homelessness. These programs supported affordable housing and redevelopment efforts. From 2013-2017, Thurston county spent an average of 30 percent on capital projects and 41 percent on Rapid Rehousing projects.

Thurston County Homeless Coordinator In 2012, the County hired an "Affordable and Homeless Housing Coordinator" who was delegated the responsibility of working with all community members, non-profit agencies and elected and appointed officials to identify needs, goals and objectives designed to reduce and end homelessness in the community. In addition to assessing the needs and goals, the consultant worked with the local non-profit community on a draft update of the county's five-year plan to end homelessness and serves other functions around the homelessness and affordable housing interventions implemented by the county.

Tumwater Homeless Consultant Given the high concentration of homeless services and people in the urban hub, the City of Tumwater has hired a Homeless Consultant to assist in the development of municipal policy. Tumwater City Council will be hosting a Homeless Summit to engage citizens, service providers and other stakeholders on the issue of homelessness.

Olympia Homeless Coordinator The City of Olympia has hired a Homeless Response Coordinator who will be charged with developing and implementing an Olympia Homeless Response Plan. It is anticipated that the County's Coordinator will work closely with the Olympia Coordinator and the Tumwater consultant to develop a balanced approach that addresses the disparate impacts of homelessness and the resulting different policy approaches across the region.

Thurston Thrives Aside from the work focused on ending homelessness, the County is in the process of implementing an initiative called Thurston Thrives that focuses on eight areas of overall community health including Housing, Community Design, Education and Resilience, Economy, Food, Clinical and Emergency Care, Environment, Public Safety, and Justice. This extensive planning effort involves over 300 members of the community around issues that have been identified as crucial to our overall stability. Input from various groups has been incorporated into the consolidated plan and this annual plan.

NA-15 Disproportionately Greater Need: Housing Problems - 91.205(b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD's definition, disproportionately greater housing needs exist within a particular income category when one or more racial or ethnic groups experience housing problems (such as cost burden, poor housing conditions, and overcrowding) at a rate 10 percentage points higher than households in the income category as a whole.

This section shows the extent of housing problems in Thurston County overall and for six racial or ethnic groups: White, Black/African American, Asian, American Indian/Alaska Native, Pacific Islander and Hispanic. Disproportionally greater needs exist for at least one minority racial or ethnic group in all income categories.

0 percent-30 percent of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,921	1,472	1,096
White	6,203	1,074	821
Black / African American	239	20	0
Asian	278	195	14
American Indian, Alaska Native	88	83	43
Pacific Islander	0	0	0
Hispanic	700	70	165

Table 12 - Disproportionally Greater Need 0 - 30 percent AMI

Data 2009-2013 CHAS

Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30 percent

30 percent-50 percent of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,742	1,763	0
White	5,592	1,584	0
Black / African American	155	10	0
Asian	360	85	0
American Indian, Alaska Native	29	12	0
Pacific Islander	55	0	0
Hispanic	309	49	0

Table 13 - Disproportionally Greater Need 30 - 50 percent AMI

Data 2009-2013 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30 percent

50 percent-80 percent of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,832	5,547	0
White	7,277	4,438	0
Black / African American	175	110	0
Asian	470	194	0
American Indian, Alaska Native	112	133	0
Pacific Islander	50	35	0
Hispanic	480	438	0

Table 14 - Disproportionally Greater Need 50 - 80 percent AMI

Data 2009-2013 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30 percent

80 percent-100 percent of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,693	5,588	0
White	3,313	4,477	0
Black / African American	120	170	0
Asian	95	345	0
American Indian, Alaska Native	34	100	0
Pacific Islander	0	44	0
Hispanic	74	263	0

Table 15 - Disproportionally Greater Need 80 - 100 percent AMI

Data 2009-2013 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30 percent

Discussion

At **income levels between 0 and 30 percent of Area Median Income (AMI)**, almost 76 percent of all residents reported having one or more of the four housing problems. Black/African American residents have a higher percentage of housing problems compared to the White population - 92.3 percent and 76.6 percent, respectively. Almost 75 percent of Hispanic residents report having one or more of the four housing problems.

At **income levels between 30 and 50 percent AMI**, almost 80 percent of all residents have one or more of four housing problems. Most notably, all of the Pacific Islander residents report experiencing at least one housing problem. Black, Asian, and Hispanic residents all have higher levels of housing problems compared to the total population. American Indian/Alaska Native has the fewest housing problems by population at 70.7 percent.

For **income levels at 50 to 80 percent AMI**, almost 62 percent of all residents report one or more of the four housing problems. Asian residents are much higher in reporting housing problems compared to White residents at 70.8 percent and 62.1 percent, respectively. Black and Pacific Islander residents are close to the percentage of White residents, all with about 60 percent reporting one or more housing problems.

At **80 to 100 percent AMI**, about 40 percent of households report one or more of the four housing problems. White residents by percentage report the highest rate of housing problems at 42.5 percent with Black residents close behind at 41.4 percent. Asian, American Indian/Alaska Native and

Hispanic residents all report around 21 to 25 percent of housing problems. Of the 44 Pacific Islander residents, none report housing problems.

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**NA-20 Disproportionately Greater Need: Severe Housing Problems: 91.205 (b)
(2)**

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section provides data on households with disproportionately severe housing problems. Severe housing problems include: overcrowded households with more than 1.5 persons per room, not including bathrooms, porches, foyers, halls, or half-rooms; or households with cost burdens of more than 50 percent of income.

0 percent-30 percent of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,176	2,209	1,096
White	5,639	1,634	821
Black / African American	235	24	0
Asian	203	280	14
American Indian, Alaska Native	44	123	43
Pacific Islander	0	0	0
Hispanic	680	90	165

Table 16 – Severe Housing Problems 0 - 30 percent AMI

Data 2009-2013 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50 percent

30 percent-50 percent of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,157	4,358	0
White	3,452	3,729	0
Black / African American	80	85	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	250	195	0
American Indian, Alaska Native	25	18	0
Pacific Islander	0	55	0
Hispanic	230	117	0

Table 17 – Severe Housing Problems 30 - 50 percent AMI

Data 2009-2013 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50 percent

50 percent-80 percent of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,249	11,143	0
White	2,574	9,158	0
Black / African American	60	230	0
Asian	129	534	0
American Indian, Alaska Native	73	168	0
Pacific Islander	0	85	0
Hispanic	315	613	0

Table 18 – Severe Housing Problems 50 - 80 percent AMI

Data 2009-2013 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50 percent

80 percent-100 percent of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,043	8,229	0
White	903	6,887	0
Black / African American	100	190	0
Asian	15	420	0
American Indian, Alaska Native	24	110	0
Pacific Islander	0	44	0
Hispanic	4	333	0

Table 19 – Severe Housing Problems 80 - 100 percent AMI

Data 2009-2013 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50 percent

Discussion

At **income levels between zero and 30 percent of AMI**, 64 percent of all residents report having one or more severe housing problems. Black and Hispanic residents have higher levels of housing problems compared to the population as a whole. The most notable difference is for Black residents, of whom 90.8 percent report experiencing at least one severe housing problem. Close to 73 percent of Hispanic residents report housing problems, compared to 68.1 percent of the total population.

At **income levels between 30 and 50 percent of AMI**, 47 percent of residents report having one or more severe housing problems. With regard to racial and ethnic breakdowns, Hispanic, American Indian/Alaska Native and Asian populations have higher percentages compared to the total population. Hispanic residents have the highest percentage difference, with 66.3 percent reporting one or more of the four housing problems.

Examining the **50 to 80 percent AMI** threshold, about 22 percent of the population report having one or more of the four housing problems. The highest percentage in relation to racial and ethnic identifiers is found among Hispanic and American Indian/Alaska Native residents, with 33.9 percent and 30.3 percent reporting housing problems, respectively. No Pacific Islander residents report having housing problems.

Only 12 percent of the population at **80 to 100 percent AMI** report housing problems. However, close to 35 percent of Black residents report having housing problems. Approximately 18 percent of American Indian/Alaska Native residents report housing problems.

DRAFT

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.205 (b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Housing Cost Burdens One of the principal measures of housing need is the proportion of income spent on housing and utilities. Housing is defined as affordable if it costs less than 30 percent of a household's income. Households spending more than 30 percent of their income are defined by HUD as cost burdened, and those spending more than 50 percent are severely cost burdened. According to data from the 2016 American Community Survey, 32 percent of homeowners and 51.3 percent of renters are cost burdened.

Analyses in the 2017 Assessment of Fair Housing Report show that even though Washington State's 2017 minimum wage is one of the highest in the nation at \$11 per hour, a person earning that wage would need to work 69 hours per week to afford a one-bedroom apartment at the average rate.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	65,429	19,800	14,481	1,118
White	54,989	16,632	12,098	861
Black / African American	1,807	392	370	0
Asian	3,063	840	454	14
American Indian, Alaska Native	825	282	128	43
Pacific Islander	309	165	0	0
Hispanic	3,100	918	919	165

Table 20 – Greater Need: Housing Cost Burdens AMI

Data Source: 2009-2013 CHAS

Discussion

Data from the 2009-2013 CHAS are used for the purposes of the following discussion. However, the more current ACS numbers are referenced in other places in this Consolidated Plan.

Housing cost burden impacts about 34 percent of the jurisdiction as a whole. The data indicate that there are only minor variations among racial and ethnic groups, with 36 percent of Hispanic residents

reporting cost burden. Black/African American and American Indian/Alaska Native residents are slightly lower than the jurisdiction as a whole, both at about 29 percent.

DRAFT

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

It is notable that, for most categories, White residents experience lower rates of housing problems than do other racial groups and Hispanic residents. Housing problems and cost burden are closely related to poverty, and race also appears to be a factor in poverty status.

According to 5-year ACS data, there are approximately 12 percent of the population living below the poverty level. American Indian and Alaska Native persons have the highest per capita rate of poverty based upon ethnicity, with 30.6 percent living in poverty. Approximately eight percent (8.2) of county residents identify as Hispanic or Latino. Of these residents, 23.3 percent are living in poverty.

If they have needs not identified above, what are those needs?

N/A

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Housing discrimination disproportionately affects persons of color, the disabled, and families with children. To address this, Thurston County and the City of Olympia provided analysis and action steps in the 2017 Assessment of Fair Housing Report. According to that report, in late 2016, Thurston County Housing Authority, Thurston County and the City of Olympia began to work together in preparation for a regional Assessment of Fair Housing. This inter-jurisdictional partnership is intended to better align the entire region and to foster a regional approach to both Fair Housing and affordable housing policy. The 2017 Assessment of Fair Housing Report provides a table that shows the demographic composition of each of the six cities and one town in Thurston County. There are variations between HUD and ACS data with regard to HUD using non-Hispanic or Latino/a categories.

2015 Thurston County Jurisdiction Demographics	Thurston County	Olympia	Lacey	Tumwater	Yelm	Rainier	Tenino	Bucoda
	262,723	48,941	44,825	18,478	7,701	2,219	1,915	622
White	82.6%	85.3%	74.4%	82.5%	82.5%	90.3%	92.5%	97.6%
....White, non-Hispanic	76.8%	79.3%	66.8%	79.3%	72.7%	83.1%	86.9	92.6%
Black or African American	2.8%	1.8%	5.3%	3.5%	2.6%	6.3%	0.2%	0.0%
American Indian or Alaska Native	1.5%	0.9%	1.5%	1.4%	2.2%	1.0%	1.3%	2.4%
Asian	5.8%	6.6%	10.2%	4.6%	4.3%	0.8%	0.7%	0.0%
Native Hawaiian or Other Pacific Islander	0.9%	0.3%	1.8%	0.2%	0.7%	0.0%	0.0%	0.0%
Other race	1.2%	1.3%	1.4%	0.4%	3.7%	0.5%	0.5%	0.0%
Two or more races	5.1%	3.8%	5.3%	7.5%	4.0%	1.1%	4.8%	0.0%
Hispanic or Latino	8.1%	7.9%	10.4%	4.2%	14.7%	7.7%	7.8%	7.4%

Source: 2011-2015 American Community Survey 5-year Estimates "one race" category

The same report illustrates that the Nisqually Reservation census tract (123.20) has the highest concentration of race or ethnicity in Thurston County. The population is predominantly Native American at about 46 percent, with a low poverty index of 34. West of the Nisqually Reservation contains census tract concentrations with Asian American and Hispanic populations, specifically in the Hawks Prairie and Lacey areas. African American households represent only 2.5 percent of the general population and

there is no concentrated geographic area larger than 9 percent in a given community.

The Tanglewilde-Thompson Place community in Lacey is just south of I-5 and north of Steilacoom Road SE. According to the AFH Report, this neighborhood is populated by 39 percent households of color with higher concentrations of Asian American, Native Hawaiian or Pacific Islander populations compared to the rest of the County. The community has a low poverty index of 23. Further analysis shows that there is a large disparity of income within the community, with very low wage earners that impact the poverty index.

Further south of Tanglewilde-Thompson Place, Marvin Road is another community with similar ethnic concentrations, located near the Regional Athletic Complex or RAC in Lacey. This community has 53 percent Caucasian, 16 percent Asian American, Native Hawaiian, or Pacific Islander, and 13 percent Hispanic residents.

Southeast of the above community is the city of Yelm, which reports a 15 percent Hispanic population. Other areas noted in the report include a community in Ground Mound, which is located in rural, unincorporated Thurston County. This particular block group between I-5 and Old Highway 99 has a population of 1,216 people with 29 percent reporting Hispanic ethnicity.

Finally, the Westside of Olympia has a community called Evergreen Villages with a population of 1,600 people that is 16 percent Asian American, Native Hawaiian or Pacific Islander, and 8 percent Hispanic. Sixty-five percent are Caucasian or White.

NA-35 Public Housing - 91.205 (b)

Introduction

The mission of the Housing Authority of Thurston County (HATC) is to provide safe, decent, and affordable housing and services to persons with disabilities, and low-income and at-risk individuals and families. The ultimate goal of the Housing Authority is to assist individuals and families to secure long-term permanent housing.

It is important to note that the HATC does not own any public housing units, and the numbers below reflect the housing choice vouchers also known as Section 8. The only public housing property in Thurston County is a 69-unit property in Olympia that is owned by the King County Housing Authority. This property was developed before the Housing Authority of Thurston County was formed.

The HATC continues to implement Section 504 of the Rehabilitation Act of 1973, as amended to protect the rights of families with disabilities (Section 504). HATC provides decent and safe rental housing and services for eligible extremely low-, very low- and low-income families, seniors and persons with disabilities.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	182	79	0	1,806	2	1,694	35	14	49

Table 21 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	10,134	8,344	0	12,038	8,807	12,002	11,830	10,600
Average length of stay	2	3	0	6	0	6	0	1
Average Household size	1	1	0	2	2	2	1	2
# Homeless at admission	1	0	0	1	0	1	0	0
# of Elderly Program Participants (>62)	28	13	0	340	0	316	1	0
# of Disabled Families	86	46	0	882	1	828	24	1
# of Families requesting accessibility features	182	79	0	1,806	2	1,694	35	14
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 22 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	159	73	0	1,538	1	1,447	21	13	48
Black/African American	11	1	0	122	1	103	12	1	1
Asian	6	5	0	87	0	85	2	0	0
American Indian/Alaska Native	5	0	0	45	0	45	0	0	0
Pacific Islander	1	0	0	14	0	14	0	0	0
Other	0	0	0	0	0	0	0	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 23 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	14	2	0	137	0	134	0	0	2
Not Hispanic	168	77	0	1,669	2	1,560	35	14	47

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 24 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The Housing Authority of Thurston County (HATC) administers Housing and Urban Development (HUD) funded assisted Housing Choice Voucher (HCV) tenant-based and project-based assistance programs as well as Moderate-Rehabilitation and Single-Room Occupancy programs. The HATC prioritizes housing for the elderly, persons with disabilities, families with minor children or disabled adult children, single pregnant women, homeless families, and homeless single households, as well as individuals who are victims of domestic violence or hate crimes. HATC gives additional preference to households paying more than 40 percent of their income for housing, those in substandard housing, and those displaced by natural disasters or other causes. The HATC targets 75 percent of its vouchers to households earning less than 30 percent of the median family income and 25 percent to those between 30 and 50 percent of the median family income.

When the waitlist for the HCV program last opened in 2015, the HATC received approximately 2,500 applications within a two-week period. Using a lottery system, 1,000 applicants were selected for the HCV waitlist. The HATC anticipated being able to serve the 1,000 applicants from the 2015 waitlist within a two-year period. However, the HATC currently has 198 households remaining on the 2015-HCV waitlist. Due to budget constraints, the HATC was not able to pull from the 2015-HCV waitlist in 2017 and is projecting not to pull in 2018.

Project-based vouchers may be issued by the HATC to subsidize a particular project, rather than a household. These are awarded through a competitive request for proposal process. A Public Housing Authority (PHA) may project-base up to 20 percent of its Consolidated Annual Contributions Contract or 20 percent of its budget authority. A PHA may also establish a 10 percent exception to this program cap for units that meet exception criteria [Public and Indian Housing Notice 2017-21 (HA)]. The HATC currently funds 15 contracts of HCV project-based assistance partnering with eight non-profit housing providers for a total of 315 units. All voucher categories are funded at levels established nationally by Congress.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

As of March 2018, the HATC has 198 households on its waitlist. The majority (83 percent) are at or below 30 percent of the median income level, and the remaining 17 percent are between 30 and 50 percent of the median income level. Ten percent of households on the waitlist are headed by an elderly household member and 43 percent are headed by a disabled household member. The race and ethnicity of households on the HCV waitlist is 83 percent White, 7 percent Black, 5 percent American

Indian/Alaskan Native, 5 percent Asian, less than 1 percent Native Hawaiian /Other Pacific Islander, less than 1 percent multi-racial, and 7 percent Hispanic.

The HATC currently serves 2002 households made up of 4057 individuals. Of the 2002 households, 1142 are single-member households and 667 are households with minor children. Forty seven percent of the head-of-households are disabled and 24 percent are elderly. The race and ethnicity composition of members served is 77 percent White, 9 percent Black, 2 percent American Indian/Alaskan Native, 5 percent Asian, 2 percent Native Hawaiian/Other Pacific Islander, 5 percent multi-racial, and 12 percent Hispanic.

According to the HATC, the most immediate needs of public housing and Housing Choice voucher holders are for ongoing affordable housing, access to healthcare, access to schools, and access to transportation. The HATC also reported that a significant number of voucher holders have difficulty finding landlords willing to accept their rental subsidies as a form of payment. The 2017 AFH identified housing discrimination on the basis of source of income – meaning public subsidies, as a pervasive Fair Housing obstacle. As noted below, action by the Washington State legislature addressed this, removing the need for County level action.

How do these needs compare to the housing needs of the population at large

The HATC reports that its applicants and participants are limited with regard to both the areas they can look for housing and the requirements to qualify for housing compared to the population at large, due to the affordability of units available and whether landlords are willing to accept a rental subsidy. Above all, individuals and families on a waitlist and those being served under a rental assistance program require decent, safe, and affordable housing. Most applicants and participants do not have reliable transportation, and therefore require housing located near a bus line so that they can easily access employment, shopping, medical resources, and educational opportunities.

Discussion

Currently Thurston County's primary source of housing aid to low income families is through housing choice vouchers. In previous years the county had not protected housing seekers from discrimination based on source of income. However, in the 2018 legislative session the Washington State Legislature passed House Bill 2578 which will protect housing seekers statewide from source of income discrimination. This new legislation should greatly increase the housing options available to housing choice voucher recipients once implemented in September of 2018.

NA-40 Homeless Needs Assessment - 91.205 (c)

Introduction:

Annual Homeless Census Thurston County participates in a nation-wide annual count of homeless persons, known as the Point in Time (PIT) count. This census helps determine the number of homeless people in the county, as well as the causes of their homelessness, and assists in developing a comprehensive strategic response to the issue. Estimates in the following tables reflect data from the 2017 PIT count. The 2018 PIT count found 835 homeless people, a 56% percent or 301 person increase over 2017.

In spite of many partners' best efforts, homelessness remains an issue for many individuals. Homeless families often cite job loss, eviction, family crisis, or the loss of their housing for economic reasons as the cause of their homelessness. Examining longitudinal data for homeless populations from 2006-2016, it is clear that Thurston County has not been able to return to the low point of 441 people experiencing homelessness recorded in 2006, much less to reach the goal of reducing homelessness by half of the 2006 starting count.

The 2018 PIT Count represents the largest increase in percentage since 2008-2009, which was 76 percent from 2006. The largest portion of respondents reported being unsheltered – 320 of the 835. This number represents the highest number of unsheltered homeless individuals since 2010.

The Thurston County Five-Year Plan identifies that there are currently 499 households on the Vulnerability Index (VI) that score as "highly vulnerable." These include 103 families, 362 homeless adults, and 44 youth and young adults.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

As housing costs and unemployment rates have risen, the number of people without a place to live has grown significantly — 56 percent (301 people) since 2017 and 26 percent (171 people) since the 2013 point-in-time (PIT) Homeless Census. The 2018 PIT census found a total of 835 persons in 3 households reporting homelessness.

Each year, the Washington State Office of the Superintendent of Public Instruction (OSPI) works with local school districts throughout the state to identify children and youth attending school while experiencing homelessness. The goal is to offer appropriate services to the family, child or youth and to

report the number of homeless students to federal, state and local governments. The count does not include school-age children who are not attending school.

Data from the Office of the Superintendent of Public Instruction indicate a 47 percent rise in the number of homeless students from 2013 to 2015. In 2015, the OSPI count shows that 1,412 children were homeless. There was only a slight decrease in 2016, when the count found that 1,327 children were homeless. A large increase in reported homelessness for children came in 2010, likely due to the sharp downturn of the economy in 2008-09. The most recent OSPI Count for the 2016 – 2017 school year found 1670 homeless students.

Homeless school children are entitled to the protections of the McKinney-Vento Act, which allows homeless children to receive services and maintain continuity in their education. The Act defines homeless children as “individuals who lack a fixed, regular, and adequate nighttime residence.” This definition is somewhat broader than the HUD definition of homeless. Examples of children who would fall under this definition include:

- Children sharing housing due to economic hardship or loss of housing;
- Children living in motels, hotels, trailer parks or camp grounds due to lack of alternative accommodations;
- Children awaiting foster care placement; and
- Children living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)	Transitional
White	156	214	132
Black /African American	39	29	18
Asian	3	2	1
American Indian or Alaska Native	8	12	1
Pacific Islander	6	6	1
Multiple Races	30	34	14
Ethnicity:	Sheltered:	Unsheltered (optional)	
Hispanic	Unk	Unk	Unk
Not Hispanic	Unk	Unk	Unk

Data Source
Comments: PIT
Count provided by
Dept of Commerce

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Data from the Office of the Superintendent of Public Instruction indicate that 1,327 children attending public schools were homeless in 2016. This is likely an underestimate of the total number of homeless children because it does not include children who are not attending school. The 2018 PIT census indicates there were 39 homeless individuals identified as veterans.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

According to the PIT census data, approximately 67 percent of the total homeless population is comprised of White individuals. Black/African American is the second highest population at 11 percent. Approximately 66 percent of homeless individuals were identified as non-Hispanic.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Of the total homeless individuals, 62 percent were sheltered. Of the 38 percent unsheltered individuals, 67 percent were white with the next highest percentage being 11% for mixed race and .09 percent for Black African/American individuals.

People become homeless for a variety of different reasons: unemployment, low wages, physical disabilities, mental-health challenges, drug and alcohol use, family rejection, and release from treatment centers and jails with no living arrangements. The causes are often overlapping and many individuals cycle in and out of homelessness. During the 2018 PIT count, the top reasons people gave for being homeless were as follows:

1. Job loss
2. Eviction or loss of housing
3. Family rejection/kicked out
4. Domestic Violence
5. Mental illness

It is important to note these reasons were only provided by 522 or 63 percent of the total homeless population. People interviewed for this count had the right to decline to answer any questions.

The 2018 PIT count found 156 people who were living in vehicles or abandoned buildings, or otherwise out-of-doors. Additionally, 259 individuals identified as being homeless for more than a year, one of the definitions of chronically homelessness.

Families may choose to avoid shelters in order to prevent potentially negative impacts on their children. In addition, social service providers report that homeless families may avoid shelters or the streets because parents fear losing their children as the result of potential intervention by child welfare agencies. Families also avoid the forced separation of family members in order to fit into shelter regulations that are often restrictive about the number and gender configuration of families in their facilities.

Discussion:

A chronically homeless person is defined by HUD as an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more, or has had at least four episodes of homelessness in the past three years. The Thurston County *Homeless Housing Five-Year Plan* states that the chronically homeless in particular often need costly emergency services, such as ambulance, paramedics, emergency medical teams, hospital emergency-room visits and police. The *Plan* notes that Olympia and Thurston County recognize that there are homeless individuals who have been homeless for more than a year but who have a different household composition and may not be disabled. Youth in particular may have undiagnosed disabilities and thus may not easily fit the definition of chronically homeless.

Because chronically homeless persons often consume the largest amount of public services, there are significant financial benefits to the community at large in providing these individuals with supportive housing. Multiple cost-benefit studies conducted around the country have concluded that the social costs of life on the streets range from \$35,000 to \$150,000 per year, because of emergency room visits, increased risk of incarceration and dependence on a range of other public services. In contrast, supportive housing costs generally range between \$13,000 and \$25,000 per individual per year and have been repeatedly shown to reduce social service expenses.

The County's Five-Year *Homeless Housing Plan* for 2018 establishes seven goals in supporting efforts to reduce homelessness. Goal seven is to increase investments in housing unsheltered families with children and unsheltered chronically homeless people while preventing youth from exiting systems to homelessness.

DRAFT

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction

Thurston County has a broad inventory of housing and beds to address the needs of a variety of special populations. There are a total of 2,039 beds or units serving special populations. These include:

- 488 beds for households with adults and children
- 16 beds dedicated to veterans
- 51 beds for permanent supportive housing for chronically homeless

According to HMIS 2017 data, there were approximately 6,500 households served.

Many physically disabled people depend at least in part upon the federal government's Supplemental Security Income (SSI) program to meet their basic living needs. SSI provides financial support for people with significant and long-term disabilities who have no other means of support. Washington State supplements the federal SSI payment with a state-funded monthly reimbursement. Fewer than 2 percent of Thurston County residents receive SSI payments.

Describe the characteristics of special needs populations in your community:

A disability is defined by federal law as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment(s) that can be expected to result in death, or which has lasted for at least one year. According to the ACS 2012 to 2016 average, there are 33,584 disabled persons living in Thurston County, making up about 13 percent of the total population. Seniors have more disabilities than the county's overall population, but experience less poverty and use fewer DSHS services. More than 35 percent of seniors experience one or more disabilities compared to 9 percent of non-seniors.

What are the housing and supportive service needs of these populations and how are these needs determined?

Thurston County residents with a physical or sensory disability included 1.8 percent reporting a hearing disability, 2.1 percent a vision disability, and 1.9 an ambulatory disability, according to 2016 ACS data. Among those with disabilities, the level of unmet housing need is not known.

National research indicates persons with physical disabilities face obstacles to finding affordable housing. According to a recent Census Bureau report, approximately 28 percent of 25-to-64-year-olds with severe physical disabilities fall far below the federal poverty line – nearly four times the rate for people of the same age who are not disabled.

Many physically disabled people depend at least in part upon the government's basic welfare program, Supplemental Security Income (SSI), to meet their basic living needs. SSI provides financial support for people with significant and long-term disabilities who have no other means of support. In 2016, 4,721 Thurston County adults and 586 children under age 18 received SSI benefits.

One difficulty of funding affordable housing for persons with developmental disabilities is the need for community integration. Housing projects are expected to be consistent with requirements for Certified Residential Programs, housing no more than four clients per home.

Domestic violence may cause a sudden and traumatic separation from a job, a community, an income, a school, and a home. Often, victims depended on the abuser for financial support and housing, so it can take months and even years to achieve self-sufficiency. According to the Washington State Coalition Against Domestic Violence, safe housing is the most requested service by those calling domestic violence hotlines.

Twenty percent of respondents to the 2018 Point in Time count (128 individuals) reported that being a domestic violence victim was a causal factor in their homelessness. SafePlace, the only advocacy agency and shelter for victims of domestic violence in Olympia and Thurston County, sheltered a total of 322 adults and children. Their data indicates that many more – 1,243 individuals, or almost four times as many who applied for shelter – were turned away because the shelter was full.

In addition to unmet emergency shelter needs, many victims of domestic violence need assistance with housing and services after exiting a shelter. Lack of financial resources is one of the most commonly given reasons domestic violence victims stay with or return to an abusive partner. To successfully escape domestic violence, victims often need support beyond housing, including counseling, child care, job training, financial assistance, and transportation.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Pierce County AIDS Foundation (PCAF) is the agency providing supportive services, advocacy, and education on HIV/AIDS in Thurston County. According to the group AIDS United, 188 people are known to be living with HIV/AIDS in Thurston County as of 2011. However, more people are likely to have the disease but have not been tested for it. According to the HIV/AIDS 2017 epidemiology report from the Washington Department of Health, Thurston County had 56 cases, or 2 percent of the total number of state cases of HIV. This data is based on county of residence at HIV diagnosis.

Persons with HIV/AIDS may suffer from opportunistic infections, chronic pain, fatigue, and the side effects of medication. Their compromised health can result in the inability to maintain a job. In addition, the high cost of medication can cause a significant financial impact, which can affect an individual's ability to secure and maintain stable housing.

Housing Opportunities for Persons with Aids (HOPWA) is a federally funded program providing housing assistance and supportive services for low-income people with HIV/AIDS and related diseases and their families. HOPWA funding allows PCAF to provide a variety of housing options assistance in Thurston County to clients with a household income less than 80 percent of the Area Median Income. Housing Placement provides for applications fees, credit checks, first/last month rent and deposits for clients who are moving into stable housing. Short-term payments to assist with rent, mortgage and utility costs

are available to clients who are already housed. Tenant-Based Rental Assistance (TBRA) is a program in which clients contribute 30 percent of their income toward rent and HOPWA funds pay the balance. Thurston County does not receive or manage HOPWA funds.

Discussion:

Other persons with special needs include former prisoners and sex offenders.

Former prisoners re-entering society compose a distinct category of persons with special affordable housing needs. National research conducted by the Council of State Governments indicates that about 10 percent of those coming in and out of prison or jail are homeless in the months prior to or following their incarceration.

Housing designed to serve former prisoners who would otherwise be homeless continues to face obstacles of zoning restrictions, community concern about property values and safety, and the challenges of finding suitable developers or agency partners.

In Thurston County, there are no emergency or transitional shelters, nor permanent supportive housing projects, willing to host registered sex offenders. Anecdotal evidence suggests that most landlords will not knowingly rent to a registered sex offender, even if the individual has a housing voucher. If no apartment or house with rooms available can be located willing to house a sex offender, Behavioral Health Resources will occasionally pay for short-term hotel lodging for these individuals. If their time at a hotel has run out and no other options have emerged, the individual becomes homeless.

According to the Thurston County Sheriff's Department, Thurston County is home to 215 registered sex offenders. Among these, 54 are known to be transient and another 35 have addresses that cannot be verified. Offenders who do not possess verifiable permanent addresses are considered a greater risk of reoffending.

NA-50 Non-Housing Community Development Needs - 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

CDBG is a flexible funding source that can be used for the construction and improvement of public facilities and infrastructure projects. To be eligible a project must benefit all residents of an area where at least 51 percent of the residents are low- or moderate-income.

Public facilities can include libraries, recreational facilities, homeless or domestic violence shelters, nursing homes, youth facilities, or group homes for the disabled. Meanwhile, potential infrastructure projects might improve streets, curbs, and water and sewer lines. CDBG funds can also be used to implement improvements to a building's energy efficiency or to make it accessible to those with disabilities.

Public facilities and infrastructure projects are often expensive and require multi-year financing by multiple stakeholders. However, these projects can have a direct impact on the economic and community development of an area. In many cases, infrastructure improvements are necessary before financing can be secured for other projects that benefit low-income residents.

For instance, many funding sources for affordable housing projects require that they have access to a sewer system. Rural communities that only have septic systems (such as Bucoda and Rainier) may thus be less likely to undertake affordable housing projects. For rural communities, CDBG can be a crucial funding source to enable the municipality to leverage other sources of financial support to invest in large sewer and drinking water projects. This is because smaller cities and towns often have limited access to much-needed debt and equity capital that would allow them to invest in expensive infrastructure upgrades.

There is continuing need within the Thurston County for public facilities to serve growing populations.

How were these needs determined?

Planning for capital facilities is carried out by each city and county department. It requires an understanding of current conditions relative to future needs, an assessment of various types of capital facilities that could be provided, analysis to identify the most effective and efficient facilities to support the needed service, and addressing how these facilities will be financed.

In addition, there is regular consultation between Thurston County, its cities, and the public about public facility needs. Thurston County and the City of Olympia held a series of meetings and consulted with various governmental departments and nonprofit agencies to assess the nature and extent of community development needs, as described in the Citizen Participation section. Funding priorities were established based on the extent of needs and the availability of other funding sources to address those needs.

Describe the jurisdiction’s need for Public Improvements:

Table 6-4 PARKS and OPEN SPACE CAPITAL PROJECTS 2018- 2023									
REVENUES FOR PROJECTS			2018	2019	2020	2021	2022	2023	6-Yr. Total
Fund Source									
Bonds									
Grants					\$140,000	\$100,000			\$240,000
Parks Impact Fees			\$35,000	\$735,000	\$100,000	\$450,000	\$200,000		\$1,520,000
REET (Real Estate Excise Tax)			\$930,000	\$550,000	\$350,000	\$350,000	\$350,000		\$2,530,000
Trail Permit Fees			\$18,000	\$0	\$0	\$0	\$0		\$18,000
TOTALS			\$983,000	\$1,285,000	\$590,000	\$900,000	\$550,000	\$0	\$4,308,000
EXPENDITURES FOR PROJECTS			2018	2019	2020	2021	2022	2023	6 Yr. Total
Project Name	Type	Fund Source							
Lacey / Olympia UGA									
Chehalis Western Trail Improvements	Dev	R/I	\$375,000	\$275,000		\$150,000	\$50,000		\$850,000
Rainier / Yelm / Tenino UGA									
Yelm - Tenino Trail Improvements	Dev	R/I	\$200,000	\$325,000	\$100,000	\$50,000	\$50,000		\$725,000
Tenino - Bucoda Trail Extension	Dev/MP			\$10,000					\$10,000
Yelm - Tenino Trail Area Improvements	Dev	R	\$150,000						\$150,000
Tumwater UGA									
Guerin Park	Dev	GN			\$140,000				\$140,000
Gate - Belmore trail (1)	Dev	R/I	\$25,000	\$25,000					\$50,000
Kenneydell Park	Dev	G				\$100,000			\$100,000
Rural Thurston County									
Facility Improvements	Dev	R	\$18,000		\$50,000	\$150,000	\$150,000		\$368,000
Burfoot Park	Dev	R			\$200,000				\$200,000
Parks and Trails Master Plan	MP	I	\$10,000						\$10,000
Deschutes Falls Park	Dev	I				\$150,000			\$150,000
Trail & Park System-wide Programs									
Parks, Trails and Open Space Acquisition	AcQ	R/I/D/GN							\$0
Culvert Replacement Program		R	\$100,000						\$100,000
Trail Surface Improvement Program		R	\$105,000	\$350,000	\$100,000	\$200,000	\$200,000		\$955,000
Parks & Trails Capacity Development Program	Dev	I		\$300,000		\$100,000	\$100,000		\$500,000
TOTALS			\$983,000	\$1,285,000	\$590,000	\$900,000	\$550,000	\$0	\$4,308,000
DEBT SERVICE AMOUNT			2018	2019	2020	2021	2022	2023	Total
Future Bonds									
Total Debt Service									
<p>LEGEND: GC Grant Committed GN Grant Noncommitted D Donations I Impact Fees R Real Estate Excise Tax TP Trail Permit Fees DEV Development AcQ Acquisitor MP Master plan</p> <p>(1) Gate Belmore Trail Funding is also located in the Roads CFP</p> <p>Completed Projects Acquired Additions BNSF ROW Culvert Replacement Program Trail Surface Improvement Program Tenino - Bucoda Trail Extension Yelm - Tenino Trail Area Improvements Parks & Trails Capacity Development Program</p> <p>Dropped Projects Monarch Park (planning)</p>									

NEEDS ASSESSMENT

**Table 6-5
Public Works - Solid Waste
2018- 2023**

REVENUES FOR PROJECTS									
Fund Source	Project	Fund	2018	2019	2020	2021	2022	2023	6-Yr. Total
Solid Waste Tipping Fees, Rates and Charges ¹			\$2,170,000	\$4,050,000	\$3,075,000	\$3,000,000	\$300,000		\$12,595,000
Post Closure Reserve (PCR) ²			\$600,000	\$100,000		\$0	\$100,000		\$800,000
Other ³									
TOTALS			\$2,770,000	\$4,150,000	\$3,075,000	\$3,000,000	\$400,000	\$0	\$13,395,000

EXPENDITURES FOR PROJECTS									
Project Name	Fund Source		2018	2019	2020	2021	2022	2023	6 Yr. Total
City of Lacey Urban Growth Area									
WARC Transfer Station Expansion	Fees			\$100,000	\$1,500,000	\$1,500,000			\$3,100,000
WARC Automotive, Equipment Storage Area and Field Office	Fees	91064	4030	\$200,000	\$1,400,000	\$1,400,000	\$200,000		\$3,200,000
WARC Closure of 70 Acre Cell (steep bank north of Lakeside RAP)	Fees				\$150,000	\$1,500,000			\$1,650,000
WARC Ground Water Monitoring Wells	PCR	91082	4040	\$100,000					\$100,000
WARC Beneficial Re-use of Closed Landfill	Fees			\$50,000					\$50,000
WARC Landfill Settlement and Repairs	PCR			\$100,000			\$100,000		\$200,000
WARC Flare Upgrade	PCR	91075	4040	\$500,000					\$500,000
WARC Public Tipping Storm Water Conveyance Line	Fees	91077	4030	\$70,000					\$70,000
WARC Access Road Phase II	Fees	91081	4030	\$1,500,000	\$500,000				\$2,000,000
WARC Water Reservoir	Fees				\$25,000				\$25,000
Rural Thurston County									
Rainier Drop Box Improvements	Fees	91078	4030	\$200,000	\$1,000,000		\$50,000		\$1,250,000
Rochester Drop Box Improvements	Fees	91079	4030	\$200,000	\$1,000,000		\$50,000		\$1,250,000
TOTALS			\$2,770,000	\$4,150,000	\$3,075,000	\$3,000,000	\$400,000	\$0	\$13,395,000

Notes:

Funding sources include: Fees= Solid Waste Tipping fees, rates and charges.
 PCR= Post-Closure reserve funds.
 Other revenue could include other local agencies, grants, providing funding for mutually beneficial projects
 The Solid Waste Capital Facility Assessment may require significant revisions of current planned projects.

No Dropped Projects

No New Projects

No Completed Projects

How were these needs determined?

Thurston County is one of 29 counties in the state that follow the requirements of the state’s Growth Management Act (GMA), passed in 1990. The state’s fastest growing counties and the cities within those counties must plan for growth in accordance with the GMA. Thurston County and its cities and towns are required to issue comprehensive plans that include plans for land use, housing, utilities, shoreline policies, and transportation.

The capital facilities plan is one requirement of the comprehensive plan, and describes capital projects necessary to support the county’s forecast population growth and how they will be financed. The GMA requires each city’s capital facilities plan to identify specific facilities, include a realistic financing plan, and adjust the plan if funding is inadequate. Comprehensive plans and capital facilities plans can be found at the websites of Thurston County and its cities.

Sources of funding in capital facilities plans may include local taxes, municipal bonds, and development-mitigation fees. An additional, and often crucial, source of potential funding may come from federal and state grant and loan programs. CDBG dollars can be used to leverage these sources.

Describe the jurisdiction’s need for Public Services:

The jurisdictions' needs for Public Services were assessed an online survey, public meetings, and ongoing consultation with social service providers.

Among survey respondents, more than 66 percent designated services for homeless persons as the top area of need, tied with substance abuse services. These were followed by health services (50 percent) and child care (49 percent).

The following are Thurston County projects funded at least in part by CDBG and HOME grants during the last three years:

2015	CDBG	Homes First	Acquisition of Housing	Capital
2015	CDBG	Community Action Council	Deschutes Cove Apartments Sewer Conversion	Capital
2015	CDBG	SafePlace	Facility Repair	Capital
2015	CDBG	Rebuilding Together	Home Repairs	Capital
2015	CDBG	Boys and Girls Club	Scholarships program	Public Service

2015	CDBG	Enterprise for Equity	Business Training	Economic Development
2015	CDBG	Catholic Community Services	Community Kitchen	Public Service
2015	CDBG	Catholic Community Services	Drexel House Emergency Shelter	Public Service
2015	CDBG	Tumwater	Pioneer St Sewer	Capital
2016	CDBG	City of Yelm	Splash Park	Capital
2016	CDBG	Town of Bucoda	Nenant St Waterline replacement	Capital
2016	CDBG	Tenino Boys and Girls Club	Scholarships program	Public Service
2016	CDBG	City of Tenino	Quarry Rehab	Capital
2017	CDBG	Thurston County Food Bank	Lacey Food Bank	Capital
2017	CDBG	SideWalk	Veterans Housing Coordinator	Public Service
2017	CDBG	Housing Authority of Thurston County	14th and Golf Club Housing Development	Capital
2017	CDBG	Evergreen Treatment Services	South Sound Clinic Expansion	Capital
2017	CDBG	Community Action Council	Monarch Facility	Capital
2017	CDBG	Community Youth Services	Transitional Housing Rehab	Capital
2017	CDBG	Boys and Girls Club	Lacey Homeless Youth Scholarships	Public Service

The following are City of Olympia projects funded at least in part by CDBG and HOME grants during the last three years:

2015	CDBG	Downtown Safety and Facade Improvement Program	Economic Development
2015	CDBG	Grow Olympia Fund (business loans)	Economic Development

2015	CDBG	Downtown Ambassador Program	Public Service
2016	CDBG	Downtown Safety and Facade Improvement Program	Economic Development
2016	CDBG	Business Training and Assistance	Economic Development
2016	CDBG	Providence Community Care Center	Capital
2016	CDBG	Housing Rehabilitation	Affordable Housing
2016	CDBG	Downtown Ambassador Program	Public Service
2017	CDBG	Housing Rehabilitation	Affordable Housing
2017	CDBG	Interfaith Works Year-round Day Center Staffing	Public Service
2017	CDBG	Small Business Assistance	Economic Development
2017	CDBG	Downtown Ambassador Program	Public Service
2017	CDBG	Business Training and Assistance	Economic Development

How were these needs determined?

These needs were determined based on the prioritized needs of cities and towns.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The National Association of Realtors developed the Housing Affordability Index (HAI), which has been used nationally since 1982. This index takes into account current economic conditions in an attempt to evaluate the affordability of housing. An affordability index of 100.0 or more is desirable, indicating that the potential purchaser has 100 percent or more of the income needed to qualify for a loan. According to the Thurston Regional Planning Council Housing Affordability Index, Thurston County housing affordability steadily rose from 2007 to 2013. However, after 2013, the affordability index has declined from approximately 200 to just 154.9. Thurston County is less affordable than adjacent counties to the west and south, and this contributes to the growing challenge of providing affordable housing for the residents in Thurston County.

Housing affordability for first-time homebuyers in Thurston County was 77.5 in 2017, and has been decreasing since 2013 when the index was 125.4. Real estate continues to be more affordable for first-time homebuyers than in 2006 or 2007, when indices were below 70.

According to the National Association of Realtors, home values are increasing and homeowners are paying about 15 percent of their income toward mortgages. The ACS estimated that the median home value in Thurston County from 2012 to 2016 was approximately \$242,900. Sixty nine percent of owner-occupied housing units have mortgages, with a median monthly owner cost of \$1,650. For 22 percent of homeowners, selected monthly owner costs make up 35 percent or more of their household income.

According to data from the Thurston Regional Planning Council, the number of residential units permitted increased from 1,280 in 2013 to 2,223 in 2016. This is an increase of approximately 74 percent. Current housing by type data indicates that single-family homes are the primary housing type in Thurston County, making up about 66 percent of total housing. The lowest percentage is for manufactured homes, which make up 11.3 percent of total housing.

Affordability is also an important problem for renters in Thurston County. The National Low Income Housing Coalition estimates that a person would need to earn \$20.60 an hour to afford a fair market rent in a two-bedroom apartment. Out of approximately 100,766 households, there are 19,270 low-income renter households. If 35 percent of households in Thurston County are renters, that means about 55 percent of all renters are low-income in Thurston County.

In 2016, Thurston County's median household income of \$63,286 was lower than that of the state (\$67,106). This level was slightly above the previous 10-year peak for 2008 (\$63,009) and above the median household income for 2011-2015 (\$61,677). The median household income in unincorporated portions of the county was higher than in the incorporated communities. Adjusted for cost of living using TRPC calculators, living in Olympia has a higher cost compared to the national average for a family with children.

Each year, the Thurston Economic Development Council releases its Vitality Index (VI), which is a snapshot of local economic conditions and multi-year trend analysis of industries, income, occupation, and other variables. The data display a number of economic conditions for the region based on various factors. Thurston County has been a relatively affordable place to buy a home for the past decade for those with equity; however, wages have not increased at the same rate as median home prices.

MA-10 Housing Market Analysis: Number of Housing Units - 91.210(a)&(b)(2)

Introduction

According to U.S. Census data, the total number of housing units in Thurston County has increased by approximately 5 percent from 2013 to 2017. Thurston County is experiencing an increase in demand for housing due to an influx of new residents. Some estimates report over 2,000 people moving into Thurston County each year. The Thurston Regional Planning Council reports that there were 758 new residents in 2010 and 4,239 new residents in 2015. According to the 2011-2015 ACS, Thurston County is 65 percent owner-occupied and 35 percent renter occupied, but is trending toward predominantly renter households.

The Olympia-Tumwater Housing Market area has improved since 2012. According to HUD's Comprehensive Housing Market Analysis from August of 2016, the sales housing market is currently balanced with an overall estimated sales vacancy rate of 1.5 percent, down from 2.4 percent in April 2010. New home sales increased by 2 percent to 680, and the average price went up by 8 percent (\$319,200). The market analysis predicts a demand for 4,450 new homes – 400 homes are currently under construction and a portion of the 3,400 other vacant units, which may reenter the market, will satisfy some of the demand.

The TRPC reports that 4,971 homes were sold in 2016 through Northwest Multiple Listing Service. The average price of these homes was \$283,272. Olympia has the highest home lease price since 2000, except in 2004 when Tumwater narrowly passed Olympia. Although average home sale prices have been on the rise since 2012, they have not yet reached the peak of \$335,534 seen in 2007. Three-bedroom houses accounted for almost 60 percent of the total home sales in 2016 with an average price of \$265,602. The year 2016 ties with 2005 for the lowest average days to home sale at 47 days. According to the TRPC, the average number of new housing units permitted each year from 2010 to 2015 is 1,229. The same data estimate the following breakdown of new housing units in 2017: Single-family homes with 66 percent; Multifamily homes with 23 percent; and Manufactured homes with 11 percent.

Rental housing market conditions are also balanced, according to HUD's Comprehensive Housing Market Analysis, with an overall vacancy rate of 5 percent, down from 7 percent in April 2010. In general, a vacancy rate of 5 percent indicates that demand matches supply. The apartment market is tight, with a vacancy rate of 2.6 percent. The vacancy rate for apartments in Thurston County has declined significantly since a high point in 2012 when rates were over 5 percent. There is demand for an expected 1,750 new rental units, and there are currently 610 units under construction.

According to the TRPC, in March 2017, the average rent for an apartment was \$1,036 in Thurston County. This average was less than King and Kitsap Counties and comparable to Pierce County, which has an average rent of \$1,070. One-bedroom apartments in Thurston County rented for an average of \$909 in March 2017. Two-bedroom apartments rented for an average of \$1,000. Rents are currently at historically high levels, which likely corresponds to recovery from the recession and low vacancy rates.

The National Low Income Housing Coalition estimates that in Thurston County, a person would need to earn \$20.60 an hour to afford a fair market rent in a two-bedroom apartment. Out of approximately 100,766 households, there are 19,270 low-income renter households. If 35 percent of households in

Thurston County are renters, that means about 55 percent of all renters are low-income in Thurston County.

All residential properties by number of units

Property Type	Number	percent
1-unit detached structure	74,939	69percent
1-unit, attached structure	4,296	4percent
2-4 units	5,835	5percent
5-19 units	8,051	7percent
20 or more units	5,423	5percent
Mobile Home, boat, RV, van, etc.	10,424	10percent
<i>Total</i>	<i>108,968</i>	<i>100percent</i>

Table 25 – Residential Properties by Unit Number

Data Source: 2009-2013 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	percent	Number	percent
No bedroom	248	0percent	1,233	4percent
1 bedroom	1,546	2percent	6,808	20percent
2 bedrooms	11,820	18percent	13,049	39percent
3 or more bedrooms	53,751	80percent	12,346	37percent
<i>Total</i>	<i>67,365</i>	<i>100percent</i>	<i>33,436</i>	<i>100percent</i>

Table 26 – Unit Size by Tenure

Data Source: 2009-2013 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

HUD database of subsidized housing

HUD ID Number	Project Name	Project Address	Project City	Project Zip Code	Total Number of Units	Low Income Units
WAA19870040	Killion Court	405 Killion CT NW	Yelm	98597	20	20

WAA19880240	Uptown Apartments /Bettman House	216 Ninth AVE SE	Olympia	98501	11	11
WAA19940165	Carriage Place APTS	1309 Fern ST SW	Olympia	98502	50	50
WAA19940050	Fern Ridge	1309 Fern ST SW	Olympia	98502	49	49
WAA19940125	Stuart Place	110 Legion Way SE	Olympia	98501	36	36
WAA19990025	Boardwalk APTS	410 Capitol Way N	Olympia	98501	280	280
WAA19960195	College Glen	4870 55 th LN SE	Lacey	98503	164	164
WAA19970030	Courtside APTS	600 Yauger Way SE	Olympia	98502	211	211
WAA20020130	Prairie Run APTS	205 Mountain View RD SE	Yelm	98597	32	31
WAA20010050	Evergreen Villages	505 Division ST NW	Olympia	98502	180	180
WAA20000065	Frenchman Hill APTS	590 Beach AVE NE	Olympia	98502	25	25
WAA20000095	Magnolia Villa	1410 Magnolia ST SE	Lacey	98503	20	20
WAA20000165	Summer Ridge	5701 30 th AVE SE	Lacey	98503	116	116
WAA20060235	Crowne Pointe APTS	2800 Limited LN NW	Olympia	98502	160	160
WAA20070055	Drexel House	606 Devoe ST SE	Olympia	98501	25	25
WAA20070080	Evergreen Vista II	1225 Fern ST SW	Olympia	98502	51	51
WAA20110800	Evergreen Vista I	1209 Fern ST SW	Olympia	98502	104	104
WAA00000004	118 McArthur ST	118 McArthur ST N	Tenino	98589	30	-
WAA00000472	Olympic Heights	300 Kenyon ST NW	Olympia	98502	178	36
WAA20120804	Salmon Run APTS	10720 Vancil RD SE	Yelm	98597	39	40
WAA20130004	Ashwood Downs	1900 Ashwood Downs LN SE	Olympia	98501	96	96
WAA20140984	Copper Trail	3500 Capital Mall DR SW	Olympia	98502	260	260
WAA20140994	Olympia Vista APTS	3600 Forestbrook WAY SW	Olympia	98502	-	141

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

According to HUD’s database of subsidized housing, there are seven properties in the county with contracts expiring over the period of this consolidated plan, although it is likely that the contracts will be renewed. The properties are:

- Drexel house, 25 units, in Olympia. Contract expires 2022.
- Crowne Point Apartments, 160 units, Olympia. Contract expires 2021.
- Evergreen Vista II, 51 units, Olympia. Contract expires 2022.

Does the availability of housing units meet the needs of the population?

Based on the research and analysis conducted for this Consolidated Plan and the work of the Thurston Regional Planning Council (TRPC), there is insufficient affordable housing stock in Thurston County to meet the needs of low income households (households earning 50 percent or less of the median income.) According to HUD CHAS data, 14 percent of Thurston County households earn 50 percent or less than median income. This households are the primary, but not sole recipients of the county’s section 8 housing vouchers and affordable housing units. In Thurston County, approximately 2,050 people receive Section 8 vouchers; the number on the waitlist is approximately 1,840. In addition to housing vouchers, Thurston County hosts roughly 4500 affordable housing units. With over 100,000 households, 14,000 of which earn less than 50 percent AMI the total 6500 affordable housing options falls well short of the regional affordable housing need.

Describe the need for specific types of housing:

There is a need for increased housing choices for low and moderate-income households, including converting existing housing stock to more affordable units. The region needs more housing choices for median income households to make existing low and moderate-income housing stock available to lower income residents.

Discussion

Survey respondents were asked about the top challenges facing the region, and asked to judge the level of need for a variety of eligible activities in five categories. Respondents agreed on the top four challenges facing the region: “Not enough affordable rental housing,” “Not enough services for the homeless,” “Too expensive to buy a home,” and “Not enough social service funding.” County residents emphasized the need for social services funding, while Olympians viewed home prices as a top issue.

Under affordable housing, more than 70 percent of respondents indicated a high need for homeless/transitional housing, followed by tenant-based rental assistance/housing vouchers (63 percent). Over two thirds of respondents marked “other” as high need and filled in comments. Several suggested a need for permanent supportive housing.

This data represents a keen public awareness of housing issues and needs in Thurston County. Residents know what the problems are, and there is a high level of public support for the implementation of solutions.

DRAFT

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Monthly rent data below was pulled from the most recent HOME and FMR report available through HUD.

Cost of Housing

	Base Year: 2010	Most Recent Year: 2016	percent Change
Median Home Value	\$270,359	\$283,272	4.8percent
Median Contract Rent	\$892	\$975	9.3percent

Table 27 – Cost of Housing

Data Source: Thurston Regional Planning Council

Rent Paid	Number	percent
Less than \$500	4,069	12.2percent
\$500-999	17,508	52.4percent
\$1,000-1,499	9,750	29.2percent
\$1,500-1,999	1,711	5.1percent
\$2,000 or more	398	1.2percent
Total	33,436	100.0percent

Table 28 - Rent Paid

Data Source: 2009-2013 ACS

Housing Affordability

percent Units affordable to Households earning	Renter	Owner
30percent HAMFI	1,323	No Data
50percent HAMFI	3,497	1,999
80percent HAMFI	15,619	7,495
100percent HAMFI	No Data	13,835
Total	20,439	23,329

Table 29 – Housing Affordability

Data Source: 2009-2013 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	784	866	1071	1559	2453
High HOME Rent	784	866	1071	1317	1712

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Low HOME Rent	677	725	870	1005	1352

Table 30 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

ACS data estimates the 2011-2015 median household income to be approximately \$61,677. The same data set shows that 21 percent of Thurston county residents earn between \$25,000 and \$49,000 per year. A total of 17 percent earn less than \$24,000. With rising rental and home ownership costs in recent years, there is insufficient housing that is affordable for these lower income residents.

How is affordability of housing likely to change considering changes to home values and/or rents?

As rents and home values both continue to increase, there will be additional cost burden for middle and low income individuals and families seeking housing. According to the TRPC, vacancy rates for apartments in Thurston County have declined significantly since a high point in 2012, when rates were over 5 percent. In 2017, vacancy rates were only 2.7 percent. These low vacancy rates suggest that supply does not match demand, and rental prices will likely continue to rise. Home prices also continue to increase and the reliability of interest rates is unknown. Additionally, until unemployment levels decline, incomes will not increase significantly enough to make the increasing rents and home values affordable. These factors suggest that there is insufficient housing for households at lower income levels, and that this problem will become increasingly more serious over time without intervention. It is likely that affordability will decline over the next several years, until such time that employment and income increase to a level that is sustainable under the current market conditions.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Since 2010, the average rent has increased for Thurston County. The median rent is \$1,089. Though the fair market rent listed above is lower compared to the median rent, the increases in rent have been significant. In just two years, Thurston Regional planning Commission data show an average rent increase from \$900 to \$1050.

Discussion

Availability and affordability of housing are increasingly more serious concerns for providing sustainable residence for the people of Thurston County. As rents and home values rise, wages struggle to provide the amount of money that people need in order to afford homes. The self-

sufficiency standard for the state of Washington identifies the amount of income needed to support families of various sizes without additional help from the government, community, or other personal resources. This reflects what the report calls bare bones budgets that meet basic needs, but no extras. The report provides the following example: A parent earning the 2017 Washington State minimum wage of \$11.00 per hour will fall short of meeting the Standard for a family with two young children. If that person lives in Thurston County, they would be able to cover only 42 percent of the family's basic needs. If a family has two adults and one school-age child and one preschooler, the Standard indicates that family would need an income of \$60,518. The average median income for Thurston County falls close to this basic needs level. However, the number of hours a minimum wage worker would need to work in Thurston County to meet the basic needs of a family of one adult, one preschooler and one school-age child is 92 hours per week. Only with the addition of housing assistance such as housing choice vouchers would this family come close to being able to adequately provide for itself.

MA-20 Housing Market Analysis: Condition of Housing - 91.210(a)

Introduction

This section contains an overview of housing conditions in Thurston County, including an estimate of the number of units that contain lead-based paint hazards and are occupied by low- and moderate-income households.

The physical condition of housing stock is important for both the health and safety of residents, and as an indicator of the need for weatherization. Houses that are not properly weatherized waste energy, costing residents extra money to heat and cool. Two measures of the physical condition of housing stock that are collected in the American Community Survey are whether a unit has complete plumbing and kitchen facilities.

As previously stated, almost 80 percent of all residents with income levels between 30 and 50 percent AMI have one or more of four housing problems.

Describe the jurisdiction's definition for "substandard condition" and "substandard condition but suitable for rehabilitation":

Continued demand for CDBG-funded rehabilitation loans also show the need for improvements to the physical condition of housing stock. For rehabilitation activities undertaken with HUD funds, the following definitions are used:

- **Standard Condition:** Dwelling units that provide safe and adequate housing, are well maintained, and are structurally sound without visible deterioration or observable defects.
- **Substandard Condition and Not Suitable for Rehab:** Dwelling units that are in such poor condition as to be neither structurally nor financially feasible for rehabilitation.
- **Substandard Condition but Suitable for Rehab:** Dwelling units that do not meet standard conditions but are both financially and structurally feasible for rehabilitation. This does not include units that require only cosmetic work, correction, or minor livability problems or maintenance work.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	percent	Number	percent
With one selected Condition	19,628	29percent	15,207	45percent
With two selected Conditions	340	1percent	981	3percent
With three selected Conditions	24	0percent	83	0percent
With four selected Conditions	0	0percent	0	0percent
No selected Conditions	47,373	70percent	17,165	51percent

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	percent	Number	percent
Total	67,365	100percent	33,436	99percent

Table 31 - Condition of Units

Data Source: 2009-2013 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	percent	Number	percent
2000 or later	15,995	24percent	6,443	19percent
1980-1999	25,088	37percent	11,767	35percent
1950-1979	19,903	30percent	12,385	37percent
Before 1950	6,379	9percent	2,841	9percent
Total	67,365	100percent	33,436	100percent

Table 32 – Year Unit Built

Data Source: 2009-2013 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	percent	Number	percent
Total Number of Units Built Before 1980	26,282	39percent	15,226	46percent
Housing Units build before 1980 with children present	9,780	15percent	6,085	18percent

Table 33 – Risk of Lead-Based Paint

Data Source: 2009-2013 ACS (Total Units) 2009-2013 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 34 - Vacant Units

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

Rehabilitation of owner and renter occupied housing was a top need identified by one third of residents responding to the survey. Thirty percent of owner-occupied housing and 48 percent of rental units have at least one housing condition that requires rehabilitation. Approximately 40 percent of housing units also still present a risk of lead-based paint hazard.

As Thurston County's ownership and rental housing ages there is and there will continue to be a growing need to rehabilitate these units. Seventy four percent of housing units in Thurston County are already more than 20 years old, and 54 percent are more than 30 years old, according to the ACS 2012-2016 estimate. It is important that the region, to the maximum extent possible, maintain or provide programs that offer ownership and rental housing rehabilitation assistance.

Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

In Thurston County, approximately 40 percent of housing units also still present a risk of lead-based paint hazard, including 39 percent of owner-occupied units and 46 percent of rental units. There are a total of 36,062 housing units at risk. Nearly 40 percent of these at risk units are occupied by families with children. It is likely that many of these homes are occupied by low or moderate income families, as older homes tend to be more affordable, and lower income families may not have the means to mitigate the problem.

Discussion

Addressing lead-based paint hazards is critical to preserving older affordable housing units and meeting HUD's statutory goals of providing decent housing and a sustainable living environment. It is usually more cost-effective to maintain and preserve established, older housing than to replace it. Thus, remediation of lead-based paint hazards is both a health and safety strategy, particularly for children, and an investment in the future of affordable housing. In most houses in Thurston County, the risk of lead hazards can be greatly reduced through window replacements, encapsulation, and dust removal. The Housing Authority of Thurston County provides certified lead-based paint risk assessments and inspections conducted by EPA-licensed Lead Risk Assessors.

In an effort to address lead-based paint hazards, the City of Olympia has incorporated Title X of the Community Development Act of 1992 (part of the Residential Lead-Based Paint Hazard Reduction Act of 1992) into its housing policies and programs. Olympia will continue to follow 24 CFR Part 35 in addressing the evaluation and reduction of lead-based paint hazards in Olympia's housing policies and programs.

The Urban County and Olympia CDBG Programs will continue to encourage housing rehabilitation loans through a variety of sources, including various federal, state and local funding resources whenever

possible. The preservation of existing affordable housing stock is tied to our overall affordable housing goal for this strategic plan. Providing housing rehabilitation loans to improve the physical condition of housing stock, particularly renter housing, reduces hazards from lead exposure. Rehabilitation loans also benefit low-income households by reducing costs from heating and cooling.

MA-25 Public and Assisted Housing - 91.210(b)

Introduction

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
				Veterans Affairs Supportive Housing	Family Unification Program	Disabled *			
# of units vouchers available	183	73		1,957	182	1,775	289	198	676
# of accessible units									

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 35 – Total Number of Units by Program Type

Data PIC (PIH Information Center)
Source:

Describe the supply of public housing developments:

Not applicable.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Not applicable.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 36 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

There are no public housing units owned by the Thurston County Housing Authority.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Not applicable.

Discussion:

The Thurston County Housing Authority does not own any public housing units and there are none scheduled for development. The only public housing property in Thurston County is a 69-unit property in Olympia that is owned by the King County Housing Authority. This property was developed before the Housing Authority of Thurston County was formed.

MA-30 Homeless Facilities and Services - 91.210(c)

Introduction

As housing costs and unemployment rates have risen, the number of people without a place to live has grown significantly — 55 percent (294 people) since 2017 and 25 percent (164 people) since the 2013 point-in-time (PIT) Homeless Census. The 2017 count found that 579 individuals were homeless or lived in transitional housing. Of these individuals, 171 reported being unsheltered. In addition, 75 people were counted as temporarily living with friends or family, bringing the total number of individuals without a stable place to live to 654. Preliminary results from the 2018 count found that 828 individuals were homeless or lived in emergency or transitional housing. The 2018 Homeless Census showed the largest portion reported being unsheltered – 324 of the 828.

Thurston County’s homeless shelter capacity in 2015 had decreased to a level comparable to that of 2006, in a steady reduction following peak capacities recorded in 2010 and 2011. However, capacity was still unable to meet the level of need for shelter. To house all of those homeless in the county as of 2015, an additional 84 beds would have been needed. Homeless shelter capacity was not included in more recent reports that have been published based on annual PIT Homeless Census results.

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	70	20	90*	24	
Households with Only Adults	180	91	20*	45	
Chronically Homeless Households	Unk*	Unk*	Unk.*	35	
Veterans	0	0	11*	0	
Unaccompanied Youth	12	5	43*	0	

Table 37 - Thurston County’s Housing Inventory Chart (HIC)

The above table illustrates the types of housing provided for homeless persons. The Transitional Housing Beds numbers include rapid rehousing.

Beginning in 2010, area housing providers converted a significant portion of their inventory from Transitional Housing to Permanent Supportive Housing. This conversion reflected the needs of residents who were unable to “transition” to permanent or independent housing. Drexel House and Drexel House 2 serve single adults in Thurston County. They provide 16 year round shelter beds, and four beds that are preferentially filled with veterans. There are a total of 86 units of permanent supportive housing, with 50 of those units reserved for individuals who are veterans.

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Thurston County and the city of Olympia follow the best practice of Housing First, followed quickly by wraparound social services that are tailored to meet the needs of the household. Thurston County service providers follow a harm-reduction philosophy as part of a Housing First model. There are a number of key support services available to those seeking housing stability. The following is a list of the mental health services and providers according to the Thurston County 5-Year Plan:

Services	Provider
Mental Health	BHR, County BHO
Drug/Alcohol Treatment	County Chemical Dependency/ BHR
Peer Support Services	Capital Recovery Center
Parenting Skills	Family Support Center
Vocational Training	SPSCC
Personal Finance	Asset Building Coalition
Social Security Disability Assistance	SideWalk
Independent Living Skills	Community Youth Services
Case Management	Asst. agencies
Domestic Violence Advocacy	Safeplace, Family Justice Center
Food	Thurston County Food Bank

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Services provided to meet the needs of homeless persons include mental health care, drug and alcohol treatment, peer support services, parenting skills development, vocational training, personal finance assistance, social security disability assistance, independent living skills development, case management services, domestic violence advocacy, and food assistance.

MA-35 Special Needs Facilities and Services - 91.210(d)

Introduction

Supportive services (including case-management, health services, addiction counseling, employment services, legal services, etc.) are needed by chronically homeless persons, victims of domestic violence, youth exiting the foster care system, ex-offenders and others in order to allow them to remain in housing over the long term. Persons with severe disabilities also need ongoing supportive services, both for day-to-day living and to ensure that they are able to obtain decent housing.

Data on age ranges with severe physical disabilities falling below federal poverty line (25-64 year olds in old report) <https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml> Thurston specific data

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Housing provided by Union Gospel Mission is intended for people in recovery from drug and alcohol addictions. Other special needs populations are accommodated by housing with designated supportive services rather than housing segregated by needs.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

All Transitional and Permanent Supportive Housing resources are provided with supportive services intended to ensure that persons returning from mental and physical health institutions are enabled to re-enter successfully.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Project Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Used effectively, TBRA can help stabilize households at risk for homelessness or experiencing homelessness, by providing short-term assistance for rent arrears, deposits, moving assistance, and rent subsidy. Thurston County does not use HOME funds for TBRA activities, but uses state and local funds to support rental assistance activities, such as rapid rehousing.

Project Type	Market Characteristics that will influence the use of funds available for housing type
TBRA for Non-Homeless Special Needs	HOPWA funds, available through the Pierce County AIDS Foundation, can provide for Short-Term Rent, Mortgage, and Utility (STRMU) assistance for the special needs of people with HIV and AIDS.
New Unit Production	The region had a vacancy rate of 2.7 percent in 2017. Apartment vacancy rates have been in overall decline since 2010. The HOME program can be utilized based on cost and resources, targeting of different income levels, location considerations, and opportunities for leveraging.
Rehabilitation	The number of sub-standard housing units; the availability of private sector funding. The region has a growing senior population, many of whom live on fixed incomes, and may be unable to make needed repairs and accommodations.
Acquisition, including preservation	CDBG and HOME funds can be used based on cost and resources, targeting of different income levels; location considerations in terms of competitiveness for leverage funding.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Specific Annual Action Plans will identify projects intended to serve other special needs populations.

MA-40 Barriers to Affordable Housing - 91.210(e)**Describe any negative effects of public policies on affordable housing and residential investment**

Thurston County's Housing Action Team has empaneled a group to develop strategies to address zoning and development policies that create barriers to affordable housing. Other efforts include the multi-year community planning process called the "Missing Middle" conducted by the City of Olympia Planning Commission to develop changes to the City's Comprehensive Plan that would increase housing densities and provide more housing varieties, i.e. upzoning single family neighborhoods to allow duplexes and tri-plexes.

DRAFT

MA-45 Non-Housing Community Development Assets - 91.215 (f)

Introduction

The unemployment rate fluctuates seasonally and from month to month, but despite significant decreases there is no question that the recession of 2008-2009 is continuing to impact Thurston County residents' ability to find and retain jobs. According to the American Community Survey Five-Year estimate, Thurston County's average unemployment for 2012-2016 was 5.1 percent, higher than the state average of 4.3 percent. The proportion of Olympians looking for work was slightly higher, at 5.4 percent. The most recent data from the state Employment Security Department (February, 2018) paints a similar picture: the county unemployment rate is 5.6 percent compared to the statewide rate of 4.8 per-cent.

These numbers are a significant improvement from early 2010, when the unemployment rate reached a high of more than 9.5 percent. The economic outlook continues to improve, but many people with low and moderate incomes still struggle to make ends meet.

The decrease in unemployment can be seen in an upward trend of salaries across industries in the regions. Based on 2016 American Community Survey average salaries in Thurston County have increased 15.7percent since 2011. This is likely greatly impacted by a more competitive employment market. In Thurston County, 97.4 percent of the population has access to broadband coverage, which is higher than the statewide average of 94.8 percent, according to BroadbandNow, a comparison and research website. The City of Lacey was the city with the third-fastest average download speed (80.2 mbps) in the state in 2017. HOME and CDBG funding criteria will continue to weigh access to broadband services as one component of a decision to award funds to a project or housing development.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers percent	Share of Jobs percent	Jobs less workers percent
Agriculture, Mining, Oil & Gas Extraction	1,623	1,560	4	4	0
Arts, Entertainment, Accommodations	9,048	8,439	27	27	0
Construction	4,457	3,649	12	10	-1
Education and Health Care Services	13,549	12,357	39	42	3
Finance, Insurance, and Real Estate	4,300	3,681	12	12	0
Information	1,319	834	4	3	-1
Manufacturing	5,424	3,349	15	10	-5
Other Services	3,203	3,279	10	11	1

Business by Sector	Number of Workers	Number of Jobs	Share of Workers percent	Share of Jobs percent	Jobs less workers percent
Professional, Scientific, Management Services	5,329	4,810	16	16	1
Public Administration	0	0	0	0	0
Retail Trade	10,914	10,844	32	35	3
Transportation and Warehousing	2,494	1,890	7	5	-1
Wholesale Trade	3,231	3,045	9	9	0
Total	64,891	57,737	--	--	--

Table 38 - Business Activity

Data 2009-2013 ACS (Workers), 2013 Longitudinal Employer-Household Dynamics (Jobs)
Source:

Labor Force

Total Population in the Civilian Labor Force	126,983
Civilian Employed Population 16 years and over	115,107
Unemployment Rate	9.35
Unemployment Rate for Ages 16-24	3.17
Unemployment Rate for Ages 25-65	5.96

Table 39 - Labor Force

Data Source: 2009-2013 ACS

Occupations by Sector	Number of People
Management, business and financial	30,305
Farming, fisheries and forestry occupations	5,421
Service	12,964
Sales and office	28,823
Construction, extraction, maintenance and repair	9,689
Production, transportation and material moving	5,956

Table 40 – Occupations by Sector

Data Source: 2009-2013 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	76,413	68 percent
30-59 Minutes	26,786	24 percent
60 or More Minutes	8,391	8 percent
Total	111,590	100 percent

Table 41 - Travel Time

Data Source: 2009-2013 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	4,200	865	3,405
High school graduate (includes equivalency)	20,645	2,132	7,587

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Some college or Associate's degree	37,741	2,998	12,292
Bachelor's degree or higher	34,874	1,571	7,599

Table 42 - Educational Attainment by Employment Status

Data Source: 2009-2013 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	285	678	426	1,411	1,345
9th to 12th grade, no diploma	3,446	2,036	1,383	2,586	2,448
High school graduate, GED, or alternative	7,259	8,181	7,456	15,314	9,499
Some college, no degree	9,218	10,720	9,010	20,071	8,185
Associate's degree	1,689	3,803	3,765	7,338	2,407
Bachelor's degree	1,603	6,823	7,418	14,045	5,985
Graduate or professional degree	163	2,597	4,115	10,457	4,816

Table 43 - Educational Attainment by Age

Data Source: 2009-2013 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	24,298
High school graduate (includes equivalency)	30,727
Some college or Associate's degree	39,825
Bachelor's degree	51,365
Graduate or professional degree	64,140

Table 44 – Median Earnings in the Past 12 Months

Data Source: 2009-2016 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The county's economy is driven by government employment – more than one-third of all nonfarm employment can be attributed to state and local government jobs. Between 2015 and 2016, Thurston County gained 1,175 government jobs. Government is by far the largest employer, with about 37,159 people employed in 2016 and an average annual wage of \$58,755. Health care, retail trade, accommodation, and food services are the next highest categories.

Describe the workforce and infrastructure needs of the business community:

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The great recession had broad impacts for the entire economy. But, locally, the blow was most evident in reductions to our locally-dependent State workforce. While some of those jobs will return, long-term state employment is trending downward, suggesting a more pressing need to diversify our sector base.

A recent white paper revealed the extent to which the City of Lacey's economy is supported by, and dependent upon, the payroll, spending and spin-off effects of the Joint Base Lewis-McChord (JBLM). While not as pronounced in other local communities, future force reductions could have trickle down impacts for retail businesses, the real estate market and other areas of our economy. Conversely, many separating soldiers (estimated to be 40percent) indicate a desire to remain in Thurston County, potentially supplying a whole new workforce segment from which to grow existing and new sectors.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Ninety-four percent of county residents age 25 and older are high school graduates, a rate higher than the statewide average of 90.6 percent. Those with a bachelor's degree or higher made up 33.6 percent of the county's population, which is slightly higher than 33.3 percent of state residents. Olympians have the highest percentage of college and advanced degrees, with more than 44 percent reporting that level of educational attainment.

College and advanced degree holders are able to take advantage of the many government and health care job opportunities that require those degrees. Residents without college degrees are often limited to retail, accommodation, and food service jobs, which are abundant but often do not pay well. For example, accommodation and food services has the fourth highest employment numbers, employing 9,759 people, but has the lowest annual wage of any category, at just \$17,902. For many residents without high school and college degrees, these jobs represent available work but do not provide adequate wages to keep a family out of poverty status.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

1. Countywide Regional Economic Plan

The Thurston Community Economic Alliance (TCEA) Strategic Plan serves as the countywide economic development plan, which leverages broad-based, county-wide public and private partnerships, to:

- Coordinate economic development activities;
- Identify goals to attract investment; and,
- Develop a long term strategy to support and diversify the regional economy

The countywide TCEA Strategic Plan contains five focus areas:

Focus Area 1: Career Pathways and Workforce Readiness

Maintain a progressive education, training and workforce development system that creates career pathway opportunities for all residents and streamlines employer access to a highly-qualified talent pool.

Focus Area 2: Target Industry Growth and Innovation

Support and stimulate growth in empirically-defined “clean and green” target industries that provide critical jobs, generate significant taxable revenue and attract new investment.

Focus Area 3: Small Business and Entrepreneurial Resource

Promote and support a culture of innovation and entrepreneurship by connecting small and emerging business with the resources they need to launch and grow.

Focus Area 4: Infrastructure, Policy and Funding Coordination

Strengthen collaboration to ensure policy alignment, adequate infrastructure funding and effective implementation of strategic community initiatives.

Focus Area: Brand Development, Partnerships and Communication

Develop a Thurston brand and promote our community as a preferred destination for investors, employers and employees based on our geographic location, cultural assets, affordability and integrated workforce and educational systems.

2. City of Olympia Economic Development Plan

This Olympia Economic Development Plan is a part of the city’s Comprehensive Plan, focusing on the following five areas:

- Abundant Local Products and Services
- A Thriving Arts and Entertainment Industry
- Sustainable Quality Infrastructure
- A Stable Thriving Economy

One significant barrier to sustainable economic growth is the depleted inventory of housing options across all income levels – especially affordable or low-income housing. Economic Development requires a diverse range of housing types and price points in order to reduce the

number of cost-burdened households. Adequate housing inventory is essential to attract and retain employers. These housing goals will be detailed as follows:

- Comprehensive Housing Strategy: The City is developing a Comprehensive Housing Strategy, to plan an appropriate mix of housing options citywide for all income levels.
-
- ② **Low-Income Housing:** The Comprehensive Housing Strategy will include both subsidized and privately developed new low-income housing over a 20 year period. The CHS will identify key areas with high amenity areas that include access to schools, parks, transportation and services. Low-income housing will also be addressed as part of the City’s “Missing Middle” planning process to increase density of housing in high amenity areas as described above.
- ② **Downtown Urban Hub Housing:** The Comprehensive Housing Strategy will include a diverse mix of approximately 2,500 to 3,500 new residences over the next 20 years in the urban hub, intended to accommodate a diverse range of incomes. Plans include the retention of existing and new construction of low-income housing in the urban hub. All of downtown is designated as a high amenity area with significant access to transportation, parks, services, entertainment and cultural/artistic assets.

Discussion

Thurston County boasts a highly educated work force, most of whom live and work in close proximity. Employment in the county is largely through federal, state and local government. The region hopes to diversify regional employers by targeting industry growth and innovation in “clean and green” development as well as small business and entrepreneurial endeavors.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

An analysis of CHAS and ACS data show that while households in all income groups experience some degree of housing problems, extremely low- and very low-income households experience problems at higher rates. According to the 2009-2013 CHAS data mentioned in the Needs Assessment section, households with incomes at 0-30 percent AMI experience one or more housing problems at a much higher rate compared to the other categories.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The recently completed "Assessment of Fair Housing (AFH) process revealed that Thurston County does not have any Racially/Ethnically Concentrated Areas of Poverty (R/ECAP's). However, it did identify areas of incipient concentration of racial and ethnic areas of poverty as well as areas of poverty that appear to be impacted by the concentrated investment of state and federal funding and tax credits. While HUD recently announced that AFH Plans would be delayed for implementation until 2020, local jurisdictions are considering regional adoption of the AFH recommendations as a strategy for reducing R/ECAP's.

What are the characteristics of the market in these areas/neighborhoods?

There are no R/ECAP's located in Thurston County.

Are there any community assets in these areas/neighborhoods?

N/A

Are there other strategic opportunities in any of these areas?

Thurston County and the City of Olympia are developing strategies to ensure that federal, state and local housing investments to not contribute to creating any formal R/ECAP's.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Thurston County Regional Consolidated Plan identifies the development of viable communities by the provision of decent housing, a suitable living environment, and the expansion of economic opportunity. Each of the six Consolidated Plan strategies was developed to address one or more of the CDBG national objectives, which are to benefit low- and moderate-income persons, eliminate slums or blight, and meet urgent needs. Through a housing needs analysis, input from the citizen survey, and other consultation with community partners, Thurston County and the City of Olympia have developed a proposed strategic plan with six priorities for the use of CDBG and HOME funds to address the three national objectives of the program.

The six strategic goals provide a framework for the annual Action Plans, which identify specific activities to be funded each year. The goals are:

- **Affordable Housing** Maintain, enhance, and expand the supply of rental, homeownership, and special needs Affordable Housing for-low income populations;
- **Economic Development** Identify and create opportunities for Economic Development programs that principally benefit low-income people;
- **Public Facilities and Infrastructure** Identify priority projects that serve low-income populations throughout the county;
- **Public or Social Services** Provide essential Public Services for low-income and special needs populations;
- **Homeless Continuum-of-Care** create a comprehensive system that is responsive to the needs in our community(County-only strategy for County HOME funds); and
- **Land Acquisition** The Acquisition of land to support the development of new affordable housing, public facilities, infrastructure, or other CDBG-eligible activities to meet the needs of low-income residents.

Strategic goals are broad in nature and are specifically designed to address all needs identified in the Consolidated Plan. Each year these strategies will be used as the framework from which to identify the specific activities to be pursued as action steps of the multi-year Consolidated Plan. These annual steps are presented in the one-year annual Action Plans, issued separately by the Thurston County Commission and the Olympia City Council, which identify the specific projects and programs to receive funding. The jurisdictions' annual Action Plans for fiscal year 2018-19 are included in this section.

This plan identifies housing and community renewal needs far in excess of the funds available, even from multiple sources of funds identified. While no identified need is unimportant, several seem more urgent. Identifying these priority areas does not abrogate or in any way weaken the force of existing

inter-local agreements. Nor is it a justification to violate existing terms or conditions for use of state or federal funds. That said, the following areas are region wide priorities:

- **Affordable Housing:** Maintain, enhance, and expand the supply of rental, homeownership, and special needs Affordable Housing for-low income populations;
- **Economic Development:** Identify and create opportunities for Economic Development programs that principally benefit low-income people;
- **Public Facilities and Infrastructure:** Identify priority projects that serve low-income populations throughout the county;
- **Social Services:** Provide essential social services, termed Public Services for low-income and special needs populations;
- **Homeless Continuum of Care:** Create a comprehensive Homeless Continuum-of-Care system that is responsive to the needs in our community (County-only strategy for non-federal HOME funds); and
- **Land Acquisition:** The Acquisition of land to support the development of new affordable housing, public facilities, infrastructure, or other CDBG-eligible activities to meet the needs of low-income residents.

SP-10 Geographic Priorities - 91.215(a)(1)

Geographic Area

General Allocation Priorities

Thurston County does not identify specific geographic priority areas for investment of the federal resources. However, Thurston County and its partner cities and towns have created a method to provide full access to our Community Development Block Grant resources which allows the rotation of the total funding allocation among the following: Year 1: Projects in Unincorporated Thurston County and the four small cities of Yelm, Rainier, Tenino and the town of Bucoda; Year 2: Projects in the City of Lacey; and Year 3: Projects in the City of Tumwater. Olympia identifies the urban hub to be a geographic priority area.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 452 – Priority Needs Summary

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Economic Development
	Description	Maintain, enhance, and expand the supply of rental, homeownership, and special needs affordable housing for low income populations.
	Basis for Relative Priority	
2	Priority Need Name	Homeless Assistance and Prevention
	Priority Level	High
	Population	Extremely Low Large Families Families with Children Elderly Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth

	Geographic Areas Affected	
	Associated Goals	Affordable Housing Homeless Continuum of Care
	Description	Services, facilities, and housing options to prevent homelessness and quickly move individuals and families who are homeless back into housing.
	Basis for Relative Priority	
3	Priority Need Name	Land Acquisition
	Priority Level	High
	Population	Extremely Low Large Families Families with Children Elderly Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	
	Associated Goals	Affordable Housing, Homeless Assistance and Prevention, Public Services
	Description	Acquisition of land to support Strategic Priorities
	Basis for Relative Priority	
4	Priority Need Name	Public Services
	Priority Level	High

	Population	Extremely Low Large Families Families with Children Elderly Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	
	Associated Goals	
	Description	Provide essential public services for low income and special needs populations.
	Basis for Relative Priority	
5	Priority Need Name	Infrastructure and Public Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	Public Facilities and Infrastructure Land Acquisition

	Description	Identify priority public facilities and infrastructure projects that serve low and moderate income populations throughout the county.
	Basis for Relative Priority	
6	Priority Need Name	Economic Development
	Priority Level	Medium
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	
	Associated Goals	Affordable Housing
	Description	Provision of training and small business education and training programs.
	Basis for Relative Priority	

Narrative (Optional)

The basis for assigning priority to need in the planning process varied to some degree depending on the category of need and the geographic area to be served. The following approaches were common to all categories of need:

- **Data Analysis** A detailed analysis of quantitative and qualitative data was performed using the most recently available information from the federal government, Washington State, Thurston County, the Thurston County Regional Planning Council, the City of Olympia, nonprofit organizations, and advocacy groups.

- **Comparative Plan Review** A review of recent studies, reports, and strategic plans related to affordable housing and community/economic development was performed.
- **Survey Results** were reviewed to assess how “front-line” experience of service providers influenced perceptions of need and priorities.
- **Review of Prior Years** Past program activities from the 2013-2017 Consolidated Plan were reviewed to determine how past prioritization was implemented and assess whether underlying need had been met.
- **Citizen Feedback**, including written comments and participation at public hearings, was reviewed and incorporated into prioritization where possible.

Homeless and permanent supportive housing is a high-priority need for Affordable Housing. Development of affordable housing, including both for rental and homeownership, is also a high priority. Other high-priority areas include homeless services, homeless shelters, public facilities, and infrastructure. Economic development needs are identified as medium priority.

Thurston County and its cities address some types of community development needs such as parks, transportation facilities, infrastructure projects, and civic facilities through dedicated funding sources including user fees, bonds, grants, cost-sharing with other jurisdictions, local improvement districts, developer contributions, impact fees, and utility taxes. As noted in the *Capital Facilities Plan*, city drinking water, wastewater, and stormwater utilities are operated like businesses and must be self-supporting.

Olympia’s medium priority need for economic development activity is documented in the 2017 “Downtown Strategy Report” which identifies significant impacts related to the high concentration of homeless shelters and services in the urban hub.

Under certain circumstances, activities that are designated as medium or low priority may be funded by the CDBG and HOME programs, such as when linked to, or necessary for, a high-priority housing, homeless, or public service need.

SP-30 Influence of Market Conditions - 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Used effectively, TBRA can help stabilize households at risk for homelessness or experiencing homelessness, by providing short-term assistance for rent arrears, deposits, moving assistance, and rent subsidy. Thurston County does not use HOME funds for TBRA activities, but uses state and local funds to support rental assistance activities, such as rapid rehousing.
TBRA for Non-Homeless Special Needs	HOPWA funds, available through the Pierce County AIDS Foundation, can provide for Short-Term Rent, Mortgage, and Utility (STRMU) assistance for the special needs of people with HIV and AIDS.
New Unit Production	The region had a vacancy rate of 2.7 percent in 2017. Apartment vacancy rates have been in overall decline since 2010. The HOME program can be utilized based on cost and resources, targeting of different income levels, location considerations, and opportunities for leveraging.
Rehabilitation	The number of sub-standard housing units; the availability of private sector funding. The region has a growing senior population, many of whom live on fixed incomes, and may be unable to make needed repairs and accommodations.
Acquisition, including preservation	CDBG and HOME funds can be used based on cost and resources, targeting of different income levels; location considerations in terms of competitiveness for leverage funding.

Table 463 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The County expects to receive approximately \$4,786,157 during the program year in federal, state and local funding to address the needs identified in the consolidated plan. The chart below identifies approximate amounts anticipated to be made available but it is important to note that exact figures are subject to a variety of factors beyond the control of the County.

The City expects to receive a total of \$11,700,000 in fiscal resources during the Five-year Consolidated Planning Process, based on annual averages of \$350,000 in new CDBG grant funds and \$150,000 in CDBG Program Income annually. In addition to CDBG annual entitlements and program income, the City intends to utilize its CDBG Section 108 Loan Guarantee Program balance of 1,300,000 (CDBG Section 108 allows an entitlement community to access up to five times its annual CDBG grant award by pledging future CDBG funding as collateral). Beyond federal funding sources, the City also anticipates having an additional \$2,300,000 in annual sales tax generated dollars dedicated to housing activities starting in calendar year 2019.

Of the available funding, \$1,655,757 is federal CDBG and HOME funding. The remaining funds, \$3,130,400 are from the state Consolidated Homeless Grant, local Affordable and Homeless Housing Revenues and local tax and private dollars through the Community Investment Partnership program

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG – County	public - federal	Acquisition Admin and Planning Housing Public Services	1,069,401	0	0	1,069,401	0	CDBG funding used for projects identified by the city of Tumwater in 2018 program year.
CDBG – City	Public Federal	Housing Acquisition Economic Development Public Facilities Public Services	\$355,000	\$145,000	\$500,000	\$1,000,000	\$2,000,000	Olympia’s First Year CDBG Annual Action Plan will identify specific activities

HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	548,830	0	0	586,356	0	HOME funded projects identified by the Board of County Commissioners for the 2018 program Year.
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Other	public - federal	Acquisition Admin and Planning Economic Development Homebuyer assistance Homeowner rehab Housing Multifamily rental new construction Multifamily rental rehab New construction for ownership Public Improvements Public Services TBRA	0	0	0	0	0	
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Table 47 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The HOME program requires match funding of at least 25 percent for all federal funding utilized during the year. The county has accrued sufficient match funding from prior year projects to cover the match requirement for several future years. We will however be accruing additional match funding from affordable housing projects developed by both our Community Development Housing Organizations (CHDO's) and non CHDO projects created and operated by our local development community. Sources of match will include cash contributions from SHB- 2060 revenues, state housing trust fund, and other local funding as leveraged by the developers.

The non-federal revenues provide additional leverage to the community to address homeless housing and services needs for individuals, families and the overall system change initiatives.

The Consolidated Homeless Grant (CHG), managed by the Washington State Department of Commerce, combines state homeless resources into a single grant opportunity for county governments. The CHG is designed to support an integrated system of housing assistance to prevent homelessness and quickly rehouse families who are unsheltered. The funds provided to Thurston County total approximately \$325,000 per year.

The Housing and Essential Needs Grant, awarded by the Washington State Department of Social and Health Services, provides more than \$1 million annually to the county in rent, utilities, and essential needs assistance for Medical Care Services recipients.

The Washington State Legislature created two additional sources of funding, known as 2060 and 2163 after the bills that established them in 2002 and 2005, respectively. The 2060 fund generates approximately \$250,000 per year to the county for the acquisition, rehabilitation, and new construction of housing projects affordable to people with incomes at or below 50 percent of the area median income. The monies can also be used for operation and maintenance activities at low-income housing projects and for assistance vouchers.

The 2163 fund raises approximately \$2.0 million annually to implement the county's homeless housing plan. This broad funding source supports coordinated and centralized entry programs, homeless services, operating and maintenance funding, emergency, transitional and permanent supportive housing, and other activities to end or reduce homelessness.

Olympia plans to leverage its CDBG funds with a newly created Olympia Home Fund that will generate an estimated \$2,300,000 in annual sales tax revenues for affordable housing activities, including new construction, acquisition, rental assistance and other activities.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No County-owned land will be used during this plan year to address the needs identified in this plan. Projects involving City of Olympia-owned properties will be identified during the specific program years.

Discussion

Leveraging results in increased collaboration, achieves better outcomes, and ensures that the most value is obtained from the use of CDBG funds. Leveraging can take the form of matching funding from another entity; in-kind donations of materials, resources, and staffing; or can consist of taking advantage of incentives in the city's municipal code that encourage development of affordable housing.

The County has developed a large match pool of funding from prior year projects that have created a number of units of permanent rental housing in the community. Projects funded in this round will also leverage SHB 2060 Affordable Housing funding dedicated to permanent affordable rental housing units in the county.

Other sources of leveraging opportunities in Thurston County are listed below.

Rehabilitation, Land Acquisition, Neighborhood Revitalization, and Other Housing Activities:

- Thurston County HOME Program, Affordable Housing, and Homeless Housing Programs;
- Neighborhood Match Grants;
- City of Olympia Home Fund
- Density bonuses supported by city codes;
- Multi-family property tax exemption supported by city codes; and
- Expedited permit review supported by city policies.

Public Services:

- Community Investment Partnership (local government general funds);
- United Way charitable funds;
- McKinney/Vento Funding for emergency shelters/transitional housing; and
- Thurston County Community Foundation.

Economic Development, Microenterprise Trainings, and Loans:

- Economic Development Council business resource center;
- Enterprise for Equity micro-loan program;
- Thurston County Chamber of Commerce Small Business Incubator; and,

- Olympia Downtown Alliance Business Training Program.

DRAFT

SP-40 Institutional Delivery Structure - 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served

Table 48 - Institutional Delivery Structure

Assessment of Strengths and Gaps in the Institutional Delivery System

Housing Priority There is a strong commitment in the community to work on housing issues, as evidenced by the Community Investment Partnership, Thurston Thrives Housing Action Team, with its sub-teams of the Homeless Housing Hub and Capital/New Construction, all of which engage the active participation of housing partners and nonprofits. A growing network of knowledgeable and experienced developers, both nonprofit and for-profit, lend their skills and perspectives to addressing the need.

Regional Coordination In recent years there has been an increased emphasis on coordination within the region to address the needs of low- and moderate-income residents. Relationships are strong between service providers and community based programs, Thurston Thrives members and other elected officials, and between the jurisdictions, resulting in cooperation and productive working relationships.

Balanced Priorities There are some differing priorities between the City of Olympia as the urban hub and other cities and the County. Public investment patterns have resulted in a high concentration of homeless and other social service programs in the urban hub, with no other programs in other cities for day centers, meal programs or year round shelter. Fair Housing principals recommend the over-concentration of very low income people, the City continues to work with regional partners to encourage a broader distribution of 24/7 accommodations for homeless citizens across the County in high amenity areas.

Predictable Funding Having several reliable sources of predictable funding has also been a strength. For instance, HOME and local document recording fees have provided steady funding. The Urban County CDBG entitlement funding will further benefit the area, as will access to expanded federal housing programs. A new local sales tax increase in the City of Olympia is a new source of dedicated funds for affordable housing and homeless services activities.

Well-Coordinated Services Lastly, housing program managers report that there is a stronger regional commitment to providing services, shelter, and housing for low income people. An organized human services delivery system has benefited from dedicated professional staff who understand the needs of low-income persons, and from strong community support.

Need for More Housing Partners Weaknesses in the institutional delivery system include limited production capacity for various housing activities. An over-reliance on a small number of housing partners means that everyone has more work than they can accomplish within the short-term. A focus

on the demand side of the housing market, rather than examining potential options for increasing the supply, has resulted in an unbalanced approach to resolving housing issues.

Over-concentration of Resources Affordable housing activity is concentrated in Olympia, Lacey and Tumwater. The Assessment of Fair Housing process identified a number of high concentrations of very low-income people caused by heavy investment of federal and state housing monies. Choices in affordable housing are more limited throughout the balance of Thurston County. There is a lack of social services and transportation for residents outside of the metropolitan core. The internal demands on each organization take away time and resources needed for cooperative ventures. Funding constraints can sometimes lead to conflicts over resource allocation. Housing partners have relied on “tried and true” funding sources rather than expanding the array of partners and resources potentially available. Finally, increasing program and regulatory restrictions make housing rehabilitation and production more costly and complex.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	x	x	x
Legal Assistance	x		
Mortgage Assistance	x		
Rental Assistance	x	x	
Utilities Assistance	x	x	
Street Outreach Services			
Law Enforcement	x	x	
Mobile Clinics	x	x	x
Other Street Outreach Services	x	x	
Supportive Services			
Alcohol & Drug Abuse	x	X	
Child Care	X		
Education	X		
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	x	
Other			
Other			

Table 49 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Thurston County and the City of Olympia have incorporated the HUD-identified best practice of “Housing First” to fund programs that ensure housing needs are met first, allowing low and moderate income people to address other essential needs. The following strategies are developed to address the needs of various homeless populations.

Families:

Strategies for homeless families include “rapid re-housing,” or quickly dispersed rental assistance to stabilize them. Other responses include emergency shelters with separate family suites that preserve family cohesion. Shelter case management should be followed by rental subsidies to allow families to secure permanent housing as quickly as possible. It is also important to encourage families to access all potential school-based resources for their school-age children.

Other useful resources are the informal networks of friends, school, neighborhood, or faith community ties. These networks are often the first options pursued by homeless families. Efforts to strengthen informal networks and raise awareness about homelessness in their midst can be highly effective.

The County’s Five Year Homeless Housing Plan identifies the lead agency and service partners dedicated to providing 24/7 accommodation of this population.

Chronically Homeless Persons:

A low-barrier shelter can address the needs of chronically homeless persons who may unwilling or unable to follow the rules at standard emergency shelters. Low-barrier shelters are facilities that accommodate “hard-to-house” homeless people with minimal entry rules, while still maintaining adequate safety standards.

Street outreach programs in urban hub areas are essential in linking unsheltered people with resources. Additional resources include day centers and meal programs to ensure resources are available 24/7.

Homeless individuals should be screened to identify their needs and eligibility for potential resources. While most homeless individuals benefit from the Housing First model, case managers may elect to utilize other forms of assistance such as temporary emergency shelter, short-term rental subsidies, or job referrals to help stabilize the individual and facilitate their return to independence.

The County’s Five Year Homeless Housing Plan identifies Family Support Center as the lead coordinated entry agency with SideWalk serving as the service partner dedicated to providing 24/7 accommodation of this population.

Homeless and At-Risk Youth:

The strategy to meet the needs of the county's homeless youth will be to expand shelter resources to accommodate more unaccompanied youth (under age 17) and transition-aged youth (ages 18 to 24). The primary service models for this population are street outreach and drop-in centers that offer survival goods, service referrals, and general case management that emphasizes "harm reduction."

Part of the strategy calls for a new hybrid of shelter/transitional housing- bridge program known as Youth Bridge. Youth Bridge provides entry into housing and allows young people to progress from street dependence to affordable permanent housing at their own pace. It is an emerging service model that incorporates supportive services.

The County's Five Year Homeless Housing Plan identifies Community Youth Services as the lead agency and service partners dedicated to providing 24/7 accommodation of this population.

Veterans:

The most effective response to homeless veterans is to ensure they are linked to all possible Veterans Administration benefits, including housing, mental health care, drug and alcohol treatment, employment assistance, and other services. This linkage will ensure that Thurston County makes the best use of these distinct revenue streams. Like most homeless sub-populations, veterans benefit from the Housing First model followed up with supportive services. For individuals unwilling or unable to cooperate with a government or nonprofit housing program, the next best solution is to offer survival resources, such as outdoor clothing, camping gear, food, and other supplies.

The County's Five Year Homeless Housing Plan identifies a number of lead agencies and service partners dedicated to providing 24/7 accommodation of this population.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Thurston County and Olympia work with regional service providers to strengthen a 24/7 resource network for all homeless sub-populations. However there will still be gaps in the homeless assistance and prevention systems. The region faces significant federal cuts to key programs used to fund affordable and homeless housing services. However, Thurston County continues to use programs that reach the most vulnerable populations. The County's Five-Year CDBG Consolidated Plan sets a goal of using effective and efficient coordinated access and assessment for services and housing.

The Thurston County Five-Year Homeless Housing Plan identified the following gaps in services and housing for the homeless and those at risk for homelessness:

- **Affordable Housing Supply** Adequate supply of affordable housing is key issue. If new construction was the primary strategy, it is estimated to cost almost \$3 billion and would only assist those in rental housing, not those at risk of homelessness.
- There are resource limitations that reduce access to vulnerable people who are currently hospitalized or incarcerated who have not been assessed for vulnerability. Additionally, the lack of outreach into Lacey, Tumwater, and rural Thurston County greatly limit vulnerability index assessments among homeless in those areas.
- **Homeless Outreach** Most outreach services for homeless adults in Thurston County are connected with Medicaid in order to provide mental health and/or substance abuse services. There is a gap in outreach and engagement services for people who are not Medicaid-eligible and who do not want to receive services. Closing this gap is tied closely with the adoption of the “Housing First” concept, where communities seek to first provide housing then to offer services once an individual or family is stabilized and safely housed.
- **Re-entry Housing** Those leaving jail or prison face many barriers as they re-enter society. Those with felonies on their record in particular are often denied employment and housing. Those applying for Social Security Disability and Medicaid benefits face lengthy eligibility processes, making access to medical, mental health, and substance-abuse services difficult if not impossible.
- **Recovery & Respite Shelter** A gap exists for homeless individuals who have been released from hospitals and treatment centers and need shelter and time to recover from chemotherapy and other serious treatments. Shelters do not allow guests to stay during the daytime hours. People with medical conditions, bandages, and illness have to leave shelters early in the morning and meet their needs for rest, warmth, dryness, and safety until they can enter the shelter again at night.
- **System Navigation** There are insufficient Homeless System navigation resources to assess all unsheltered people and to refer those most vulnerable to shelter.
- **Emergency Shelter** There is an insufficient supply of emergency shelter beds. The 2018 Point in Time Homeless Count revealed that there were 324 unsheltered people while the existing network of emergency shelter and transitional housing inventory was over 100percent occupied at the time of the Count.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

To overcome the weaknesses described above, Thurston County and Olympia will provide support, technical assistance, and funding to nonprofit organizations indicating an interest in working towards Community Development Housing Organizations (CHDO) and Community-Based Development Organizations (CBDO) status. CHDOs and CBDOs can be utilized to expand organizational capacity for a variety of housing opportunities.

Thurston County and Olympia will promote supply-side as well as demand-side solutions to meet affordable housing needs, according to housing market dynamics, and explore additional funding resources and partnerships to leverage resources more creatively and to create bigger impact on housing needs. The jurisdictions will work together to develop additional organizational capacity for housing rehabilitation, development, and management.

Thurston County and Olympia will work with Family Support Center as the Coordinated Entry (CE) lead agency, as well as with its two CE partner agencies to strengthen their CE capacity to assess the vulnerability of unsheltered people and those at risk of homelessness.

Finally, Thurston County and Olympia commit to support efforts that bring various groups together to share information and work collaboratively on affordable housing, shelter and social service projects. When appropriate, staff will consider giving preference in project design for collaborative approaches.

SP-45 Goals - 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2018	2022	Affordable Housing		Homeless Assistance and Prevention Home Repair	HOME: \$717,573 Urban County CDBG: \$694,873 Olympia CDBG: \$300,000	Rental units Constructed: 15 Household Housing Units Rental Units rehabilitated: 10 Household Housing Unit Homeowner Housing Added: 8 Household Housing Unit
2	Homeless Continuum of Care	2018	2022	Homeless		Homeless Assistance and Prevention Youth Activities and Facilities Domestic Violence Services and Shelter	Olympia CDBG: \$45,000 Urban County CDBG: 32,236\$	Homeless Person Overnight Shelter: 4100 Persons Assisted Tenant-based Rapid Rehousing: 200 Household Assisted Homelessness Prevention: 1000 Persons Assisted Housing for Homeless added: 75 Household Housing Unit
3	Land Acquisition	2018	2022	Non-Housing Community Development		Infrastructure and Public Facilities		

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Services	2018	2022	Non-Homeless Special Needs		Youth Activities and Facilities Senior services Domestic Violence Services and Shelter	Urban County CDBG: \$144,215 Olympia CDBG: \$55,000	Public service activities other than Low/Moderate Income Housing Benefit: 700 Persons Assisted
5	Public Facilities and Infrastructure	2018	2022	Non-Housing Community Development		Infrastructure and Public Facilities	Urban County CDBG: \$120,000 Olympia CDBG: \$400,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted
6	Economic Development	2018	2022	Non-Housing Community Development		Economic Development	Olympia CDBG: \$100,000	Businesses assisted 20 Businesses Assisted
	General Administration	2018	2022				Urban County CDBG: \$243,767 Olympia CDBG: \$100,000	

Table 50 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Maintain, enhance, and expand the supply of rental, homeownership, and special needs affordable housing for low income populations.

2	Goal Name	Homeless Continuum of Care
	Goal Description	Create a comprehensive homeless continuum of care system that is responsive to the needs in our community.
3	Goal Name	Land Acquisition
	Goal Description	Acquisition of land to support the development of new affordable housing, public facilities or infrastructure to meet the needs of low income residents. There are no current plans to acquire land, and thus no allocated funding amounts for this purpose. This and the five other strategic goals will be used as the framework from which to identify the specific activities which will be pursued each year. Those activities will be detailed in the Annual Action Plans.
4	Goal Name	Public Services
	Goal Description	Provide essential public services for low income and special needs populations.
5	Goal Name	Public Facilities and Infrastructure
	Goal Description	Identify priority public facilities and infrastructure projects that serve low- and moderate-income populations throughout the county. The \$450,000 proposed amount from Olympia CDBG funds represents a contingency use of any additional program income received, and includes \$48,885 allocated by the Olympia City Council from new CDBG funds. This amount would be used to demolish two derelict buildings on land for a proposed park.
6	Goal Name	Economic Development
	Goal Description	Identify and create opportunities for economic development programs that principally benefit low income people.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The Thurston Thrives Housing Action Team “Blue Team” has identified a Pipeline of possible capital affordable housing projects for funding for 2018-2022. If all the project in the Pipeline are constructed, 161 new units of affordable housing will be created, of which 85 will be permanent supportive housing units. This number is supported by an expected 350 new units that will be created through the City of Olympia Home Fund over the next 10 years.

These new units will build on the over 4100 units of subsidized housing that is currently available throughout Thurston County, both in the form of affordable housing and housing vouchers offered by the Housing Authority of Thurston County.

Olympia plans to fund a total of 299 new units of affordable housing over the 10 year plan for the municipal Home Fund Program with approximately half of those units completed or in pre-development during the Five-Year CDBG Consolidated Planning period. Olympia’s CDBG funds will leverage those

units included above where CDBG is an eligible use, i.e. land acquisition, public utilities or limited design and architectural work as allowed. *SP-50 Public Housing Accessibility and Involvement - 91.215(c)*

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable. The Thurston County Housing Authority does not own any Public Housing Units.

Activities to Increase Resident Involvements

The mission of the Housing Authority of Thurston County (HATC) is to provide safe, decent, and affordable housing and services to persons of low-income, disabled, and at-risk individuals and families. The ultimate goal of HATC is to assist individuals and families to secure long-term permanent housing. The public housing strategies outlined below are excerpted from HATC's approved Five-Year Plan, required by HUD.

Expand the supply of assisted housing:

- Apply for additional Housing Choice Voucher units should they become available; and
- Leverage affordable housing resources in the community through the creation of mixed finance properties.

Improve the quality of assisted housing:

- Increase customer satisfaction;
- Concentrate on efforts to improve specific management functions: decrease the vacancy time for project-based units;
- Provide replacement vouchers: apply for vouchers for expiring mod-rehab contracts; and
- Manage the voucher budget to provide assistance to the maximum number of households possible.

Increase housing choices:

- Conduct outreach efforts to potential voucher landlords; and
- Expand voucher homeownership program.

Improve community quality of life and economic vitality:

- Maintain and grow voucher self-sufficiency program as funding is available.

Promote self-sufficiency and asset development of families and individuals:

- Promote self-sufficiency and asset development of assisted households; and
- Maintain self-sufficiency and homeownership programs.

Ensure Equal Opportunity in Housing for all Americans:

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex familial status, and disability;
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, and disability;
- Undertake affirmative measure to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required; and
- Maintain networking connections in the community to ensure information and access to all population groups.
- Consider adoption of the Assessment of Fair Housing Goals (aka recommendations) in advance of the year 2022 HUD adoption of the County's new deadline for AFH submission.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

Not applicable.

SP-55 Strategic Plan Barriers to Affordable Housing - 91.215(h)

Barriers to Affordable Housing

According to the TRPC and the Thurston Thrives Housing Action Team, restrictive zoning and building codes, impact fees, coupled with market forces and opposition from existing residents, stand as the greatest barriers to expanding and integrating the stock of affordable housing amid high-opportunity areas — especially for the poorest residents who earn less than 30 percent of the area median income.

Housing Affordability in the Thurston County Region 2010

TRPC: 2006-2010	Poverty Rate	Median Household Income	percent Multi-family	Median Gross Rent	Median Home Value	Median Year Built
City/Town						
Bucoda	25percent	\$ 34,286	9percent	\$ 784	\$ 145,600	1959
Lacey	11percent	\$ 57,304	39percent	\$ 966	\$ 238,400	1988
Olympia	16percent	\$ 49,461	44percent	\$ 841	\$ 262,000	1976
Rainier	12percent	\$ 57,000	24percent	\$ 877	\$ 203,900	1992
Tenino	9percent	\$ 45,898	27percent	\$ 781	\$ 170,000	1975
Tumwater	11percent	\$ 60,585	49percent	\$ 970	\$ 260,400	1984
Yelm	13percent	\$ 55,227	21percent	\$ 1,178	\$ 223,800	2000
Unincorporated Communities / Census-Designated Places						
Chehalis Reservation	22percent	\$ 38,000	17percent	\$ 541	\$ 122,500	1978
Grand Mound	13percent	\$ 41,750	44percent	\$ 771	\$ 184,800	1990
Nisqually Reservation	18percent	\$ 57,917	8percent	\$ 423	\$ 196,400	1979
North Yelm	13percent	\$ 50,361	51percent	\$ 1,110	\$ 159,100	1991
Rochester	13percent	\$ 63,365	36percent	\$ 909	\$ 250,000	1991
Tanglewilde-Thompson Place	10percent	\$ 60,076	38percent	\$ 875	\$ 225,800	1974
Thurston County	10percent	\$ 60,930	41percent	\$ 928	\$ 257,800	1984

Residents of the Thurston County region want more housing choices that will meet their needs throughout their life. Rural, suburban, urban, small city or town living opportunities should be among the choices available. In coming decades, the region should provide choice and access for all ages and incomes.

Olympia has conducted a one-year planning process called, “The Missing Middle” to examine and revise nearly 50 local zoning and development regulations that would allow a broader range of housing types across the city, including additional affordable housing for low-moderate income households.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Authority of Thurston County and other stakeholders to identify and ameliorate the barriers to affordable housing. The Thurston Regional Planning Council recommends the following activities to address the barriers to affordable housing:

- **Remove or Right-size Regulations** to achieve goals. Regulatory barriers include: parking requirements, setbacks, building height limits, and barriers to building green or retrofitting existing housing.
- **Identify Priority Areas** ripe for housing development that will meet multiple goals (offer more housing choice where there are transportation choices, focus housing and jobs to support long range goals for high capacity transportation). Focus efforts where increased density is wanted and needed to create the places envisioned, such as centers and corridors, or within walking distance of neighborhood activity hubs.
- **Expanded Housing Types** Take advantage of the region's changing demographics to provide for a full range of housing needs. Offer more opportunities for young, aging and single populations to meet housing needs, especially in centers and transit corridor areas where there will be a choice for a less car-dependent lifestyle. Include innovative housing options such as new boarding houses, or “aPodments”, which have common kitchen and living spaces and little or no onsite parking.
- **Options to Downsize** Offer families whose grown children have moved out an alternative to suburban single-family homes that can be sold to newly forming households with children. This helps create the vital places desired by older and younger people and takes development pressure off growth boundaries, farms and forest lands.
- **Smaller Housing Stock** Examine ways to encourage smaller, affordable housing units through the fee structure, especially in centers, corridors or adjacent to neighborhood service hubs.
- **Incentivize Developers** to set aside a percentage of multifamily housing units for low- and moderate-income buyers and renters.
- **Mitigate Costs** reduce the additional cost of development in centers and corridors by making public infrastructure investment that adds value, safety and public enjoyment for the entire community and that results in substantial public return on investment when adjacent properties are developed (i.e., increases area's tax base, activity and livability).
- **Zone for Shelters & Services** Ensure that zoning codes include shelters, group homes, transitional housing, and permanent housing with social services, as well as ensure that such facilities have access to transit, parks, and other amenities.
- **Housing Density** Review and amend residential zoning policies to provide opportunity for the mix and density of housing needed to meet the needs of changing demographics, use land wisely, and support nearby transit and businesses. Including but not limited to the Olympia “Missing Middle” process.

The Thurston Thrives Housing Action Team has developed an “Incentivize Housing” sub-team that is examining options for local jurisdictions to reduce barriers and/or create incentives for private market developers to develop affordable housing units.

SP-60 Homelessness Strategy - 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The primary focus of Thurston County and Olympia's homeless strategic plan for the next five years will be to increase the number of people permanently housed, reduce the length of time people spend homeless, and reduce the number of incidents of homelessness.

The strategies to help prevent people from becoming homeless in Thurston County, described below, are: 1) continuous improvement of the existing Coordinated Entry system; 2) to strengthen the cooperation between all of the regional Homeless Coordinators (both staff and consultants); and, 3) to improve connections between the housing system and systems of law enforcement, healthcare, mental health, chemical dependency, employment, jails, and education institutions.

Addressing the emergency and transitional housing needs of homeless persons

Thurston County and Olympia have jointly and individually committed resources to strengthen homeless coordination activities. Future work will implement the soon to be released Thurston County Five-Year Homeless Housing Plan (Required by the State Homeless Housing Program and the Consolidated Homeless Grant Program) which includes: addressing the identified priorities of low-barrier shelters; youth housing solutions; rapid re-housing; and, the expansion of permanent supportive housing for those with the most severe needs. This work will also strengthen the existing Coordinated Entry system and to improve the quality of data collected through the Housing Management Information System (HMIS) during intake and assessment. Thurston County and Olympia will also continue to work closely on the annual Point in Time Homeless Count to ensure the most comprehensive census of people experiencing homelessness as unsheltered, sheltered and those in transitional housing.

During the first Program Year, homeless coordination activities will include implementation of the new Five-year Homeless Housing Plan, as well as an expected update of the plan based on new Washington State Department of Commerce guidelines that are expected in late 2018. The plan includes continuing to identify gaps, goals, strategies, performance measures, timelines, and funding plans. Finally, the jurisdictions will coordinate to monitor and report on system improvement by establishing an ongoing implementation, feedback, and improvement loop.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Thurston County worked closely with Service Providers to improve the existing Coordinated Entry system over the past year to include the newly established HUD guidelines which became effective January 2018. Policies and Procedures were drafted and approved by the community of organizations comprising the Homeless Housing Hub group, a sub-committee of the Housing Action Team of Thurston Thrives, which functions as the County's HOME Consortium. A relatively new approach added to Coordinated Entry is diversion services. Diversion provides a quick and less expensive way for households to achieve housing without directly accessing the shelter and/or homeless services system. The most impactful growth of the system occurred as it evolved from three agencies individually providing Coordinated Entry to one organization taking the lead role. This has fostered a more systemic approach while still providing autonomy for differing subpopulations consisting of youth, single adults, families with children, domestic violence survivors, and veterans. The County will continue to work closely with the Washington State Department of Commerce to develop best practices that produce consistent, reliable data from the HMIS software reflecting coordination of all points and agencies in our county.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Thurston County and Olympia will continue operate with the best practice model of Housing First to stabilize family households first and then to address other essential needs second. The following strategies are developed to address the needs of various homeless populations.

Families:

Strategies for homeless families include "rapid re-housing," or quickly dispersed rental assistance to stabilize them with housing first. Other responses include emergency shelters with separate family suites that preserve family cohesion. Shelter case management should be followed by rental subsidies to allow families to secure housing as quickly as possible. It is also important to encourage families to access all potential school-based resources for their school-age children.

Other useful resources are the informal networks of friends, school, neighborhood, or faith community ties. These networks are often the first options pursued by homeless families. Efforts to strengthen informal networks and raise awareness about homelessness in their midst can be highly effective.

The County's Five Year Homeless Housing Plan identifies the Family Support Center to serve as the lead agency to work with other service partners to provide 24/7 accommodation of this population

Chronically Homeless Persons:

Thurston County and Olympia work with local shelter providers to provide low barrier shelter to address the needs of chronically homeless persons who may not be willing or able to follow the rules at standard emergency shelters. Low-barrier shelters create facilities that accommodate "hard-to-house" homeless people with low or minimal entry rules, while still maintaining adequate safety standards.

Homeless individuals will be screened to identify their needs and eligibility for potential resources. While most homeless individuals benefit from the Housing First model, case managers may elect to utilize other forms of assistance such as temporary emergency shelter, short-term rental subsidies, or job referrals to help stabilize the individual and facilitate their return to independence.

The County's Five Year Homeless Housing Plan identifies SideWalk to serve as the lead agency to work with other service partners to provide 24/7 accommodation of this population.

Homeless and At-Risk Youth:

The strategy to meet the needs of the county's homeless youth will be to expand shelter resources to accommodate more unaccompanied youth (under age 17) and transition-aged youth (ages 18 to 24). The primary service models for this population are street outreach and drop-in centers that offer survival goods, service referrals, and general case management that emphasizes "harm reduction."

One strategy calls for a new hybrid of shelter/transitional housing bridge program known as Youth Bridge. Youth Bridge provides entry into housing and allows young people to progress from street dependence to affordable permanent housing at their own pace. It is an emerging service model that incorporates supportive services.

The County's Five Year Homeless Housing Plan identifies Community Youth Services to serve as the lead agency to work with other service partners to provide 24/7 accommodation of this population.

Veterans:

The most effective response to homeless veterans is to ensure they are linked to all possible Veterans Administration benefits, including housing, mental health care, drug and alcohol treatment, employment assistance, and other services. This linkage will ensure that Thurston County makes the best use of these distinct revenue streams. Like most homeless sub-populations, veterans benefit from the Housing First model followed up with supportive services. For individuals unwilling or unable to cooperate with a government or nonprofit housing program, the next best solution is to offer survival resources, such as outdoor clothing, camping gear, food, and other supplies.

National data indicate that Washington's veteran population experiences a higher unemployment rate compared to the national average. According to the 2017 PIT Homeless Census there were 44 veterans that reported being homeless on a given night in January.

The County's Five Year Homeless Housing Plan identifies several agencies to serve as the lead agencies to work with other service partners to provide 24/7 accommodation of this population.

SP-65 Lead-based Paint Hazards - 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

All CDBG and HOME projects conduct risk assessments for lead paint if the property qualifies for the testing.

In an effort to address lead-based paint hazards, Thurston County and the City of Olympia have incorporated the regulations into existing housing policies and programs for implementing Title X of the Community Development Act of 1992, part of the Residential Lead-Based Paint Hazard Reduction Act of 1992. Olympia will continue to follow 24 CFR Part 35 in addressing the evaluation and reduction of lead-based paint hazards in their housing policies and programs.

The Community Planning and Development Department Housing Division has developed an outline of actions to be undertaken over the coming five years to evaluate and reduce lead-based paint hazards. During the PY 2018 Action Plan period, the County and the City plan to continue the following actions:

- Encourage more local contractors to obtain "Lead Paint Worker" or "Lead Paint Supervisor" licenses.
- Contract for risk assessments with the Housing Authority of Thurston County (HATC).
- Continue the residential rehabilitation projects as they relate to the lead-paint hazard rules. Each project will include the review and determined need for testing and hazard reduction in conjunction with rehabilitation as part of the environmental review.
- Review existing regulations, housing, and rehabilitation codes to assure lead-based paint hazard reduction is incorporated where appropriate.
- Encourage inspections for lead at appropriate times when housing is otherwise being inspected or evaluated.

HATC has an EPA-licensed Lead Risk Assessor on staff that will provide paint inspection services as required in the HUD Final Rule for lead-based paint. HATC also receives funding for lead hazard reduction programs through the State of Washington, which provides funding for equipment, training, testing services, and lead hazard reduction work on single- and multi-family housing.

How are the actions listed above related to the extent of lead poisoning and hazards?

According to the Thurston County Department of Public Health and Social Services, lead-based paint poisoning is one of the major environmental health hazards facing children. Lead poisoning results in high levels of lead in the blood system, which can damage the central nervous system, cause mental retardation, convulsions, and sometimes death. Lead is particularly toxic to children under age six. Even low levels of lead can result in lowered intelligence, reading and learning disabilities, decreased attention span, hyperactivity and aggressive behavior. In adults, elevated lead levels in blood may result in nerve disorders, pregnancy difficulties, memory loss, high blood pressure, joint and muscle pain, and digestive-tract problems.

Exposure to lead-based paint in the home from paint chips, dust, and other sources is the most common source of childhood lead poisoning in the U.S. Lead poisoning can result in health issues ranging from anemia, hearing problems, and behavior problems to irreversible brain damage or death. Younger

children face greater risks of lead poisoning and can experience lifelong health problems and learning disabilities.

How are the actions listed above integrated into housing policies and procedures?

The Housing Authority of Thurston County provides certified lead-based paint risk assessments and inspections conducted by EPA-licensed Lead Risk Assessors.

In an effort to address lead-based paint hazards, Thurston County and the City of Olympia has incorporated Title X of the Community Development Act of 1992 (part of the Residential Lead-Based Paint Hazard Reduction Act of 1992) into its housing policies and programs. Olympia will continue to follow 24 CFR Part 35 in addressing the evaluation and reduction of lead-based paint hazards in Olympia's housing policies and programs.

DRAFT

SP-70 Anti-Poverty Strategy - 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

There are over 45 local programs that assist low-income persons in meeting their daily needs and can provide tools and resources to reduce poverty. Activities that are in place to reduce poverty within Thurston County include:

- **Higher Education** Improving access to higher education: GED and community college programs
- **Job Assistance** Workfirst Services at South Puget Sound Community College supports one year of free tuition and books for low-income and TANF parents who work more than 20 hours per week. Parents typically take two classes per quarter and are connected with job opportunities that utilize their increased skills.
- **Literacy** Functional Context Education — combining literacy skills with job training

The Pacific Mountain Workforce Consortium provides resources to individuals who need to complete their GED requirements while providing additional employment training.

- **Nontraditional occupations** — training women to do "men's jobs" (e.g., construction, truck driver, mechanical or technical repair, police officer)

The New Market Skills Center develops the abilities and interests of all of their students in a wide range of apprenticeships and occupations.

- **Microenterprise** — providing start up loans less than \$25,000 for family-owned businesses

The Thurston County Small Business Incubator works to create jobs by helping entrepreneurs and small businesses access resources they need for growth and long term success. Business incubators help reduce the risk of small business failures and can reduce start-up costs by 40percent-50percent. Nationwide, business incubator clients and graduates have created half a million jobs, and for every 50 created by an incubator, 25 more are created in the same community.

- **Building wealth through assets**

Several programs are available in the community to assist low income households to build wealth through asset accumulation. These include:

- Maintain self-sufficiency and homeownership programs
- Section 8 Homeownership Program
- Welcome Home Program
- Family Self-Sufficiency Program
- Homeownership Assistance — HOME, Habitat for Humanity
- United Way of Thurston County — Individual Development Accounts
- Financial Literacy & Housing Counseling

There are five agencies within Thurston County currently assisting low-income households with money management, housing counseling and consumer credit counseling. These include:

- United Way of Thurston County
- Family Finance Resource Center
- Consumer Credit Counseling Center
- Housing Authority of Thurston County
- Service Enriched Housing

Several non-profit agencies operate supportive housing for special needs populations. Service-enriched housing can help low-income households to leave poverty by providing:

- Assistance to residents in identifying and accessing local resources and services
- Development and support of resident participation in management and in the development of services, programs and activities
- Crisis intervention and short-term support or referral to outside resources
- Longer-term support for residents pursuing goals related to social and/or economic self-sufficiency

Intervention and prevention of problems related to substance abuse, criminal activity, destruction of property, or other issues harmful to residents. Resources include:

- Olympia's Community Court & Social Service Center
- Thurston County DUI/Drug Court Program
- Capital Recovery Center's addiction treatment programs

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this Affordable Housing Plan?

Thurston County and Olympia have local plans to reduce poverty which are closely aligned with the CDBG Consolidated Plan's Strategic Plan to prevent and reduce homelessness.

The strategies to help prevent people from becoming homeless in Thurston County, described below, are to develop an effective system and to improve connections between the housing system and systems of law enforcement, healthcare, mental health, chemical dependency, employment, jails, and education institutions.

Thurston County and Olympia have both committed non-federal funding resources to homeless coordination activities. Future work will focus on addressing the identified priorities of low-barrier shelters, youth housing solutions, rapid re-housing, diversion, and the expansion of permanent supportive housing for those with the most severe needs. This work will also encompass strengthening the existing system and to improve the quality of data collected through the Housing Management Information System (HMIS) during intake and assessment. In addition, the City of Olympia has created a

municipal Home Fund with local sales tax revenues to increase funding in Olympia for affordable housing development and homeless services. The City of Olympia's newly hired homeless coordinator will work with the County's homeless coordinator.

During the next year, homeless coordination activities will include implementation of the recently adopted Thurston County Five-Year Homeless Housing Plan, which is expected to be updated to meet forthcoming guidelines from the Washington State Department of Commerce. Finally, the jurisdictions will coordinate to monitor and report on system improvement by establishing an ongoing implementation, feedback, and improvement loop.

Thurston County's number one strategy will include homeless people in a needs assessment will be to ensure continuous improvement its system for the homeless system, which includes improvements to the outreach component of the system. An effective Coordinated Entry system will ensure that every person who becomes homeless or who is at imminent risk of becoming homeless will have an intake and an assessment completed. An intake collects basic demographic information to ensure accurate numbers of the people who become homeless or are at risk each year. The assessment will collect information about barriers to housing and determining what type of assistance and/or housing is best suited to meet the housing need for the individual or family in the long-term. Last, the assessment process will include a Vulnerability Index (VI) assessment to ensure that the most vulnerable people are assisted first.

The existing Thurston County Coordinated Entry system is up and running subject to ongoing continual improvement efforts to increase the effectiveness of the system. Coordinated Entry will insure that individuals and families will have a singular entry to the services system in order to access services from multiple agencies and programs throughout the county. After an assessment is conducted, the appropriate intervention will be applied to resolve the individual's or family's housing needs. Effective and adequate outreach will be important to ensuring those who live on the streets and in encampments are aware of and are assisted in accessing housing and services.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Thurston County and Olympia will both monitor all federal funding recipients according to the best practices set forth in the HUD Guidebooks for CDBG and HOME Grantees to monitor their respective Sub-recipients.

Urban County CDBG Program

Subrecipient Monitoring for CDBG Recipients

Thurston County (as an entitlement grantee and Urban County lead agency) is responsible for monitoring the day-to-day operations of its subrecipient activities to ensure compliance with all applicable federal requirements at 24 CFR 570 and 24 CFR 576, individual project goals, and local CDBG program requirements.

To accomplish this, the Housing and Community Renewal Program uses a variety of monitoring techniques to review subrecipient compliance. Through phone conversations, written correspondence, desk monitoring, and on-site monitoring visits, staff are able to review each subrecipient's ability to meet the CDBG program's financial, production, and overall management requirements and make necessary determinations or take necessary actions to preserve program integrity.

Regardless of the frequency with which a project is monitored by staff, the purpose and intent of any monitoring visit is to identify any potential areas of noncompliance and assist the subrecipient in making the necessary changes to allow for successful completion of the activity. By identifying and correcting any compliance issues, the likelihood of efficient and effective services being delivered to the intended County beneficiaries increases dramatically and ensures the continued success of both the subrecipient organization and the County entitlement.

After CDBG/ESG funds are awarded for individual activities, the staff role is then to ensure that subrecipients are carrying out their programs in accordance with all applicable laws and regulations, and are meeting the goals outlined in their subrecipient agreements. In carrying out this responsibility, the staff will help subrecipients identify problems or potential problems in implementing their activity, identify the causes of those problems, and help subrecipients correct them.

Wherever possible, problems are corrected through discussions and/or contract compliance measures with the subrecipient without the need for on-site monitoring visits. However, at least once per year, or as individual situations dictate, on-site monitoring and/or provision of technical assistance will be required.

Monitoring Activities

Risk Assessment Process

Each year, Housing and Community Renewal will monitor and assess each funded activity to determine the degree to which an activity or subrecipient is at risk of noncompliance with CDBG program requirements. Some activities may warrant additional visits where conditions exist that indicate an activity may be high risk. In an effort to address these potential problem areas, Thurston County will utilize a risk assessment process to aid in determining the timing and frequency of monitoring visits required for individual activities. Projects which are determined by this process to be higher risk would then be monitored before, and likely more frequently than, lower risk projects.

Desk Monitoring

Desk monitoring is an ongoing process of reviewing subrecipient performance using all available data and documentation in making assessments of subrecipient performance and compliance with CDBG requirements. This process takes place within the offices of the Housing and Community Renewal program and does not generally involve subrecipient participation beyond submission of requested information. The following are among the sources of information that may be used in making determinations during the desk monitoring process:

- Requests for reimbursement and accompanying source documents;
- Audit reports;
- Staff reports from prior monitoring visits;
- Client/citizen comments and complaints;
- Information provided by other federal, state, county, and local agencies;
- Subrecipient responses to monitoring and/or audit findings;
- Original grant application;
- Subrecipient Agreement (as amended);
- Quarterly progress reports; and
- Litigation.

Capital Facilities Activities

In addition to the above, monitoring of capital facilities activities occurs at several key points in the grant and construction process including but not limited to:

- 1) Environmental review process;
- 2) When the Subrecipient Agreement is written;
- 3) As design and procurement takes place;
- 4) At a scheduled pre-construction meeting with selected construction contractor;
- 5) At construction site for compliance monitoring of Davis Bacon and Related Acts regulations and contractors employee wage interviews;
- 6) Quarterly report for progress;
- 7) Careful review of cost reimbursement requests for appropriateness; and
- 8) At substantial completion and project close-out.

Grant agreements for capital projects will be executed following the completion of the environmental review of the project. Capital projects will be monitored at least quarterly to assess progress. Project monitoring is increased proportional to need. An example would be the case when a project triggers additional reporting requirements such as the need for weekly payroll reports for proof of federal

prevailing wage compliance. Prior to approval, County staff will review all vouchers and backup documentation for payment. Environmental, lead-based paint inspections and contractor debarment issues will be reviewed with agency project managers at the beginning of each project. Public facilities projects involving real property are typically secured by recorded trust documents that specify the return of grant funds if the property changes to an ineligible use within a specified period.

Use of Information

The information provided to the Division will be used to observe patterns, changes, etc. in subrecipient activity and to identify any problems or potential problems and program status and accomplishments. Analysis of the data provided may indicate the need for on-site monitoring visits by the program staff to resolve issues of noncompliance or programmatic concerns.

On-Site Monitoring

In addition to the desk monitoring process, the program staff will conduct at least one on-site monitoring of each CDBG activity per month. Activities considered to be high risk will receive on-site monitoring first to head off any potential areas of noncompliance and provide the subrecipient with any technical assistance necessary to ensure compliance with CDBG requirements. Medium and low risk activities will receive on-site monitoring visits at the earliest possible date after all high risk activities have been monitored. Medium risk activities will receive monitoring priority over low risk activities. The program staff will notify subrecipients by mail of the time and date for their scheduled on-site monitoring visit. Notification will be provided approximately two weeks prior to the scheduled visit and will include identification of the areas to be monitored, any documentation to be made available and key staff that may need to be present.

Monitoring Areas

The Housing and Community Renewal Division will generally review some or all of the areas identified below during the monitoring visit. Other areas for review may apply depending on activity type, subrecipient, etc. The extent of the review of these areas will vary from one activity to another.

- Project Progress
- Project Benefit
- Financial Management Systems
- Procurement Standards
- Income Verification
- Individual Client Files
- Complaint Procedures
- Employee Records
- Minority and Women-Owned Business
- Section 504/Handicap Accessibility
- Requirements
- Record Keeping Systems
- Property Acquisition/Relocation
- Labor Compliance
- Contract Management
- Beneficiary Documentation

- Lobbying/Political Activity
- Professional Services
- Compliance
- Civil Rights
- State or Independent Audit Results
- Program Policies and Procedures

Monitoring Visit

When conducting an on-site monitoring visit, the Housing and Community Renewal Division will:

- 1) Conduct an entrance interview with key staff involved in conducting the activity.

- 2) Review all pertinent subrecipient files, including any third party contractor files, for necessary documentation.

- 3) Interview appropriate officials and employees of the subrecipient organization, and other parties as appropriate, to discuss the subrecipient's performance.

- 4) Visit the project site(s) or a sampling of the projects being conducted.

- 5) Discuss with the subrecipient any discrepancies resulting from the review of files, interviews, and site visits.

- 6) Conduct an exit interview with the appropriate officials and/or staff of the subrecipient organization to discuss the findings of the monitoring visit.

Monitoring Results

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (director, mayor, etc.) within 30 days of the monitoring visit. This letter will generally contain the following information:

- Project number and name of the activity monitored
- Date(s) of monitoring visit
- Name(s) of Housing and Community Renewal staff who conducted monitoring visit
- Scope of the monitoring visit
- Names of agency officials and staff involved in the monitoring visit
- Findings and results of the monitoring visit, both positive and negative, supported by facts considered in reaching the conclusions
- Specific recommendations or corrective actions to be taken by the subrecipient
- Time frame for completion of necessary action(s)
- If appropriate, an offer of technical assistance

Follow-up Action

If concerns or findings identified during the monitoring visit require corrective action by the subrecipient, those actions must be completed by the subrecipient within the time frame mandated in the monitoring letter. In the event that the subrecipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official.

The County may withhold further payment to the subrecipient if a subrecipient has not sufficiently responded within 30 days from the corrective actions deadline, submitted the required responses and/or taken the required corrective action. Further, those corrective actions and/or responses must be

acceptable to the County. If responses or corrective actions are determined to be unacceptable, the County may continue to withhold funds until satisfactory actions are taken.

Resolving Monitoring Findings

The Housing and Community Renewal Program will mail a letter to the authorized official of the agency stating that the findings are resolved when reviews of all documentation of corrective actions taken by the subrecipient indicate that the identified concerns or findings have been corrected to the satisfaction of the program.

HOME Program

Objectives

The objective of the Thurston County HOME Monitoring Plan is to establish standards for evaluating and reporting a subrecipient's compliance with program requirements. Thurston County will conduct on-site reviews to verify accuracy of records/documents, review program policies and procedures, conduct housing inspections, and evaluate overall administrative compliance to HOME Regulations.

Monitoring Format

A written report will be prepared and provided to the subrecipient following the completion of each monitoring review. The report will include the following information:

- An explanation of the purpose and scope of the review;
- A list of findings, comments, recommendations, and corrective actions to be taken;
- A list of the client files reviewed;
- A list of the houses/units inspected;
- A summary of project funds expended to date;
- An evaluation of project performance to date; and
- A time frame for taking corrective action.

Monitoring Compliance

HOME activities (CHDO, Homeowner Rehabilitation Home Ownership and Rental Housing) will be evaluated on the basis of the following program areas:

- Adherence to HOME guidelines, procedures, and regulations;
- Subrecipient's administrative plan, Scope of Work, and program policies and procedures;
- Overall administration and management;
- Fair Housing;
- Housing Quality Standard Inspections;
- Davis-Bacon and Lead Based Paint, if applicable; and
- Environmental Review.

Pre-Monitoring Preparation

Prior to an on-site monitoring visit, the County will provide written notification of the visit to the subrecipient. The notice will provide the following information:

- The date(s) and time of the visit;
- A copy of the monitoring checklist;
- A list of the properties to be inspected and client files to be reviewed;
- The subrecipient will be asked to provide the County with the following:
 - Disbursement and expenditure reports;
 - Agreements/contracts;
 - Policy guidelines and procedures, administrative plans, and operation manuals; and
 - Beneficiary and HMIS data.

Annual Monitoring and Inspection Process

The Thurston County Housing Coordinator will provide program monitoring over three phases:

1. Contract Development Phase
 - Ensuring that projects are consistent with the Consolidated Plan;
 - Ensuring that all Environmental Review requirements have been met; and
 - Ensuring clients are income-eligible.
2. Development Phase
 - Ensuring that project costs, budgets, and timelines are adhered to; and
 - Ensuring conformance to HOME standards through periodic property inspections.
3. Post-Development Phase (Long-Term)
 - The duration and frequency of on-sight subrecipient monitoring and inspections is based on the length of the affordability period and the total number of project units.

Olympia CDBG Program

The City of Olympia utilizes the following monitoring tools to ensure compliance with all applicable local, state and federal laws and regulations:

A. CDBG Program Compliance: City CDBG Program is operated as per federal regulations found at 24 CFR Part 570. Throughout the program year, Housing Program staff work closely with HUD officials, CDBG consultants and the City attorney's office to review and enhance compliance with applicable statute and regulations. Housing Program staff also consult with other CDBG-funded programs to find appropriate models for administering the CDBG program. Staff also work closely with the State Auditor's staff who conduct the annual single audit on behalf of the federal department of HUD to continually improve the City's CDBG regulatory compliance and procedures.

B. CDBG Contract Compliance: All programs and projects that receive CDBG funds will be subject to Performance Agreements that stipulate full compliance with all CDBG and other applicable regulations. Performance Agreements are subject to full legal review prior to execution and State auditor review following the program year.

C. Periodic Progress Reports: Public Service and Micro-Enterprise activity subrecipients will be

required to submit progress reports on their performance measurements along with all requests for reimbursement.

D. Annual On-site Monitoring of CDBG Subrecipients: Each subrecipient that has received CDBG funding for approved activities will be formally monitored during the July through August period of the fiscal year.

Subrecipient Monitoring for CDBG Recipients

The City of Olympia (as an entitlement grantee and Urban County lead agency) is responsible for monitoring the day-to-day operations of its subrecipient activities to ensure compliance with all applicable federal requirements at 24 CFR 570 and 24 CFR 576, individual project goals, and local CDBG program requirements.

To accomplish this, the Olympia Housing Program uses a variety of monitoring techniques to review subrecipient compliance. Through phone conversations, written correspondence, desk monitoring, and on-site monitoring visits, staff are able to review each subrecipient's ability to meet the CDBG program's financial, production, and overall management requirements and make necessary determinations or take necessary actions to preserve program integrity.

Regardless of the frequency with which a project is monitored by staff, the purpose and intent of any monitoring visit is to identify any potential areas of noncompliance and assist the subrecipient in making the necessary changes to allow for successful completion of the activity. By identifying and correcting any compliance issues, the likelihood of efficient and effective services being delivered to the intended City beneficiaries increases dramatically and ensures the continued success of both the subrecipient organization and the County entitlement.

After CDBG funds are awarded for individual activities, the staff role is then to ensure that subrecipients are carrying out their programs in accordance with all applicable laws and regulations, and are meeting the goals outlined in their subrecipient agreements. In carrying out this responsibility, the staff will help subrecipients identify problems or potential problems in implementing their activity, identify the causes of those problems, and help subrecipients correct them.

Wherever possible, problems are corrected through discussions and/or contract compliance measures with the subrecipient without the need for on-site monitoring visits. However, at least once per year, or as individual situations dictate, on-site monitoring and/or provision of technical assistance will be required.

Monitoring Activities

Risk Assessment Process

Each year, the City Housing Program will monitor and assess each funded activity to determine the degree to which an activity or subrecipient is at risk of noncompliance with CDBG program requirements. Some activities may warrant additional visits where conditions exist that indicate an

activity may be high risk. In an effort to address these potential problem areas, The City will utilize a risk assessment process to aid in determining the timing and frequency of monitoring visits required for individual activities. Projects which are determined by this process to be higher risk would then be monitored before, and likely more frequently than, lower risk projects.

Desk Monitoring

Desk monitoring is an ongoing process of reviewing subrecipient performance using all available data and documentation in making assessments of subrecipient performance and compliance with CDBG requirements. This process takes place within the City offices and does not generally involve subrecipient participation beyond submission of requested information. The following are among the sources of information that may be used in making determinations during the desk monitoring process:

- Requests for reimbursement and accompanying source documents;
- Audit reports;
- Staff reports from prior monitoring visits;
- Client/citizen comments and complaints;
- Information provided by other federal, state, county, and local agencies;
- Subrecipient responses to monitoring and/or audit findings;
- Original grant application;
- Subrecipient Agreement (as amended);
- Quarterly progress reports; and
- Litigation (if any).

Capital Facilities Activities

In addition to the above, monitoring of capital facilities activities occurs at several key points in the grant and construction process including but not limited to:

- 1) Environmental review process;
- 2) When the Subrecipient Agreement is written;
- 3) As design and procurement takes place;
- 4) At a scheduled pre-construction meeting with selected construction contractor;
- 5) At construction site for compliance monitoring of Davis Bacon and Related Acts regulations and contractors employee wage interviews;
- 6) Quarterly report for progress;
- 7) Careful review of cost reimbursement requests for appropriateness; and
- 8) At substantial completion and project close-out.

Grant agreements for capital projects will be executed following the completion of the environmental review of the project. Capital projects will be monitored at least quarterly to assess progress. Project monitoring is increased proportional to need. An example would be the case when a project triggers additional reporting requirements such as the need for weekly payroll reports for proof of federal prevailing wage compliance. Prior to approval, City staff will review all vouchers and backup documentation for payment. Environmental, lead-based paint inspections, and contractor debarment issues will be reviewed with agency project managers at the beginning of each project. Public facilities projects involving real property are typically secured by recorded trust documents that specify the return of grant funds if the property changes to an ineligible use within a specified period.

Use of Information

The information provided to City staff will be used to observe patterns, changes, etc. in subrecipient activity and to identify any problems or potential problems and program status and accomplishments. Analysis of the data provided may indicate the need for on-site monitoring visits by the program staff to resolve issues of noncompliance or programmatic concerns.

On-Site Monitoring

Each program year, City staff will conduct one or more on-site monitoring of each CDBG activity. Activities considered to be high risk will receive on-site monitoring first to address potential areas of noncompliance and provide the subrecipient with any technical assistance necessary to ensure compliance with CDBG requirements. Medium and low risk activities will receive on-site monitoring visits at the earliest possible date after all high risk activities have been monitored. Medium risk activities will receive monitoring priority over low risk activities. The program staff will notify subrecipients by email of the time and date for their scheduled on-site monitoring visit. Notification will be provided approximately two weeks prior to the scheduled visit and will include identification of the areas to be monitored, any documentation to be made available and key staff that may need to be present.

Monitoring Areas

The City Housing Program will generally review some or all of the areas identified below during the monitoring visit. Other areas for review may apply depending on activity type, subrecipient, etc. The extent of the review of these areas may vary from one activity to another.

- Project Progress
- Project Benefit
- Financial Management Systems
- Procurement Standards
- Income Verification
- Individual Client Files
- Complaint Procedures
- Employee Records
- Minority and Women-Owned Business
- Section 504/Handicap Accessibility
- Requirements
- Record Keeping Systems
- Property Acquisition/Relocation
- Labor Compliance
- Contract Management
- Beneficiary Documentation
- Lobbying/Political Activity
- Professional Services
- Compliance
- Civil Rights
- State or Independent Audit Results

- Program Policies and Procedures

Monitoring Visit

When conducting an on-site monitoring visit, the City Housing Program will visit the service agency or other location of CDBG subrecipient with a CDBG Program monitoring check-list:

- 1) Conduct an entrance interview with key staff involved in conducting the activity.
- 2) Review all pertinent subrecipient files, including any third party contractor files, for necessary documentation.
- 3) Interview appropriate officials and employees of the subrecipient organization, and other parties
- 4) as appropriate, to discuss the subrecipient's performance.
- 5) Visit the project site(s) or a sampling of the projects being conducted.
- 6) Conduct a spot check of randomly selected reimbursement requests (to be compared to agency record-keeping)
- 7) Conduct a spot check of randomly selected intake or other case-management files to ensure eligibility of beneficiary
- 8) Conduct a spot check of randomly selected program activity documentation to ensure eligibility for funding.
- 9) Discuss with the subrecipient any discrepancies resulting from the review of files, interviews, and site visits.
- 10) Conduct an exit interview with the appropriate officials and/or staff of the subrecipient organization to discuss the findings of the monitoring visit.
- 11) Take photos if appropriate.

Monitoring Results

Following the monitoring visit, City staff will compile all notes, documentation and other materials into a formal Monitoring Report to be filed in the project file. City staff will send an official letter reporting the results of the monitoring visit will be sent to the authorized agency representative within 30 days of the monitoring visit. This letter will generally contain the following information:

- Project number and name of the activity monitored;
- Date(s) of monitoring visit;
- Name(s) of City staff who conducted monitoring visit;
- Scope of the monitoring visit;
- Names of agency officials and staff involved in the monitoring visit;
- Findings and results of the monitoring visit, both positive and negative, supported by facts considered in reaching the conclusions;
- Specific recommendations or corrective actions to be taken by the subrecipient;
- Time frame for completion of necessary action(s); and
- If appropriate, an offer of technical assistance.

Follow-up Action

If concerns or findings identified during the monitoring visit require corrective action by the subrecipient, those actions must be completed by the subrecipient within the time frame mandated in the monitoring letter. In the event that the subrecipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official.

The City may withhold further payment to the subrecipient if a subrecipient has not sufficiently responded within 30 days from the corrective actions deadline, submitted the required responses and/or taken the required corrective action. Further, those corrective actions and/or responses must be acceptable to the City. If responses or corrective actions are determined to be unacceptable, the City may continue to withhold funds until satisfactory actions are taken.

Resolving Monitoring Findings

The City Housing Program will mail a letter to the authorized official of the agency stating that the findings are resolved when reviews of all documentation of corrective actions taken by the subrecipient indicate that the identified concerns or findings have been corrected to the satisfaction of the program.

DRAFT

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To request a copy of this publication in an alternative format, please contact Anna Schlecht at aschlech@ci.olympia.wa.us.

A CITIZEN'S SUMMARY OF THE 2018-2022 CONSOLIDATED PLAN

Prioritizing HOME and Community Development Block Grant Resources

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