

**2022 FUNDING AGREEMENT
BETWEEN
THE 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 affixed hereto. 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, also known as the downtown mitigation site. CCS is experienced in providing this type of transitional housing and providing homeless persons 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 engage the services of CCS to operate, manage, and maintain a tiny house/shelter facility on property commonly referred to as Quince Street, 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 residents of the tiny house/shelter facility.

The signatories to this Agreement 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 establishing, operating, 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 herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

[The remainder of this page is intentionally left blank.]

TERMS AND CONDITIONS

1. Purpose.

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

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

2. Term/Termination.

The term of this Agreement shall commence on the date of the last authorizing signature affixed hereto and shall continue until June 30, 2023, unless otherwise terminated as provided in this Agreement. Prior to the expiration of the Term, this Agreement for funding may be terminated upon ninety (90) days’ written notice to the other Party, with or without cause. Once termination notice has been provided, the City shall only be responsible for funding the work that is currently in progress and can be completed prior to the date of termination.

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 commonly located at 1211 Quince Street SE, Olympia, Thurston County, Washington, the exact location of which is shown on **Exhibit A**, and hereafter referred to as “Quince Street Village” or “Village.” The site area is approximately 1.41 acres or 61,420 square feet, more or less, except for areas excluded as depicted on **Exhibit A-1** attached hereto.

4. Structures on the Site.

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

- Tiny house/shelter for approximately one hundred (100) persons
 - Each tiny house/shelter is equipped with electrical power, windows, locking door
 - Furniture (bed)
 - Necessary fixtures (heat, lighting)
- On-site security
- 2 Resident Common Areas, which shall include:
 - Case Management Office
 - One community area
- 2 Hygiene Trailers, consisting of

- 6 showers
- 6 toilets – 2 ADA
- Laundry facilities
- 1 Cooking/Eating area:
 - Equipped with kitchen appliances
- Fencing capable of locking the surrounding perimeter of two main areas
 - Six feet high chain link

5. Funding.

CCS will operate the tiny house/shelter facility as outlined in the Scope of Operations in **Exhibit B** attached hereto, in exchange for reimbursement funding not to exceed the total amount set forth in **Exhibit C** attached hereto.

5.1 Total Funding. The City agrees to fund CCS in an amount not to exceed One Million Two Hundred Twelve Thousand Seven Hundred Seventy Dollars and 00/100 Cents (\$1,212,770.00) 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 requirement of which are outlined in **Exhibit D**, Invoice Requirements. A spreadsheet to assist CCS in tracking and submitting invoices is included as **Exhibit D-1**. **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.**

5.3 CCS Responsible for Taxes. CCS shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of CCS's business operations.

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, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter 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 residents 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 that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any and all applicable agencies and

governmental entities, including but not limited to 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 intention and understanding of the Parties that CCS is operating independently from the City and the City shall be 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, shall 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 shall 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 Funding Agreement, there shall be no unlawful discrimination by CCS or by CCS's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to 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 handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be 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 shall be 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 plan, 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. CCS shall, however, be given 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, email addresses, and staff contacts for any community member seeking to contact the Village or CCS staff, and CCS shall respond promptly.
- Organize a public open house of the Village and coordinate tours as needed.
- 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 shall be 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 shall 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 hereunder by CCS, its agents, representatives, or employees.

11.3 No Limitation. CCS's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of CCS to the coverage provided by such insurance, or otherwise limit CCS'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 shall 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 shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall 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. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. 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 shall 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 \$10,000,000.

3. Professional Liability insurance shall 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 and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of CCS's insurance and shall 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 but not necessarily limited to 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 (2) 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 shall constitute 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 shall be 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 **Exhibit B** attached hereto, 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, shall 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 shall 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 shall, unless otherwise provided herein 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 shall vest in the City, CCS agrees to execute such security

agreements and other documents as shall be 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 shall be 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 agrees to 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 shall be 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.

Records that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure and release under Washington's Public Records Act. A "public record" includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency, regardless of physical form or characteristics. RCW 42.56.030 requires that the Public Records Act be liberally construed, and its exemptions narrowly construed to promote public policy and to assure that the public interest will be fully protected. For that reason, the City will make the sole determination as to whether or not records possessed by CCS related to this Agreement meet the definition of a "public record" as well as whether, and to what extent, any exemption applies.

If CCS disagrees with the City's determination or believes the records are subject to an exemption, the City agrees to notify CCS via written notice to CCS and to provide CCS with ten (10) business days to obtain and serve on the City a court order specifically preventing release of such records. The City agrees not to release any records until CCS is provided such notice and

the ten (10) business days to serve an injunction on the City to prohibit such disclosure has elapsed.

Should CCS fail to provide records related to this Agreement to the City within ten (10) business days of the City's request for such records, CCS agrees to indemnify, defend, and hold the City harmless for any public records judgment (including fines and penalties) against the City for failure to disclose and/or release such records, including costs and attorney's fees. This section shall survive 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 shall 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: Darian Lightfoot, Housing Programs Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Office: (360) 753-8033
Cell: (360) 280-8951
Email: dlightfo@ci.olympia.wa.us

With a copy to: Lauren Alexander-Persse, Program Specialist
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Desk: (360) 570-3798
Cell: (360) 790-1986
Email: lalexand@ci.olympia.wa.us

CCS Contract Manager: Mike Curry, CCS Southwest Region 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, 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 shall be 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 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.

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

17.4 Assignment. Neither CCS nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

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

2. CCS is responsible for ensuring that any work or services assigned or subcontracted for hereunder shall be 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 reserves the right to inspect any assignment or subcontract document.

17.5 Successors in Interest. Subject to Subsection 17.4, the rights and obligations of the Parties shall inure to the benefit of and be 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 shall 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 shall 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 and shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue shall be 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 individuals are 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 shall 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 shall be deemed received five (5) days after the date of mailing. If such notice is delivered personally, it shall be conclusively 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 shall be deemed given forty-eight (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 shall 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 the terms of this Agreement are not intended to be exclusive but shall be 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 shall 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 shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but such counterparts, when taken together, shall 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 Exhibits attached hereto. No ambiguity shall be construed against any Party upon a claim that a Party drafted the ambiguous language, but this Agreement shall be construed as if prepared by both Parties.

17.16 Ratification. Any work performed in 2022 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 this proposal 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 presently 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 (3) 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 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).

17.21 Recitals. The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof.

17.22 Effective Date. This Agreement shall be effective as of the date of the last authorizing signature affixed hereto.

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, CCS Southwest Director

Date: _____

Date: 06/14/2022 _____

APPROVED AS TO FORM:

Mark Barber _____
Mark Barber, City Attorney

EXHIBIT A
Legal Description

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-0325850L, AS RECORDED JANUARY 21, 2004, UNDER AUDITOR'S FILE NOS. 3612157 AND 3612158, AND AS AMENDED UNDER AUDITOR'S FILE NO., 3612958. SITUATE IN THURSTON COUNTY, WASHINGTON.

EXCEPT FOR AREAS EXCLUDED AS DEPICTED ON EXHIBIT "A-1" ATTACHED TO THIS FUNDING AGREEMENT, WHICH AREAS SHALL BE RETAINED BY THE CITY OF OLYMPIA.

EXHIBIT A-1
Sketch of Areas Reserved

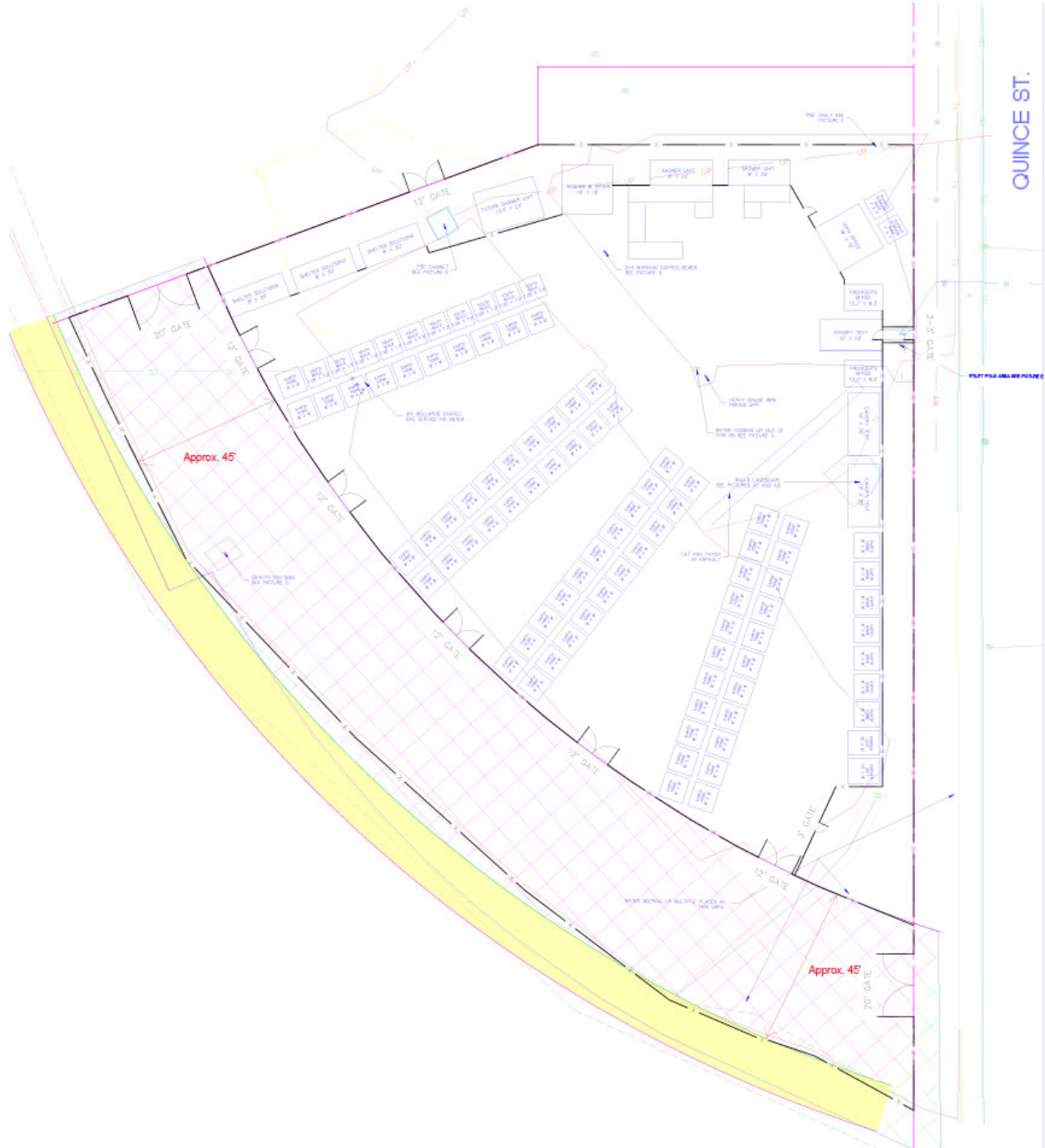


EXHIBIT B
CCS's SCOPE OF OPERATIONS
for
QUINCE STREET VILLAGE
Olympia, WA

I. Overview

Catholic Community Services (“CCS”) has been a partner in operating and managing the City’s downtown mitigation site and tiny house/shelters. The City’s downtown tiny house/shelter community serves to help residents reclaim their dignity and get on a path to permanent housing by providing a heated and secure structure, and 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.

II. Community Engagement

- Host at least four community meetings annually to share information, hear concerns, and answer questions about Quince Street Village operations. CCS shall invite the City’s Homeless Response Coordinator to participate in each meeting.
- Support a committee made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to Quince Street Village. CCS shall invite the City’s Homeless Response Coordinator to participate in all stakeholder meetings.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the village or CCS staff, and CCS shall respond promptly.
- Organize a public open house of Quince Street Village and coordinate tours as needed.
- Respond promptly to any citizen request for documentation relating to the rules, regulation or operations of Quince Street Village or its communications.

III. Site Changes

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

IV. Operations

- **CCS Staff Oversight and Support:** Hire, onboard, and support staff with an onsite supervisor and oversight from CCS.
- **Security:** Ensure a secure site with a closed perimeter, monitored entrance, and secure facilities. CCS will coordinate installation and maintenance of security cameras and will manage security camera footage.
- **Site Management:** Work with residents 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 and 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 Resident Community: Work with residents to foster harmony and collaboration within the Village. Support participants in the creation of a self-governance structure through regular meetings and staff support of other governance procedures.

- **Maintenance:** Conduct maintenance visits and perform 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 residents to the program.
- **Food-drive Calendar:** Maintain a calendar of food and meal donations.
- **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 COVID-19 and other 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 in a log: visitors, incidents, violations of site rules or Code of Conduct, emergency calls to Olympia Fire or Police Departments.

V. Case Management

- Staff Oversight & Support: Hire, onboard, and support case management staff with CCS's experienced case management supervisory team.
- Housing Case Management: Help refer residents to transitional and permanent housing using vouchers, Section 8, Social Security, public assistance, earned income and income support.
- Assist residents in filling out necessary paperwork and help each resident through the process requirements to obtain any assistance applicable to the individual resident's situation, including a Coordinated Entry intake.
- Work to enroll and provide Foundational Community Supports (FCS) services to eligible participants.
- 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.

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

**EXHIBIT C
2022 BUDGET
QUINCE STREET VILLAGE**

Staffing Expenses	Monthly Estimated Limit	Annual Limit
Staffing Costs (Salary, Taxes, Benefits)	\$74,194	\$890,330
Staffing 2 nd Site for One Month (Two Program Generalist / 24 hours per day, 7 days per week)	\$2,561	\$30,731
Staffing Totals	\$76,755	\$921,061
Recurring Monthly Expenses		
Electricity	\$7,044	\$84,530
Site Maintenance (Vendors/Supplies/Materials)	\$3,054	\$36,650
Security Camera Installation and Maintenance Plan	\$1,286	\$15,431
Shared Direct – Facility and Tech	\$323	\$3,879
Operations (Training, Supplies, Furniture/ Equipment, Telephone/Communication/ Internet, Lease, Mileage)	\$3,238	\$38,852
Corporate Admin Fee	\$2,163	\$25,952
Admin Fee (under 10%)	\$7,201	\$86,415
Recurring Monthly Expenses Totals	\$24,309	\$291,709
TOTALS	\$101,064	\$1,212,770

ADDITIONAL DETAIL FOR CERTAIN TYPES OF REIMBURSABLE BUDGET ITEMS

Training: Can include such training as CPR, First Aid, use of NARCAN, de-escalation, domestic violence, boundary, anti-discrimination, HMIS, how to work with difficult people. CCS internal staff trainings. Conferences and workshops may relate to homelessness or affordable housing. Training for villagers on self-governance, dispute resolution, domestic violence, financial literacy, anger management.

Mileage: Staff trips include attending meetings and trainings, purchasing supplies, working with residents 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 is 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

Each monthly invoice must be submitted by email by the 15th of the next month and must include:

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 in order 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:

Darian Lightfoot, Housing Programs Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Office: (360) 753-8033
Cell: (360) 280-8951
Email: dlightfo@ci.olympia.wa.us

And your primary contract contact:

Lauren Alexander-Persse, Program Specialist
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Desk: (360)570-3798
Cell: (360)790-1986
Email: lalexand@ci.olympia.wa.us

City Responsibilities:

1. Payment shall be made on a monthly basis, within thirty (30) days after receipt of an invoice.
2. City Contract Manager 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 NAME	
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	2022 Budget	Prior Period Expenses to Date	Report Period Request
Staffing Expenses			\$ -
Operating Expenses			\$ -
Subtotal		\$ -	\$ -
10% Admin Fee		\$ -	\$ -
TOTALS:		\$ -	\$ -
Remaining 2022 Contract Balance		\$ -	Reimbursement Request This Bill Period
			\$ -
Contract Description:	Quince Street Village		Vendor No. 27957
Contract Period:			BARS: 142-4060-716-41.01
			Project No. HM0311
VENDOR CERTIFICATION		CITY CERTIFICATION	
<p>The individual signing this voucher below warrants they have the authority to do so as authorized and 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 goods 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.</p>		<p>I, the undersigned, to 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.</p>	
Signed by:		Signed by:	
Printed Name	Title	Date Signed	Printed Name
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: Lauren Alexander-Persse lalexand@ci.olympia.wa.us 360.570.33798			
and Darian Lightfoot dlightfo@ci.olympia.wa.us 360.753.8033			
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 right 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 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. Indicate below the methods you will employ to ensure that this policy is communicated to your employees, officers, officials, and volunteers, if applicable. CCS affirms compliance with the City of Olympia’s nondiscrimination ordinance and contract provisions. **Please check all that apply:**

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- 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.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:

- If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia’s nondiscrimination ordinance.

Failure to implement 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.

Mike Curry, CCS Southwest Director

(Date)

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

City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision is to ensure that those who contract with the City provide benefits on a non-discriminatory basis. Those who contract with the City must have policies in place prohibiting such discrimination, prior to any contract taking effect.

I declare that the Entity 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 Catholic Community Services of Western Washington.

**Catholic Community Services of
Western Washington (CCS)**

Mike Curry, CCS Southwest Director

Date