

Amendment

Contract Number: SFY23-46141-001
Amendment Number: 1

**Washington State Department of Commerce
Housing Division
ROW Initiative**

1. Contractor City of Olympia 601 4th Ave E Olympia, WA 98501		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) Darian Lightfoot Housing Programs Manager 360.753.8033 (office), 360.280-8951 (cell) dlightfo@ci.olympia.wa.us		4. COMMERCE Representative (only if updated) Nathan Peppin PO Box 42525 Rights of Way Initiative Manager 1011 Plum St SE (360) 489-5825 Olympia, WA 98504-2525 nathan.peppin@commerce.wa.gov	
5. Original Contract Amount (and any previous amendments) \$6,200,000.00	6. Amendment Amount \$310,000.00	7. New Contract Amount 6,510,000.00	
8. Amendment Funding Source Federal: \$310,000.00 State: Other: N/A:		9. Amendment Start Date 12/1/2022	10. Amendment End Date 6/30/2025
11. Federal Funds (as applicable): \$6,510,000.00	Federal Agency: US Treasury	CFDA Number: 21.07	
12. Amendment Purpose: Add additional funding, add housing language, and administrative corrections to errors in the original contract.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

<p>FOR CONTRACTOR</p> <p>_____ Steven J. Burney, City Manager</p> <p>_____ Date</p> <p>APPROVED AS TO FORM:</p> <p><i>Michael M. Young</i> _____ Deputy City Attorney</p> <p>Date: <u>02/28/2023</u></p>	<p>FOR COMMERCE</p> <p>_____ Diane Klontz Deputy Director of Division and Program Alignment</p> <p>_____ Date</p> <p>APPROVED AS TO FORM ONLY</p> <p><u>Sandra Adix</u> Assistant Attorney General</p> <p><u>3/20/2014</u> Date</p>
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This Contract is **amended** as follows:

The City of Olympia is a sub-recipient for federal purposes under this contract.

The indirect rate is the de minimis 10%.

The following cover sheet items are amended as follows:

- 10. Tax ID#: 91-6001261
- 11. SWV#: SWV0008653-00
- 12. UBI#: 342-000-433

Special Terms and Conditions:

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$6,510,000.00 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

13. HOUSING SAFETY AND HABITABILITY REQUIREMENTS

All funded living situations must protect occupants from the elements and not pose a threat to health or safety. Accommodations must be made for people who use wheelchairs or mobility devices, as needed, and reasonable accommodations must be made for other disabilities.

All funded living situations must provide:

- Access to hygiene facilities, including toilets, handwashing, and garbage containers, all of which are serviced frequently
- Access to storage for the belongings
- Cleaning services to support hygienic living situations
- Access to habitable temperatures
- Reasonable proximity to the right of way from which the person was moved, and reasonable access to transportation to local services

Funded living situations should also provide:

- Access to personal hygiene products
- Access to food and beverages and food that is in accordance with the participant's religious and cultural beliefs and personal practices
- Access to laundry facilities
- Access to electricity

14. HOUSING ACCESSIBILITY

Housing and shelter beds funded by this initiative must have realistic and clear expectations. Rules and policies must be narrowly focused on maintaining a safe environment for participants and the community and avoiding exits to homelessness. Housing and shelters must have flexible intake processes and require minimal documentation.

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At a minimum, people must not be screened out based on the following criteria:

- Having little or no income
- Having poor credit or financial history
- Having poor or lack of rental history or evictions
- Having involvement with the criminal justice system
 - Housing serving families with children may screen participants for sex offenses.
- Having active or a history of alcohol and/or substance use
 - Sobriety/recovery-focused housing may limit enrollment to individuals seeking a sober/recovery-focused environment, but sobriety/ recovery-focused housing cannot be the only housing option offered.
- Having been impacted or affected by crime
- The type or extent of disability-related services or supports that are needed
- Lacking identification or proof of U.S. Residency Status
- Other behaviors that are perceived as indicating a lack of “housing readiness,” including resistance to receiving services
- If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household’s admission to the program

Housing can be oriented to moving people to more permanent housing, but housing may not have strict stay limits. Participants must not be exited to homelessness solely due to the number of days residing in housing.

Participants must not be terminated from the program for the following reasons:

- Failure to participate in supportive services or treatment programs
- Failure to make progress on a housing stability plan
- Alcohol and/or substance use in and of itself is not considered a reason for termination
- If a participant is terminated from the housing due to violating rules focused on maintaining a safe environment, there must be a process in place for the participant to re-enroll in the housing at a later date when the behavior has been resolved.

Housing and shelter must comply with local, state, and federal nondiscrimination requirements, including not discriminating based on religion, gender identity, or sexual orientation.

15. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

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Attachment B – Budget

Activity	FY23 7/1/22 – 6/30/23	FY24 7/1/23 – 6/30/24	FY25 7/1/24 – 6/30/25	TOTAL
Costs to make city-owned site usable as a tiny home village	\$2,900,000	-	-	\$2,900,000
Operating and services costs	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000
Outreach Services		\$150,000	\$150,000	\$300,000
Administration – limited to 5% of actual expenditures	\$200,000	\$55,000	\$55,000	\$310,000
Agreement Total	\$4,100,000	\$1,205,000	\$1,205,000	\$6,510,000

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.