

GRANT AGREEMENT FOR COMPLETION OF A HOMELESS SHELTER, AT 3525 7TH AVENUE SW, OLYMPIA, WASHINGTON, BETWEEN THE CITY OF OLYMPIA, A WASHINGTON MUNICIPAL CORPORATION, AND THE FAMILY SUPPORT CENTER OF SOUTH SOUND, A WASHINGTON NON-PROFIT CORPORATION.

THIS GRANT AGREEMENT (“Agreement”) is effective as of the date of the last authorizing signature affixed hereto. The parties to this Agreement are the CITY OF OLYMPIA, a Washington municipal corporation (hereinafter the “City”), and THE FAMILY SUPPORT CENTER OF SOUTH SOUND, a Washington non-profit corporation (hereinafter “Family Support Center” or “FSC”), and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, RCW 82.14.530 authorizes cities to submit a proposition to the voters authorizing a sales and use tax increase of not more than one-tenth of one percent, provided that the City’s proceeds from said increase shall be used to construct affordable and supportive housing and for housing-related purposes, including mental and behavioral health-related facilities, and for costs for operations, maintenance, delivery, and evaluation of mental health programs and services, or housing-related services, all as permitted by state law; and

WHEREAS, On October 24, 2017, the Olympia City Council adopted Resolution No. M-1912 (the “Ballot Resolution”) authorizing submission to the qualified voters of the City a proposition authorizing an additional sales and use tax of not more than one-tenth of one percent for the Olympia Home Fund for supportive housing and housing-related purposes, including mental and behavioral health-related facilities (“Proposition No. 1”); and

WHEREAS, Proposition No. 1 was approved by the requisite number of voters at the election held on February 13, 2018, and its passage was certified by the Thurston County Auditor on February 23, 2018; and

WHEREAS, the Olympia City Council enacted Ordinance No. 7127 imposing the additional sales and use tax at a rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. The tax became effective on the earliest practicable date consistent with RCW 82.14.055 following enactment of the Ordinance; and

WHEREAS, Ordinance No. 7127 provided that the additional sales and use tax receipts provided by RCW 82.14.530 shall be used for low income housing and housing-related services, including mental and behavioral health programs and facilities as required by RCW 82.14.530 and that a minimum of sixty percent (60%) of the monies collected under RCW 82.14.530 shall be used for the housing and housing-related purposes as defined in RCW 82.14.530(2)(a)(i), (ii), and (iii), and the remainder of the monies collected shall be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services as required by RCW 82.14.530(2)(c); and

WHEREAS, the Olympia City Council created the Home Fund Advisory Board for the purpose of creating a broad based group of Olympia residents and affected partners to advise the Olympia City Council on

how best to invest limited housing and related social service dollars to meet the most urgent community needs for low income housing and shelter facilities for those persons experiencing homelessness; and

WHEREAS, the City of Olympia's Home Fund Manager provided a briefing to the Home Fund Advisory Board on March 10, 2021 regarding funds for the remodel at 3525 7th Avenue SW, Olympia, Washington; and

WHEREAS, the Family Support Center, a Washington Non-Profit Corporation, has determined that the real property at 3525 7th Avenue SW is appropriate and suitable for remodel to provide up to ten (10) transitional, temporary shelter beds for families, dependent upon COVID protocols; and

WHEREAS, The Family Support Center has been informed the award is conditional and was not a guarantee of funds, but is subject to City Council approval and the conditions detailed in this Agreement for the project at 3525 7th Avenue SW; and

WHEREAS, the City and The Family Support Center desire to enter into this Agreement setting forth the terms upon which the City will grant \$50,000 to The Family Support Center for purposes of the development of the Family Shelter Unit;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. GENERAL PROVISIONS

1.1 Grant Number. The number assigned to this Grant Agreement is **21-HFC-001 Family Support Center**. This Grant Number shall appear on all invoices, addendums, modifications or correspondence relating to this Agreement.

1.2 Grant Purpose. The general purpose of this Grant Agreement between the Parties is to provide funding to FSC for the development and construction of the Shelter Unit containing a 24/7 enhanced homeless shelter with up to ten (10) beds for families, subject to COVID protocols. The total Grant funding from the City of Olympia Home Fund to Family Support Center is \$50,000 for funding for the Family Support Center shelter located at 3525 7th Avenue SW, Olympia, WA. Funding is provided pursuant to RCW 82.14.530.

1.3 Exhibits. The Exhibits attached to this Grant Agreement are listed below and are hereby incorporated into and made a part of this Grant Agreement:

- *EXHIBIT A Scope of Work & Budget*
- *EXHIBIT B Sketch of Housing Units*
- *EXHIBIT C Statement of Compliance with Nondiscrimination & Equal Benefits Declaration*
- *EXHIBIT D Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*
- *EXHIBIT E Certification Regarding Lobbying*

II. TERMS AND CONDITIONS

2.1 Definitions. As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- a. "Authorized Representative" shall mean either the City Manager or the City Manager's designee, the Grantee's Executive Director and/or the designee authorized in writing to act on behalf of the Grantee's Executive Director.
- b. "City" shall mean the City of Olympia, a Washington municipal corporation.
- c. "Contract Manager" shall mean the representative for each Party who is responsible for and is a Party's contact person for all communications, notices and invoices/billings regarding the performance of this Grant Agreement.
- d. "Grant" or "Agreement" or "Grant Agreement" means the entire written agreement between the City of Olympia and the Grantee, The Family Support Center, including any Exhibits, documents, or materials incorporated by reference as part of this Grant Agreement.
- e. "Grantee" shall mean the entity set forth in this Grant Agreement and who shall produce a ten (10) bed shelter under the terms and conditions of this Grant. If more than one "Grantee" is a recipient under this Grant Agreement, use of the term "Grantee" shall apply to the singular and plural.
- f. "Housing Unit" shall mean the Unit containing 10 family housing units.
- g. "The Family Support Center" or "Family Support Center" or "FSC" shall mean a Grantee and recipient under this Grant Agreement.
- h. "Party" or "Parties" shall mean either the Grantor, City of Olympia, and the Grantee, Family Support Center, or collectively.
- i. "Personal or Confidential Information" as used in this Grant Agreement shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers that is protected by federal or state laws.
- j. "Project" shall mean the remodel at 3525 7th Avenue SW, Olympia, WA.
- k. "Property" shall mean the real property located at 3525 7th Avenue SW, Olympia, WA.
- l. "State" shall mean the state of Washington.

m. "Subgrantee/Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "Subgrantee/Subcontractor" refers to any tier.

n. "Vendor" is an entity that agrees to provide the amount and kind of services requested by the City; provides services under the Grant only to those beneficiaries individually determined to be eligible by the City and provides services on a fee-for-service or per-unit basis.

2.2 Grant Procedures Meeting. Grantee, through their designated accounting personnel, shall meet with the City's Finance Director or designees following execution of this Grant Agreement. This meeting shall be known as the "Grant in-take meeting." This meeting or follow-up meetings shall be for the purpose of establishing procedures for submittal of invoices and requests for reimbursements under this Grant. The City's Finance Director or designees shall outline **required** billing/invoicing format, procedures and required documentation at the Grant in-take meeting between Grantee and the City. **Attendance at this "Grant in-take meeting" or follow-up meetings is mandatory and shall be held prior to any invoices being processed for reimbursement or payment under this Grant Agreement.** Requests for reimbursement of invoices under this Grant shall be submitted in the format determined by the City. The City will provide Grantee with the "City of Olympia Home Fund Finance Grant Guide" or an internet link to the guide, which shall include form templates for Grantee's reimbursement requests with instructions on preparing same, together with other required forms, including but not limited to a Progress Report for work performed under this Grant Agreement, and information as to what constitutes acceptable documentation to the City that will support reimbursement of Grantee's invoices. Grantee shall provide the City with information as to its fiscal accounting year and the identity and contact information of the Grantee's independent auditor.

2.3 Grant Management and Contract Managers. A representative for each of the Parties shall be responsible for and shall be the contact person for all communications, notices and billings regarding the performance of this Grant Agreement after it is executed by all Parties. Any notices or invoices may be delivered personally to the addressee of the notice, sent by email, or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice or invoice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

The Grant Agreement contract managers for the Parties shall be:

GRANTOR: CITY OF OLYMPIA

Cary Retlin, Home Fund Manager
City of Olympia
601 4th Avenue East
P.O. Box 1967
Olympia, WA 98507
(360) 570-3956
cretlin@ci.olympia.wa.us

GRANTEE: FAMILY SUPPORT CENTER

Trish Gregory, Executive Director
Office: (360) 754-9297 x 206
Cell: (360) 628-7344
TrishG@fscss.org

With copies to:

Connie Cobb
City of Olympia
601 4th Avenue East
P.O. Box 1967
Olympia, WA 98507
(360) 753-8451
ccobb@ci.olympia.wa.us

2.4 Compensation. The City shall pay an amount not to exceed \$50,000 for the performance of all things necessary for or incidental to the performance of work by Family Support Center as set forth in EXHIBIT A - Scope of Work. The Grantee agrees to comply with the financial and administrative requirements set forth in statutes, ordinances and professionally recognized accounting rules.

2.5 Billing Procedures and Payment. The Grantee shall submit all requests for reimbursement by invoice to Cary Retlin at cretlin@ci.olympia.wa.us, Home Fund Manager, City of Olympia, 601 4th Ave E., P.O. Box 1967, Olympia, WA 98507 with a copy to Connie Cobb, ccobb@ci.olympia.wa.us. The City will pay Grantee upon acceptance of the services provided and receipt of properly completed invoices. Payment shall be considered timely if made by the City within forty-five (45) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the respective Grantee. The City may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant. **No payments in advance shall be made by the City in anticipation of services or supplies to be provided under this Grant.** If Grantee's invoices are not submitted to the City within six (6) months of project completion, reimbursement of invoices incurred for work under this Grant may be disallowed by the City in its sole discretion.

2.6 Non-Supplanting Certification/Duplication of Billed Costs. The Grantee shall not bill the City for services performed under this Grant, and the City shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service or expenditure. No Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services or funding. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, or recapture of monies provided under this Grant.

2.7 Grant Reporting. Grantee will submit reports to the City in the form and format and at intervals specified by the City, for any work under this Grant performed by Grantee, a Subgrantee(s) or Subcontractor(s) and the portion of Grant funds expended for work performed by it, a Subgrantee(s) or Subcontractor(s), including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business Subcontractor(s) or Subgrantee(s). "Subcontractor(s)" shall mean Subcontractor(s) of any tier.

2.8 Nondiscrimination. During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, including but not limited to the Americans with Disabilities Act (ADA), which provides comprehensive civil rights protection to

individuals with disabilities in the areas of employment, public accommodations, government services and telecommunications.

In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the City. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in this Grant Agreement.

2.9 Equal Opportunity Employer. In all services, programs or activities, and all Grantee hiring and employment made possible by or resulting from this Grant Agreement, there shall be no unlawful discrimination by Grantee or by Grantee'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. Grantee 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 Grant Agreement by the City and, in the case of the Grantee's breach, may result in ineligibility for further City grants.

In the event of Grantee's noncompliance or refusal to comply with the above nondiscrimination plan, this Grant Agreement may be rescinded, canceled, or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with the City. The Grantee shall, however, be given a reasonable time in which to correct this noncompliance.

To assist the City in determining compliance with the foregoing nondiscrimination requirements, Grantee must complete and return to the City the *Statement of Compliance with Nondiscrimination* and the *Equal Benefits Compliance Declaration* attached as EXHIBIT C.

2.10 Grant Modification. Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, the City may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant, provided that no such modifications shall be valid unless made in writing and signed by the Parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding. In addition, notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, the City may analyze Grant expenditures as a proportion of the Grant budget. If the City determines, in its sole discretion, that the Grant funding is underutilized, the City, in its sole discretion, may unilaterally modify the grant to reduce

the balance of the Grant budget. Funds de-obligated by the City as a result of a budget reduction may be made available to other Grantees for the provision of eligible Grant program activities.

2.11 Amendments. This Grant Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

2.12 Assignment or Subgranting. Neither this Grant Agreement, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of the City.

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of the City. If the City approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, the City may, in writing: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant. Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant Agreement. The Grantee is responsible to the City if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to the City for any breach in the performance of the Grantee's duties. Every subgrant shall include a term that the City is not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

2.13 Indemnification. To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the City, its agents and employees, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any Subgrantee/Subcontractor or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless the City for any claim arising out of or incident to Grantee's or any Subgrantee's/Subcontractor's performance or failure to perform the Grant.

Grantee's obligation to indemnify, defend, and hold harmless the City shall not be eliminated or reduced by any actual or alleged concurrent negligence of the City or its agents, employees and officials. The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City, its officers, agents or employees. This provision of the Grant is and has been voluntarily negotiated between the Parties.

2.14 Insurance. The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the City should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/Subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the City of Olympia, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give the City thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to the City within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section. The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

- a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/Subcontractor provide adequate insurance coverage for the activities arising out of their Grant related activities.
- b. Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- c. Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed by or under Grant to the Grantee.

2.15 Records Maintenance/Examination. The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to recognized professional accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. The Grantee shall retain such records for a period of seven (7) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the City and its authorized personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Grantee shall disclose to the City the specific location of all records kept by the Grantee for services performed under this Grant Agreement.

2.16 Audit. The Parties agree that all funding and the expenses reimbursed pursuant to invoices paid pursuant to this Grant Agreement is subject to audit by the State Auditor, the City and/or the Grantee's independent audit services. The Parties further agree as follows:

a. General Requirements. If requested by the City, Grantee shall procure independent audit services based on the following guidelines:

(i) The Grantee shall maintain its records and accounts so as to facilitate audits and shall ensure that Subgrantee(s)/Subcontractor(s) also maintain auditable records.

(ii) The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantee(s)/Subcontractor(s).

b. Right to Recapture Disallowed Costs. The City reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

c. Audit Report. Responses to any unresolved financial findings and disallowed or questioned costs shall be included with any audit report. The Grantee must respond to the City's requests for information or a corrective action plan concerning audit issues within thirty (30) days of the date of the City's request.

d. Documentation Requirements. The Grantee must send a copy of any required audit report no later than three (3) months after the end of the Grantee's fiscal year by sending a scanned copy of the Audit Report to Nanci Lien, Finance Director, nlien@ci.olympia.wa.us or a hard copy to:

City of Olympia
ATTN: Nanci Lien, Finance Director – GRANT AUDIT COMPLIANCE
601 4th Avenue East
P.O. Box 1967
Olympia, WA 98507

2.17 Recapture. In the event that the Grantee fails to perform this Grant in accordance with state or federal laws, municipal ordinances and codes, and/or the provisions of this Grant, the City reserves the right to recapture funds in an amount to compensate the City for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by the City. In the alternative, the City may recapture such funds from payments due under this Grant.

2.18 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions. Grantee, defined as the primary participant and its principals, certifies by signing this Grant Agreement that to the best of its knowledge and belief the Grantee (EXHIBIT D):

A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.

B. Has not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction,

violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

C. Is 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 federal Executive Order 12549.

D. Has not within a three-year period preceding the signing of this Grant Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

The Grantee shall keep on file a copy of documentation to support Grantee's check for debarment, suspension, proposed debarment, declaration of ineligibility or voluntary exclusion in all solicitations for lower tier covered transactions. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant Agreement as an addendum, explaining the circumstances why it cannot so certify. The Grantee agrees by signing this Grant Agreement that it shall not knowingly enter into any lower tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City in writing.

2.19 Confidentiality/Safeguarding of Information. "Confidential or Personal Information" as used in this section includes:

A. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal or Confidential Information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential or Personal Information. The Grantee shall use Confidential or Personal Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential or Personal Information to any third party except with the prior written consent of the City or as may be required by law.

C. The Grantee shall take all necessary steps to assure that Confidential or Personal Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential or Personal Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide the City with its policies and procedures on confidentiality. The City may require changes to such policies and procedures as they apply to this Grant whenever the City reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by the City. Upon request, the Grantee shall immediately take steps to protect any Confidential or Personal Information that the City reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

D. The Grantee shall notify the City within three (3) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.20 Data Breach. If a Grantee collects data whose security is regulated by federal, state or local law, it is expected that the Grantee will adhere to all relevant laws, rules, and regulations. Grantees are required to train every staff member who may have access to information created or collected under this Grant in proper data security and awareness and the elements of the plan mentioned above. If the Grantee is made aware of a potential or actual breach of the security of any information created or collected as a result of this funding, the Grantee is to notify the City within forty-eight (48) hours of the suspected or actual breach. The Grantee is responsible for compliance with the appropriate laws, rules, and regulations regarding the reporting of a suspected or actual security breach to the proper agencies and participants.

2.21 Restrictions and Certifications Regarding Non-Disclosure Agreements And Related Matters. No Grantee or Subgrantee under this Grant, or entity that receives a procurement contract or subcontract with any funds under this Grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of any federal or state department or agency authorized to receive such information. In accepting this award, the Grantee:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict), employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the City, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the City.
- If the Grantee does or is authorized under this Grant to make Subgrantee, procurement contracts, or both:
 - a. It represents that:
 1. it has determined that no other entity that the Grantee's application proposes may or will receive Grant funds (whether through a Subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this Grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the City making this Grant, and will resume (or permit resumption of) such obligation only if expressly authorized to do so by the City.

2.22 Disputes. Except as otherwise provided in this Grant Agreement, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute hearing with Keith Stahley, Assistant City Manager, of the City of Olympia, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the Parties;
- D. state the Grantee's name, address, and Grant number; and
- E. be mailed to the Contract Manager and the other Party's Contract Manager within three (3) working days after the Parties agree that they cannot resolve the dispute.

The responding Party or Parties shall send a written answer to the written request for a dispute hearing to each Party's Contract Manager as designated in this Grant Agreement within five (5) working days. Keith Stahley, Assistant City Manager, or their designee, shall review the written statements and reply in writing to all Parties within ten (10) working days or may extend this time period if necessary, by notifying the Parties in writing that additional time is necessary to review the Parties written statements. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Grant shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution (ADR) method such as binding arbitration, in addition to the dispute hearing procedure outlined above.

2.23 Termination. In the event the City determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, the City has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, the City shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of requests

for proposals, mailing, advertising and staff time. The City reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by the City to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of its control, fault, or negligence as determined by the City.

Upon termination of this Grant for cause, the City in addition to any other rights provided in this Grant Agreement, may require the Grantee to repay all funds disbursed under this Agreement or may seek specific performance.

After receipt of a notice of termination, and except as otherwise directed by the City's Authorized Representative, the Grantee shall take such action as may be necessary, or as the City's Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the City has or may acquire an interest.

The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

2.24 Conflict of Interest. The City may, in its sole discretion by written notice to the Grantee, terminate this Grant if it is found after due notice and examination by the City that there is a violation of the Ethics in Public Service Act, Chapters 42.23 RCW and 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant. Specific restrictions apply to granting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington. If it is determined by the City that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a grant.

In the event this Grant is terminated as provided above, the City shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the City makes any determination under this section shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

2.25 Authority. Only the Authorized Representative or the Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by all the Authorized Representatives of the Parties to this Grant Agreement. Each individual executing this Agreement on behalf of the City and Grantee represents and warrants that such individuals are duly authorized to execute and deliver this Grant Agreement on behalf of the Grantee or the City.

2.26 Independent Capacity of the Grantee. The Parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the City. The Grantee will not hold itself out as or claim to be

an officer or employee of the City, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee of the City under law. Conduct and control of the work will be solely with the Grantee.

2.27 Political Activities. Political activity of Grantee or its employees and officers are limited by the provisions of the Fair Campaign Practices Act, Chapter 42.17A RCW. No Grant funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office, or as otherwise prohibited by law or the rules and regulations of the State's Public Disclosure Commission (EXHIBIT E).

2.28 Publicity. The Grantee agrees not to publish or use any advertising or publicity materials in which the City's name is mentioned, or language used from which the connection with the City's name may reasonably be inferred or implied, without the prior written consent of the City.

2.29 Governing Law and Venue. This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.30 Compliance with Laws. Grantee shall comply with and perform the services contemplated by this Grant in accordance with 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.

2.31 Licensing, Accreditation and Registration. The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant, including but not limited to maintaining a valid license with the Washington Secretary of State as a Washington Non-Profit Corporation.

2.32 Registration with Department of Revenue. If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

2.33 City Business License. Grantee and any subgrantee/subcontractor performing work under this Grant Agreement shall apply for and obtain a City business license. A City business license is a prerequisite to reimbursement of any invoices under this Grant Agreement.

2.34 Taxes. All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff, including but not limited to all applicable sales or use taxes, shall be the sole responsibility of the Grantee.

2.35 Right of Inspection. The Grantee shall provide right of access to its facilities to the City, or any of its officers or employees, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

2.36 Savings. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, the City may terminate the Grant under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

2.37 Severability. The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

2.38 Survival. The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

2.39 Waiver. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of the City.

2.40 Attorneys' Fees. In the event either of the Parties defaults on the performance of any term of this Grant Agreement or either Party places the enforcement of this Grant 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.

2.41 Captions. The respective captions of the paragraphs or sections of this Grant Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Grant Agreement.

2.42 Assurances. The Grantee affirms that it has the requisite training, skill and experience necessary to meet the terms of this Grant and is appropriately accredited and licensed by all applicable agencies and governmental entities.

2.43 Counterparts. This Grant Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

2.44 Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Grant Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

2.45 Electronic, Digital or Scanned Signatures. This Grant Agreement may be executed by electronic, digital or scanned signature by any Party's Authorized Representative. Such electronic, digital or scanned signature shall be recognized and accepted by all Parties as if such signature were actually signed on the Grant Agreement by the Party's Authorized Representative.

2.46 Ratification. Once the Grant is approved by the Parties, any work performed prior to the effective date of this Grant Agreement that falls within the Scope of Work, EXHIBIT A, of this Agreement, and is consistent with the Grant's terms, is hereby ratified and confirmed.

2.47 Recitals Incorporated by Reference. The Recitals set forth above are hereby incorporated into this Grant Agreement as though fully set forth herein.

2.48 All Writings Contained Herein. This Grant Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto unless reduced to writing and signed by all Parties to this Grant Agreement.

2.49 Effective Date. This Grant Agreement is effective as of the date of the last signature of an Authorized Representative affixed hereto.

IN WITNESS WHEREOF, the Parties, through their respective Authorized Representatives, hereby have caused this Grant Agreement to be executed as of the dates set forth below:

GRANTEE:

FAMILY SUPPORT CENTER, a Washington non-profit corporation

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I am authorized by Family Support Center to sign this Grant Agreement as its Authorized Representative.

By: Trish Gregory
Trish Gregory, Executive Director

Date: 03/25/2021

GRANTOR:

CITY OF OLYMPIA, a Washington municipal corporation

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I am authorized by the City of Olympia to sign this Grant Agreement as its Authorized Representative.

By: _____
Steven J. Burney, City Manager

Date: _____

APPROVED AS TO FORM:


Annaliese Harksen, Deputy City Attorney

EXHIBIT A

Scope of Work

EXHIBIT A

SCOPE OF WORK

Construction of Family Shelter Beds

The Family Support Center of South Sound (“FSC”) will oversee construction and capital expenses for facility renovations to transform existing office space into a 10-bed shelter for homeless children and their families who would otherwise be unsheltered. Families will be placed at shelter through Thurston County’s Coordinated Entry system based on scoring on their vulnerability assessment.

The shelter program will be located at:
3525 7th Ave SW
Olympia, WA 98502

Description of Renovations

The new shelter will occupy a portion of the first floor of existing commercial office space at the Family Support Center’s main campus on the west side of Olympia. Existing private offices will be converted to shelter. Sprinkler heads, doors, and windows within each sleeping room will be modified to meet code requirements. A wall will be constructed to isolate the shelter space from the adjacent area utilized for commercial purposes. A shared full kitchen, laundry area, and an additional full bathroom/shower/tub will be added.

Operations

Program will operate as a continuous stay shelter and will provide intensive Housing focused services. FSC will provide housing case management services to residents which are driven by the needs of the resident, are flexible, use a strengths-based approach and are focused on obtaining and maintaining housing. Operational funding is not included in this agreement, nor is this agreement a commitment for operational support for this facility.

Safety and Compliance with applicable law

FSC will ensure construction contractor and subcontractors adhere to all Thurston County COVID-19 safety requirements relevant to this worksite. FSC’s contractor and subcontractors will apply for and adhere to all relevant City of Olympia permits and inspections required and shelter operations will not begin until occupancy is approved by City of Olympia.

Fiscal Reporting

Proof of payment to contractor or contractor’s invoicing including relevant material payroll, or other supporting documents must be included with invoice. Food and alcohol are not permitted construction-related expenses. Documentation of invoicing and payment from other project funders must be furnished upon request to ensure invoices submitted to City have not been paid by other funding sources.

BUDGET
Construction of The Family Support Center of South Sound Campus Shelter Beds

Item	Unit	Total
Construction costs related to capital expenses for facility renovations. Can include materials, labor, permits, licenses, fees insurance and other expenses relevant to construction.	1	\$50,000
		\$50,000

Invoicing

All invoices must be emailed to the City at ccobb@ci.olympia.wa.us and cretlin@ci.olympia.wa.us.

The invoice must be signed by an authorized employee who is certifying that all amounts billed are a true accounting of expenses that have been incurred and paid by the FSC and are eligible expenses as outlined in this agreement.

Attach Supporting Documentation to Invoice

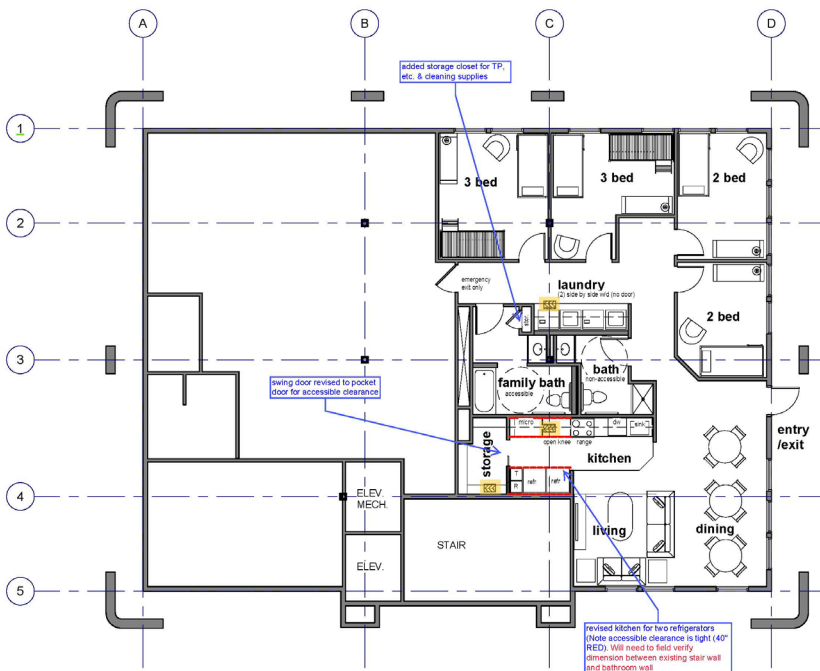
Staffing documentation should include the staff person name, title, number of hours worked under the Agreement and amount paid for the billing period.

Construction cost documentation should include copies of invoices paid or receipts of items purchased. Receipts need to show date of purchase and items purchased.

Items Not Eligible for Reimbursement

Food and alcohol are not permitted construction-related expenses.

EXHIBIT B



- PROGRAM:**
 10- BEDS IN EXISTING OFFICES
 -BUNK BEDS
 -CONFIRM OTHER FURNISHINGS (DESK, CHAIR, DRESSER, mini fridge)
 -be mindful of not too much furniture, but enough to accommodate multiple people and activities
- NEW BATHROOMS**
 - ADDED FAMILY BATHROOM WITH TUB LARGE FOR FAMILY BATHING / KIDS
 - RECONFIGURE EXISTING BATHROOM W/ SHOWER (NOT ACCESSIBLE)
 TWO BATHROOMS ONLY THIS SCHEME (SCHEDULE SHOWER TIMES SO ONE BATHROOM IS ALWAYS OPEN FOR USE)
 -added storage closet for supplies
- NEW LAUNDRY**
 LOCATED OFF HALLWAY TO MAXIMIZE SPACE
 - CONTAINS (2) SIDE BY SIDE WASHER DRYER
 - CENTER SHELVING UNIT FOR SUPPLIES
 - ACCESSIBLE APPLIANCES
 - NO DOOR
- KITCHEN**
 SINGLE WALL CONFIGURATION WITH RANGE, MICROWAVE, DW AND SINK
 -LARGE STORAGE ROOM / PANTRY
 -Provide 2 refrigerators
- COMMUNITY COMMON AREA**
 -DINING ROOM FOR A MIN. OF 10 PEOPLE
 -COUCH SEATING AREA W/ TV
 -CHILDREN PLAY **Storage cabinet**

if need field verification of existing floor register grilles!

FSCSS EMERGENCY SHELTER
 3525 7TH AVE. SW OLYMPIA, WA

JOHNSON BRAUND inc.
 15200 52nd Ave. South, Suite 300
 Seattle, WA 98188
 206-766-8300

1 **SELECTED** PLAN - 10 BED EMERGENCY SHELTER
 1/8" = 1'-0"

P5

FAMILY SUPPORT CENTER OF SOUTH SOUND **rev. 10-19-20**

EXHIBIT C

Statement of Compliance with Nondiscrimination and Equal Benefits Compliance Declaration

EXHIBIT C

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. 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.

Trish Gregory
Authorized Representative, Family Support Center
Trish Gregory, Executive Director

03/25/2021
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 C (cont.)

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 Grantee 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 Grantee as its Authorized Representative.

Trish Gregory
Authorized Representative for Family Support Center,
Grantee
Trish Gregory, Executive Director
Date: 03/25/2021

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned hereby states that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency. Further, by signing this certification, the undersigned certifies that it has not, within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

The undersigned further certifies that it is 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 federal Executive Order 12549, nor has it within a three-year period preceding the signing of this Grant Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

If the undersigned on behalf of the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant Agreement as an addendum, explaining the circumstances why it cannot so certify herein.

The undersigned agrees by signing this Certification that it shall not knowingly enter into any lower tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Grant, unless authorized by the City in writing. The undersigned further agrees by signing this Certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- A. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency.
- B. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation in writing to this Grant Agreement.

EXHIBIT D (cont.)

- C. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

Trish Gregory
Signature of Authorized Representative
of Family Support Center

Date: 03/25/2021

Trish Gregory
Print Name

Title: Executive Director

EXHIBIT E
Certification Regarding
Lobbying

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

This certification is a material representation of fact upon which reliance was placed when this Grant was authorized or executed. Submission of this certification is a prerequisite for making or entering into this Grant Agreement.

The undersigned certifies, to the best of his or her knowledge and belief, that;

A. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here TG and complete and submit "Disclosure of Lobbying Activities" in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

D. The undersigned certifies that political activity of Grantee or its employees and officers are limited by the provisions of the Fair Campaign Practices Act, Chapter 42.17A RCW. The undersigned further certifies that no Grant funds will be used for working for or against ballot measures or for or against the candidacy of any person for public office, or as otherwise prohibited by law or the rules and regulations of the Washington State Public Disclosure Commission. The undersigned further certifies that violation of this term is grounds for termination of the Grant by the City of Olympia.

Trish Gregory
Signature of Authorized Representative
of Family Support Center

Date: 03/25/2021

Trish Gregory
Print Name

Title: Executive Director