

**2025-2026 FUNDING AGREEMENT
BETWEEN
CITY OF OLYMPIA AND CATHOLIC COMMUNITY
SERVICES OF WESTERN WASHINGTON**

This Funding Agreement ("Agreement") is effective as of the date of the last authorizing signature (which is the "effective date"). This Agreement is between the City of Olympia, a Washington municipal corporation ("City"), and Catholic Community Services, a Washington public benefit corporation ("CCS"), jointly referred to as the "Parties," or singularly as a "Party."

RECITALS

The City of Olympia declared a public health emergency related to homelessness on July 17, 2018. Since that date, the City has worked to find solutions that will assist in alleviating the homeless crisis in Olympia and to reduce human suffering.

CCS has experience assisting persons who are homeless by managing and operating the City's downtown tiny house/shelter facility, previously known as the downtown mitigation site, now Quince St. Village. CCS has managed and operated the Quince Street Village site since 2022. CCS is experienced in providing this type of tiny house sheltering and providing homeless people with essential services including hygiene, trash collection, utilities, and security to allow for the best chance for success in transitioning to permanent housing.

The City wishes to continue to engage the services of CCS to operate, manage, and maintain the tiny house/shelter facility on property commonly referred to as Quince Street Village, for the purpose of providing temporary shelter and housing for homeless persons in tiny houses/shelters. CCS will maintain on the site a community kitchen, meeting facility, and areas for sanitary shower, toilet, laundry facilities, solid waste collection, and for other related case management services for the temporary participants of the tiny house/shelter facility.

The Parties are entering into a separate Lease Agreement which governs CCS's lease of the Quince Street Village property (as defined in that Lease) for purposes of carrying out the operation, management, and maintenance of the tiny house/shelter facility as provided in this Agreement.

The Parties acknowledge that they are authorized to execute this Agreement and any associated documents, and to correct scrivener's errors or other errors or omissions that would otherwise be in substantial conformance with this Agreement.

The Parties now enter into this Agreement to memorialize the terms and conditions under which the City will provide funding to CCS for the purpose of operating, managing, and maintaining a tiny house/shelter facility for homeless persons to transition to permanent housing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

NOW, THEREFORE, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding to CCS to enable CCS to operate, manage and maintain a tiny house/shelter facility in Olympia, Washington, to be known as the “Quince Street Village.”

CCS will work with participants of the tiny house/shelter facility to ensure they obtain the services necessary to enable each participant to transition to permanent housing within a reasonable period of time.

2. Term/Termination.

The Term of this Agreement commences on the effective date and continues until June 30, 2026, unless otherwise terminated as provided in this Agreement. Prior to the expiration of the Term, this Agreement for funding may be terminated by either party, with or without cause, upon 60 days’ written notice to the other party. Once termination notice has been provided, the City will only be responsible for funding the work that is in progress as of the date of the termination notice and that can be completed prior to the date of termination. The City will reimburse CCS for security at an amount not to exceed the total award amount, during the period of time when CCS has given termination notice to the City but is still in the 60-day notice period.

3. Location of the Site.

CCS shall staff a tiny house/shelter facility located upon City owned property that has been leased to CCS, and is located at 1215 Quince Street SE (formerly designated 1211 Quince Street SE), Olympia, Thurston County, Washington, the exact location of which is shown on the attached **Exhibit A**, and called “Quince Street Village” or “Village” in this Agreement. The site area is approximately 1.41 acres or 61,420 square feet, more or less, except for areas excluded as depicted on the attached **Exhibit A-1**.

4. Structures on the Site.

Any significant changes to the site must be approved by the City prior to commencement of any change or modification. Quince Street Village may consist of:

Tiny house/shelter for approximately 100 people

- Each tiny house/shelter is equipped with electrical power, windows, locking door
- Furniture (bed)
- Necessary fixtures (heat, lighting)
- Security cameras (no audio) covering entrances and each row
- Five staff offices
- Three storage sheds
- Two gazebos

- Two Hygiene Trailers, consisting of:
 - Six showers
 - Six toilets – Two ADA
 - Laundry facilities
 - Two outdoor sinks
 - One Cooking/Eating area:
 - Equipped with refrigeration
 - Fencing capable of locking the surrounding perimeter of two main areas

5. Funding.

CCS shall operate the tiny house/shelter facility as outlined in the Scope of Operations in the attached **Exhibit B**, in exchange for reimbursement funding not to exceed the total amount set forth in the attached **Exhibit C**. The City and CCS shall work together in good faith to address security issues for CCS's staff that may arise at Quince Street Village, including the City taking the lead role on any participant evictions that may be required pursuant to the Residential Landlord Tenant Act, RCW Chapter 59.18, at the City's sole expense, subject to CCS executing a conflict waiver and common interest/joint defense agreement related to evictions at Quince Street Village.

5.1 Total Funding. The City shall fund CCS in an amount not to exceed **ONE MILLION SIX HUNDRED NINETEEN THOUSAND ONE HUNDRED DOLLARS AND 47/100 CENTS (\$1,619,100.47)** as provided in this Agreement.

5.2 Method of Funding. Funding by the City will be provided on a reimbursement basis only with proper receipts for items purchased or staff employed, accompanying a properly completed invoice, the requirements of which are outlined in the attached **Exhibit D**, Invoice Requirements. A spreadsheet to assist CCS in tracking and submitting invoices is included as **Exhibit D-1**, attached. In the event CCS fails to submit an invoice that includes proper documentation to the City within 60 days from the end of the month in which the expense is incurred, CCS forfeits any right to reimbursement for that expense.

5.3 CCS Responsible for Taxes. CCS is solely responsible for the payment of, and shall pay, any taxes imposed by any lawful jurisdiction as a result of CCS's activities under this Agreement.

6. Compliance with Laws.

In using the funding authorized under this Agreement, CCS shall comply with any and all applicable federal, state, and City laws including all City codes, ordinances, resolutions, standards and policies, as existing on the effective date or later adopted or amended.

7. Assurances.

CCS affirms that it has the requisite training, skill, and experience necessary to establish, manage, and operate the Quince Street Village for the purposes stated in this Agreement in a manner that will ensure the stability, safety, and health of participants and that will promote safety in the community. This includes necessary skill and training in accounting matters so that expenses are tracked, and invoicing is properly and timely provided to the City for reimbursement. CCS further affirms

FUNDING AGREEMENT/*Catholic Community Services of Western Washington* – Page 3

that any employees, officers, officials, and volunteers are appropriately trained, accredited, and licensed by any and all applicable agencies and governmental entities, including being licensed to do business in the state of Washington and within the City of Olympia.

8. Independent Contractor/Conflict of Interest.

It is the intent and understanding of the Parties that CCS is operating independently from the City and the City is neither liable nor obligated to pay any CCS employee any benefits provided to City employees such as sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other employment related tax. CCS shall pay all income and other taxes due for CCS employees. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to CCS, may not be deemed to convert this Agreement to an employment contract. Even though funding for this Agreement may include reimbursement for certain CCS staff and benefits, CCS employees may not be considered employees of the City.

9. Equal Opportunity Employer.

9.1 In all CCS services, programs, or activities, and all hiring and employment made possible by or resulting from this Agreement, CCS and CCS's employees, agents, subcontractors, and representatives shall not unlawfully discriminate against any person based on any legally protected class status, including sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability, including sensory, mental, or physical disabilities; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies, but is not limited, to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CCS shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding nondiscrimination. Any material violation of this provision is grounds for termination of this Agreement by the City and, in the case of CCS's breach, may result in ineligibility for further City agreements.

9.2 In the event of CCS's noncompliance or refusal to comply with the above nondiscrimination requirement, this Agreement may be rescinded, canceled, or terminated in whole or in part, and CCS may be declared ineligible for further agreements or contracts with the City. The City shall, however, give CCS a reasonable time in which to correct this noncompliance.

9.3 To assist the City in determining compliance with the foregoing nondiscrimination requirements, CCS must complete and return the Statement of Compliance with Nondiscrimination attached hereto as **Exhibit E**. Because the contract amount is over \$50,000, CCS shall execute the attached Equal Benefits Declaration attached hereto as **Exhibit F**.

10. Responsibilities for Communication.

CCS shall operate the Quince Street Village in a manner consistent with the accepted practices for other similar tiny house/shelter facilities, being particularly mindful of the surrounding neighborhood in which Quince Street Village is sited and its proximity to schools and businesses. CCS shall:

- Host ongoing community meetings to share information, hear concerns, and answer questions about Quince Street Village, its development and operations.
- Organize meetings made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the Village that meets at least four times a year. CCS shall invite the City's Homeless Response Coordinator to attend all stakeholder meetings.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers and email addresses of site leadership for any community member seeking to contact the Village or CCS staff and CCS shall respond promptly.
- Respond promptly to any citizen request for documentation relating to the establishment or operations of Quince Street Village or its communications.

11. Indemnification/Insurance.

11.1 Indemnification / Hold Harmless. CCS shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the acts, errors, or omissions of CCS in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City shall defend, indemnify, and hold CCS, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of resulting from the acts, errors, or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of CCS.

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

11.2 Insurance Term. CCS shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work under this Agreement by CCS, its agents, representatives, or employees.

11.3 No Limitation. CCS's maintenance of insurance as required by the Agreement may not be construed to limit the liability of CCS to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

11.4 Minimum Scope of Insurance. CCS shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City must be named as an additional insured under CCS's Commercial General Liability insurance policy with respect to the work performed as a part of this Agreement using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Tenant Discrimination insurance coverage. The City must be named as an additional insured under CCS's Tenant Discrimination insurance policy/coverage with respect to the work performed as a part of this Agreement using an additional insured endorsement at least as broad as ISO CG 20 26, or as otherwise reasonably is similar.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. Professional Liability insurance appropriate to CCS's profession.

11.5 Minimum Amounts of Insurance. CCS shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance must be written with limits no less than \$1,000,000 each occurrence, \$3,000,000 general aggregate, with excess or umbrella coverage in the sum of \$9,000,000.

3. Tenant Discrimination insurance must be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, with excess or umbrella coverage in the sum of \$9,000,000.

4. Professional Liability insurance must be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

11.6 Other Insurance Provisions. CCS's Automobile Liability, Commercial General Liability, and Tenant Discrimination insurance policies are to contain or be endorsed to contain that they are primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City is excess of CCS's insurance and does not contribute with it.

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

11.8 Verification of Coverage. CCS shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of CCS before commencement of the work.

11.9 Notice of Cancellation. CCS shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

11.11 City's Full Access to CCS's Limits. If CCS maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by CCS, irrespective of whether such limits maintained by CCS are greater than those required by this Agreement, or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by CCS.

12. City Contributions to Preparation of the Site.

The City will contribute to the preparation of the Site only as specifically outlined in the attached Exhibit B, which exhibit includes an overall site plan and layout of facilities and tiny houses/shelters.

13. Treatment of Assets.

13.1 Title to all nonexpendable personal property and buildings purchased by CCS, the cost of which CCS has been reimbursed as a direct item of cost under this Agreement, will pass to and vest in the City at the conclusion of this Agreement.

13.2 Nonexpendable personal property purchased by CCS under the terms of this Agreement in which title will be vested in the City at the end of the Agreement may not be rented, loaned, or otherwise passed to any person, partnership, corporation/association, or organization without the prior express written approval of the City or its authorized representative, and such property must, unless otherwise provided in this Agreement or approved by the City or its authorized representative, be used only for the performance of this Agreement.

13.3 As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which will vest in the City, CCS shall execute such security agreements and other documents as necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

13.4 CCS is responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of CCS, or which results from the failure on the part of CCS to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

13.5 Upon the happening of loss or destruction of, or damage to, any City property, CCS shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

13.6 CCS shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

14. Books and Records/Public Records.

CCS shall maintain books, records, and documents which sufficiently and properly reflect the funding provided by the City for the establishment and operation of Quince Street Village, as well as direct and indirect costs, related to the performance of this Agreement. In addition, CCS shall maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. All CCS records related in any way to this Agreement are subject, at all reasonable times, to inspection, review, copying, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

A record owned, used, or retained by the City is a “public record” pursuant to RCW 42.56.010, and is subject to disclosure upon request under Washington’s Public Records Act, even if such record is in CCS’s sole possession. Should the City request, in writing, that CCS provide the City with a record that the City, in its sole discretion, deems to be a public record, so that it may be produced in response to a public records request, and should CCS fail to provide such record to the City within 10 days of the City’s request for such record, CCS shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and reasonable attorney’s fees, against the City involving such withheld record.

This section survives expiration of the Agreement.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining operations for which funds are allocated. No penalty or expense will accrue to the City in the event this provision applies.

16. Contract Manager.

For routine issues of contract management, such as insurance, invoices, and issues related to this Agreement, please contact:

City Contract Manager: Kim Kondrat, Homeless Response Coordinator
City of Olympia
601 4th Ave E
PO Box 1967
Olympia WA 98507-1967
Office: 360.753.8235
Cell: 360.742.6448
Email: kkondrat@ci.olympia.wa.us

With a copy to: Joshua Chaney, Homeless Response Program Specialist
City of Olympia
601 4th Ave E
PO Box 1967
Olympia WA 98507-1967
Cell: 360.233.6509
Email: jchaney@ci.olympia.wa.us

CCS Contract Manager: Mike Curry, CCS VP and Agency Director
Catholic Community Services of Western Washington
1323 Yakima Avenue
Tacoma WA 98504-4457
Email: MikeC@ccsww.org

With a copy to: Kristin A. Tan, Chief Legal Counsel
Catholic Community Services of Western Washington
100 23rd Ave S
Seattle WA 98144
Email: KristinT@ccsww.org

17. General Provisions.

17.1 Entire Agreement. This Agreement contains all of the terms, conditions, and agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements is effective for any purpose. The Parties do not intend to confer any benefit under this Agreement to any person, firm, or corporation other than the immediate Parties.

17.2 Modification or amendment, waivers. No amendment, change, or modification of this Agreement is valid unless in writing and signed by all of the Parties. No waiver of any breach of any covenant or provision in this Agreement may 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 may be deemed an extension of the time for performance of any other obligation or act.

17.3 Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal in no way affects or invalidates any other provision and such other provisions remains in full force and effect. Further, if it should appear that any provision of this Agreement is in conflict with any Washington state statute, the provision that appears to conflict therewith must be deemed inoperative and null and void, insofar as it may be in conflict therewith, and must be deemed modified to conform to such statutory provision.

17.4 Assignment. Neither CCS nor the City may transfer or assign, in whole or in part, any or all of its obligations and rights under this Agreement without the prior written consent of the other Party.

1. If CCS wants to assign this Agreement or subcontract any of its work under this Agreement, CCS shall submit a written request to the City for approval not less than 30 days prior to the commencement date of any proposed assignment or subcontract.

2. CCS shall ensure that any work or services assigned or subcontracted for under this Agreement is subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City may inspect any assignment or subcontract document.

17.5 Successors in Interest. Subject to Subsection 17.4, the rights and obligations of the Parties inure to the benefit of and are binding upon their respective successors in interest, heirs, legal representatives, and assigns, if applicable.

17.6 Attorneys' Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party will be entitled to its reasonable attorneys' fees, costs, and expenses to be paid by the other Party.

17.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence does not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

17.8 Governing Law and Venue. This Agreement is made in Washington, and is governed by and must be interpreted in accordance with the laws of the State of Washington. Any lawsuit related to or arising out of this Agreement may be brought and maintained only in Thurston County Superior Court of the State of Washington.

17.9 Authority. Each individual executing this Agreement on behalf of the City and CCS represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of CCS or the City, respectively.

17.10 Notices. Any notices required to be given by the Parties under this Agreement must be delivered at the addresses set forth in Paragraph 16 above. Any notices may be delivered personally to

the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth in Paragraph 16. Any notice so posted in the United States mail must be deemed received five days after the date of mailing. If such notice is delivered personally, it must be deemed given at the time of such delivery. If such Notice is delivered by Federal Express, UPS, USPS, or other overnight delivery service of recognized standing, such notice must be deemed given 48 hours after the deposit thereof with such delivery service.

17.11 Captions. The respective captions of the paragraphs and subsections of this Agreement are inserted for convenience of reference only and may not be deemed to modify or otherwise affect any of the provisions of this Agreement.

17.12 Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the establishment or operations is essential to CCS's performance of this Agreement.

17.13 Remedies Cumulative. Any remedies provided for under this Agreement are not intended to be exclusive but are cumulative with all other remedies available to the City or CCS at law, in equity, or by statute.

17.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts collectively constitute the entire Agreement. Further, this Agreement may be executed by a facsimile signature or an electronically signed or digital signature where permitted by law and must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement must be deemed to be originals, but such counterparts, when taken together, constitute one and the same Agreement.

17.15 Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and the attached Exhibits. No ambiguity may be construed against any Party upon a claim that a Party drafted the ambiguous language, but this Agreement must be construed as if prepared by both Parties.

17.16 Ratification. Any work performed in 2025 prior to the effective date of this Agreement, and that falls within the scope of this Agreement and is consistent with its terms, is hereby ratified and confirmed.

17.17 Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, CCS certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- b. Have not within a three-year period preceding the effective date been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (federal, state, or local) transaction or contract under a public transaction;
violation of federal or state antitrust statutes or commission of embezzlement, theft,
forgery, bribery, falsification or destruction of records, making false statements, or
receiving stolen property;

c. Are not as of the effective date indicted for or otherwise criminally or civilly
charged by a governmental entity (federal, state, or local) with commission of any of the
offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three year period preceding this application/proposal had
one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where CCS is unable to certify to any of the statements in this certification, CCS
shall attach an explanation to this Agreement.

17.18 Early Retirement from the State of Washington - Certification. By signing this form, CCS
certifies that no one being directly compensated for their services pursuant to this Agreement has
retired from the Washington State Retirement System using the 2008 Early Retirement Factors with
restrictions on returning to work.

17.19 Time. Time is of the essence of every provision of this Agreement.

17.20 Force majeure. Performance by CCS or the City of their obligations under this
Agreement will 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).

CITY OF OLYMPIA
a Washington municipal corporation

**CATHOLIC COMMUNITY SERVICES OF WESTERN
WASHINGTON**
a Washington public benefit corporation

By: _____
Steven J. Burney, City Manager

By: Mike Curry
Mike Curry, VP & Agency Director

Date: _____

Date: 06/09/2025

APPROVED AS TO FORM:

Michael M. Young
Senior Deputy City Attorney

BLA # 3612158

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EXHIBIT A-1
Sketch/Funding Agreement/Catholic Community Services

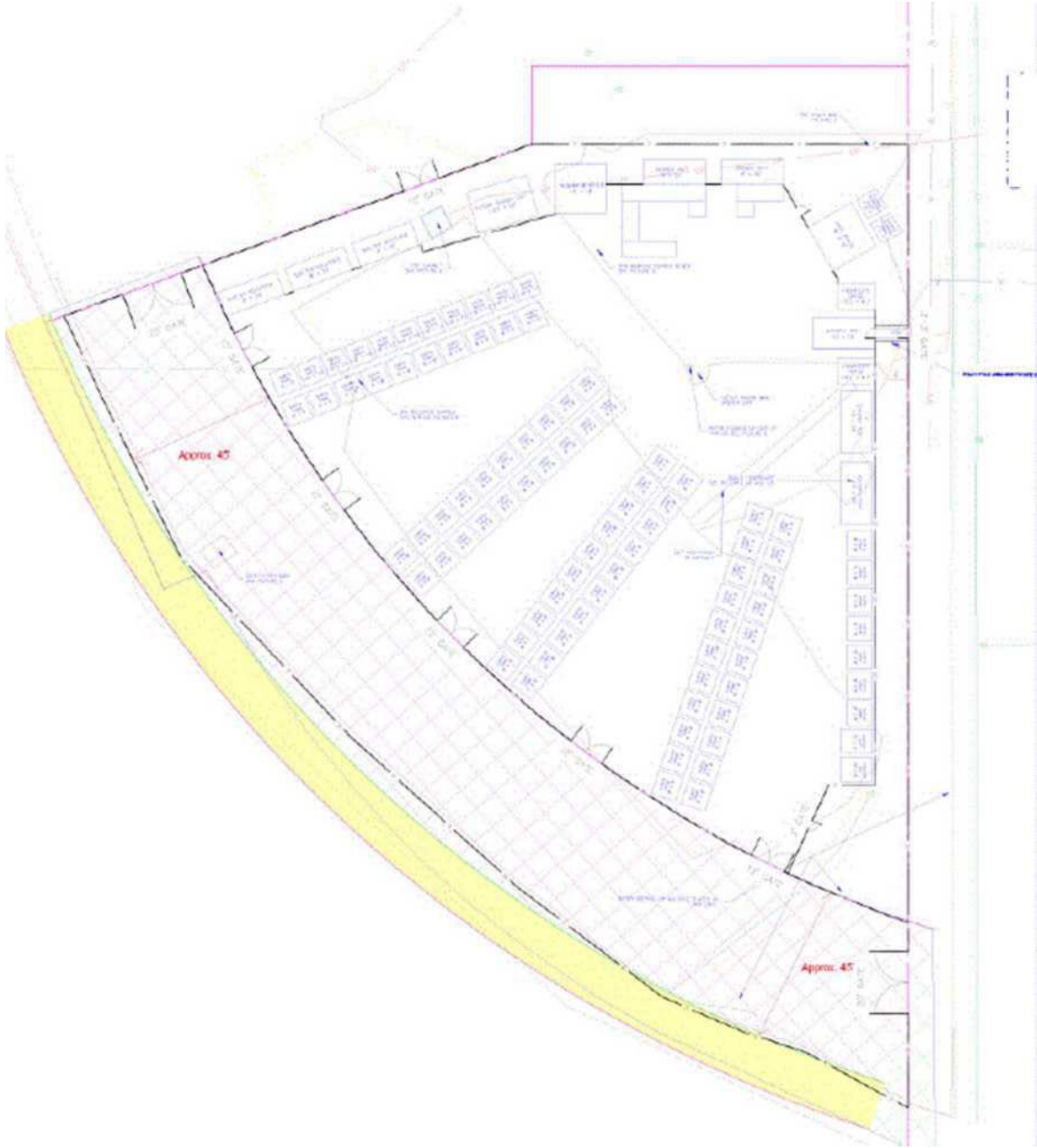


EXHIBIT B
CCS's SCOPE OF OPERATIONS
for
QUINCE STREET VILLAGE

Catholic Community Services ("CCS") has been a partner in operating and managing the City's downtown mitigation site, now **Quince Street Village**, and tiny house/shelters. The City's downtown tiny house/shelter community serves to help participants reclaim their dignity and get on a path to permanent housing by providing a heated and secure structure, hygiene facilities, and ready access to case management. As an alternative to traditional shelter, tiny house/shelter facilities are a crisis response to homelessness where tiny houses/shelters can be set up quickly and cost effectively.

I. Community Engagement

- Host ongoing community meetings to share information, hear concerns, and answer questions about Quince Street Village, its development and operations. Organize meetings made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the Village that meets at least four times a year. CCS shall invite the City's Homeless Response Coordinator to attend all stakeholder meetings.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers and email addresses for site leadership for any community member seeking to contact the village or CCS staff and CCS shall respond promptly.
- Respond promptly to any citizen request for documentation relating to the rules, regulation, or operations of Quince Street Village.

II. Site Changes

- Changes to the physical site must be approved by the City of Olympia prior to commencement of any changes.

III. Operations

- CCS Staff Oversight and Support: Hire, onboard, and support staff with an onsite supervisor and oversight from CCS.
- Establish partnership with local substance use services and treatment provider to provide substance use assessments on site to participants on a regular basis.
- Security: Ensure a secure site with a closed perimeter and entrance monitored as staffing permits. CCS will coordinate maintenance of security cameras and will manage security camera footage.
- Site Management: Work with participants to ensure cleanliness and adherence to a Code of Conduct developed by CCS that is consistent with community expectations. CCS will conduct regular unit inspections to test smoke/carbon monoxide detectors and adherence to Code of Conduct. CCS will develop staff processes for grievances and appeals for expulsions from the site. CCS will develop formal behavioral agreements that provide clarity regarding requirements for continuation or restoration of services.

- Village Participant Community: Work with participants to foster harmony and collaboration within the Village. Support participants in the creation of a participant advisory council through regular meetings and staff support.
- Maintenance: Conduct maintenance visits and perform the required maintenance tasks as needed.
- 24/7 Communication: Ensure that CCS staff are available around the clock to answer questions and communicate with emergency services.
- Intakes: Work effectively with the City and referring service providers on the intake of new participants to the program.
- Ensure that program participants have knowledge and access to food resources.
- Manage Donations: Manage donations and storage of donated supplies within the Village.
- Develop an emergency management plan addressing weather, fire, and security issues.
- Ensure engagement and compliance with Thurston County Housing Information Management System.
- Ensure clients are entered into the HMIS system. Track intakes, exits, and progress with HMIS reporting procedures provided by Thurston County. Maintain records of individuals served, service provided, outreach activities conducted, surveys completed and other reporting as requested by City of Olympia and submit reports monthly with invoices to the City of Olympia.
- Ensure coordination with Thurston County Coordinated Entry System.
- Monitor and comply with Thurston County Health guidelines related to health and safety protocol and practices.
- Any use and placement of heaters, shared cooking or other propane or electric heating appliances shall be approved by the Olympia Fire Department.
- Report any predatory or illegal behavior to law enforcement (drug dealing, sex trafficking, other illegal activities). CCS staff are not expected to personally engage in attempting to stop such behavior.
- Document: incidents, violations of site rules or Code of Conduct, emergency calls to Olympia Fire or Police Departments.
- Notify Homeless Response Coordinator of any site safety concerns, hazardous conditions, and other life and safety issues on site. Homeless Response Coordinator should be notified of hospitalizations and deaths on site.

IV. Case Management

- Staff Oversight & Support: Hire, onboard, and support case management staff with CCS's

experienced case management supervisory team.

- **Housing Case Management:** Work with participants to create a plan to find and maintain a permanent housing solution. Provide resources and referrals to participants to assist them with achieving the housing goals they have identified, in partnership with their case manager. Provide behavioral health crisis first response and follow up with appropriate referral coordination.
- Assist participants in filling out necessary paperwork and help each participant through the process requirements to obtain any assistance applicable to the individual participant's situation, including a Coordinated Entry intake.
- **Education & Health Service Coordination:** Connect clients with agencies that improve health and education outcomes and help them through any process requirements to obtain necessary services.
- **Data Management:** Track intakes, exits, and progress with HMIS reporting procedures.
- **Intake Coordination:** Coordinate with referring agencies for successful program outcomes.

V. Maintenance and Repairs of Site

- Conduct assessments and perform required maintenance and repair tasks as needed. CCS is responsible for ensuring compliance with all laws applicable to public works and maintenance. CCS must verify all filing requirements with the Washington State Department of Labor & Industries (L&I) to ensure compliance, including:
- **Maintenance and Public Works:** CCS will perform both routine maintenance and repairs classified as a public work, ensuring all tasks meet L&I regulations. For public works, CCS must follow prevailing wage laws, public works laws, and obtain any required licenses before starting work. CCS is responsible for verifying all necessary approvals from L&I. Subcontracting this work is allowed with prior written approval from the City. Repairs must be approved by the City, except in cases of emergency repairs.
- **Filing Requirements:** CCS and its subcontractors must verify their obligation to submit certified payroll reports, Statements of Intent to Pay Prevailing Wages, and Affidavits of Wages Paid with L&I. These filings must be completed before work begins and upon completion of the project, as required by L&I.
- **Prevailing Wage Rates:** The applicable prevailing wage rates for this contract can be found at <https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>. Rates should be based on the publication date of January 1, 2025, and apply to Thurston County. CCS must retain a copy of the prevailing wage rates, and the City will make a copy available for review upon request.
- **Invoices and Payment:** Invoices submitted by CCS must include the number of prevailing wage hours worked. No payments shall be made by the City until all required filings have been submitted to and approved by L&I.

VI. **Administrative**

- Insurance: Maintain ample insurance coverage for the site and CCS operations, naming the City of Olympia as an additional insured.
- Accounting: Document purchases, track finances, and bill accurately.
- Hiring: Manage all hiring and staffing needs with CCS's human resources team.
- CCS will perform background screening, including national criminal history checks, on all hired staff and on volunteers, as deemed appropriate per CCS policy.

CCS will screen registered sex offender status in compliance with CCS's participation standards at the Quince Street Village.

**EXHIBIT C
2025 BUDGET
QUINCE STREET VILLAGE**

Staffing Costs (Salary, Taxes, Benefits)	\$1,202,440.52
Operations	\$184,003.94
Prevailing Wage	\$40,000.00
Utility Billing	\$60,000.00
Corporate Admin	\$32,812.61
Admin	\$99,843.40
TOTAL	\$1,619,100.47

**ADDITIONAL DETAIL FOR CERTAIN TYPES
OF REIMBURSABLE BUDGET ITEMS**

Client Support: CCS may incentivize participant performance and utilize funds to support participant goals and promote healthy behaviors. If there are questions about the use of funds for these purposes, CCS should contact the City’s Contract Manager or designated representative.

Training: Training may encompass CPR, First Aid, NARCAN administration, de-escalation techniques, addressing domestic violence, establishing boundaries, combating discrimination, and utilizing the Homeless Management Information System (HMIS). Additional instruction is provided through CCS internal staff training. Participation in conferences and workshops may cover topics related to homelessness or affordable housing. Additionally, CCS will offer training opportunities to participants aimed at supporting housing stability and achieving their goals.

Mileage: Staff trips include attending meetings and training, purchasing supplies, working with participants getting them to appointments, etc.

Administration Fee: This covers items such as human resources, hiring and advertising, management, supervision, administration, program support, fundraising, volunteer coordination, etc. NOTE: Payroll and other supporting documentation are required to accompany requests for administration reimbursement. There will be no reimbursement for items that do not have appropriate supporting documentation.

EXHIBIT D INVOICE REQUIREMENTS

In the event CCS fails to submit an invoice that includes proper documentation to the City within sixty (60) days from the end of the month in which the expense is incurred, CCS forfeits any right to reimbursement for that expense.

1. A primary contact for CCS invoice questions who will respond to the City within 24 hours regarding any invoice question.
2. A spreadsheet furnished by the City of Olympia will be required to be filled out monthly that includes (See **Exhibit D-1**):
 - The billing period
 - Total invoice amount
 - A total for the invoice period
 - The remaining budget available for the contract term
3. Supplemental documentation (receipts that support staffing expenditures and other expenses)
4. Any cost not included in the contract budget, or beyond the monthly budget amount, must be pre-approved by email to assure payment.
5. A monthly progress report that includes total number of guests, length of stay, exits for behavioral (or other) reasons, exits into permanent housing.
6. Invoices must be emailed to these City email addresses:

Kim Kondrat, Homeless Response Coordinator
Email: kkondrat@ci.olympia.wa.us

Joshua Chaney, Homeless Response Program Specialist
Email: jchaney@ci.olympia.wa.us

City Responsibilities:

1. Payment shall be made monthly, within thirty (30) days after receipt of an invoice.

City Contract Manager or designated representative will inform CCS of need for additional documentation or disputed costs in writing.

EXHIBIT D-1

MONTHLY INVOICE

Invoice No.		Bill Period:	
BILL FROM VENDOR OR CLAIMANT		BILL TO AGENCY	
Catholic Community Services		City of Olympia	
1323 Yakima Ave		PO Box 1967	
Tacoma WA 98405-4457		Olympia, WA 98507-1967	
REIMBURSEMENT REQUEST			
Budget Line Items	Budget	Prior Period Expenses to Date	Report Period Request
Staffing Expenses	\$ 1,202,440.52	\$ -	\$ -
Operational Expenses	\$ 184,003.94	\$ -	\$ -
Prevailing Wage	\$ 40,000.00	\$ -	\$ -
Utility Billing	\$60,000	\$ -	\$ -
Corporate Admin	\$ 32,812.61	\$ -	\$ -
10% Admin Fee	\$ 99,843.40	\$ -	\$ -
Totals:	\$ 1,619,100.47	\$ -	\$ -
New Contract Balance for Current Fiscal Year		\$ 1,619,100.47	Reimbursement Requested
Contract Description: Quince Street Village		\$ -	
Contract Period: 2025-2026			
VENDOR CERTIFICATION		CITY CERTIFICATION	
The individual signing this voucher below warrants they have the authority to do so as authorized on behalf of the entity identified in the Vendor/Claimant section. The individual signing below certifies under penalty of perjury that the terms and totals listed herein are proper charges for materials, merchandise, or services furnished per the City contract referenced above, and that all good furnished and/or services rendered have been provided without discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.		I, the undersigned, do hereby certify under penalty of perjury, that the material furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the Claim is a just, due, and unpaid obligation against the City of Olympia, and that I am authorized and certify said Claim.	
Signed by:		Signed by:	
Printed Name Title Date Signed		Printed Name Title Date Signed	
INSTRUCTIONS TO VENDOR OR CLAIMANT:			
Submit this form to claim payment for materials, merchandise, and services. Invoice must be completely filled out, signed and emailed to: Kim Kondrat kkondrat@ci.olympia.wa.us 360-753-8235			
with a CC to: Joshua Chaney jchaney@ci.olympia.wa.us 360-233-6509			
Attach supporting documentation to this invoice as outlined in the contract.			
Invoices must be submitted monthly and are due within 60 days from the end of the month in which expenses are incurred.			
Failure to submit timely invoices will result in forfeiture of the rights to reimbursement for late expenses.			

EXHIBIT E

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Mike Curry
(Signature)

06/09/2025
(Date)

Mike Curry
Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)

EXHIBIT F
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

N/A

Consultant Name

Mike Curry

Signature

Mike Curry

Name (please print)

06/09/2025

Date

VP and Agency Director

Title