

GRANT AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION OF A HOMELESS SHELTER AND DAY SERVICES CENTER LOCATED AT 3444 MARTIN WAY EAST, OLYMPIA, WASHINGTON, BETWEEN THE CITY OF OLYMPIA, A WASHINGTON MUNICIPAL CORPORATION, AND INTERFAITH WORKS, A WASHINGTON PUBLIC BENEFIT CORPORATION

THIS GRANT 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 INTERFAITH WORKS, a Washington public benefit corporation (hereinafter "Interfaith" or "IW"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Olympia City Council passed Ordinance No. 7146 on July 17, 2018, finding, and declaring a public health emergency relating to human health and environmental conditions caused by increasing homelessness in the City of Olympia; and

WHEREAS, on December 18, 2018, the Olympia City Council passed Ordinance No. 7179, finding that the public health emergency caused by homelessness in the City of Olympia was continuing; and

WHEREAS, on May 7, 2019, the Olympia City Council passed Ordinance No. 7192, finding the public health emergency due to homelessness in the City of Olympia was continuing; and

WHEREAS, on November 12, 2019, the Olympia City Council passed Ordinance No. 7207, finding the public health emergency relating to homelessness in the City of Olympia was increasing and continuing; and

WHEREAS, the Olympia City Council, following a public hearing on May 5, 2020, passed Ordinance No. 7243, again finding the public health emergency relating to homelessness was increasing and continuing in the City of Olympia and was further compounded and exacerbated by the special dangers posed by the COVID-19 pandemic; and

WHEREAS, on November 2, 2020, the Olympia City Council, following a public hearing, passed Ordinance No. 7256 finding the public health emergency relating to homelessness was continuing in the City of Olympia and was compounded and exacerbated by the COVID-19 pandemic; and

WHEREAS, in 2019 the Thurston County Board of County Commissioners also declared a formal state of emergency with regard to homelessness in the county, recognizing that unsheltered homelessness and affordable housing were significant issues for Thurston County before the COVID-19 pandemic, which has been exacerbated by COVID-19; and

WHEREAS, overnight shelters are presently reduced to half capacity to accommodate social distancing guidelines due to the pandemic. Many people experiencing homelessness are living with permanent

disabilities and chronic illness, and are at high risk for both transmission of and complications from COVID-19. As a result of COVID-19, Interfaith Works' year round shelter is full and has to turn many people away, thus requiring action to provide more space to meet a number of the Olympia community's emergent needs; and

WHEREAS, Interfaith Works has acquired real property located at 3444 Martin Way East in the City of Olympia, consisting of a site that is approximately .5 acres with an existing 4,576 square foot building and gravel parking lot with ten (10) parking spaces. This property is accessed off of Martin Way East to the south and abuts the Mary Elder Road right-of-way to the north; and

WHEREAS, the plan for the site at 3444 Martin Way East in Olympia is to demolish the existing building and for Interfaith Works to construct parking and an enclosed outdoor space and an approximately 6,000 square foot building for the use and purpose of housing homeless persons. All shelter operations are proposed to be inside the building to be constructed upon the property and within the site, and shall be obscured within a fenced area (see, EXHIBIT A attached hereto); and

WHEREAS, after demolition of the existing building, Interfaith Works intends to construct a new building to operate a 24/7 shelter for thirty-eight (38) people, more or less, through 2021. Thereafter, the building shall be converted to a daytime service center upon the completion of the shelter and permanent supportive housing presently under construction at 2828 Martin Way East; and

WHEREAS, the shelter facility, as well as the exterior property at 3444 Martin Way East and its perimeter will be monitored and maintained by Interfaith Works' staff, which will respond as necessary to any problem or disruption; and

WHEREAS, the shelter facility proposed by Interfaith Works shall house men, women, couples, and gender non-conforming individuals, with sleeping rooms broken into four different sleeping rooms. Persons over fifty (50) years of age and those with pre-existing conditions shall be prioritized for shelter placement; and

WHEREAS, the proposal by Interfaith Works, as outlined in EXHIBIT A attached hereto, will require construction of a modular building. Included within the proposal is a prefabricated hygiene structure with toilets, showers, and washers/dryers. The hygiene structure will connect to the proposed building and necessary utilities. It will be ADA accessible and have HVAC, accessible flooring, fire suppression, four (4) sleeping dorms with 9-10 beds each, a common area, and access to the hygiene facilities from inside the structure so guests will not need to go outside. Additionally, a half bathroom for staff and three compartment sinks will be plumbed into the structure itself. Interfaith Works intends to fence the perimeter of the property at 3444 Martin Way East to provide privacy and attractive detailing for neighbors; and

WHEREAS, it is anticipated Interfaith Works will encounter extensive costs to update sewer connection, frontage improvements, and pedestrian accessibility to the site at 3444 Martin Way East; and

WHEREAS, Interfaith Works will prioritize highly vulnerable adult individuals and their pets, as well as couples without dependent children. The majority of Interfaith Works' guests may be over sixty (60)

years old and meet the federal definition of “chronically homeless” and are living with complex challenges related to their physical and mental health; and

WHEREAS, Interfaith Works has trained, experienced staff and volunteers for whom safety is a top priority and who will be responsible for appropriately assessing a person’s risk during intake for shelter services, providing beds for the most vulnerable members of the homeless community in the City of Olympia and Thurston County; and

WHEREAS, Interfaith Works shall take referrals from all local service providers, and shall work regularly with the Coordinated Entry system and utilize county-wide standard vulnerability index tool as well as the eligibility criteria of “high risk COVID-19” to prioritize the limited number of beds available, and to do so in a way that will serve all genders; and

WHEREAS, Interfaith Works shall follow all City of Olympia building occupancy limits, fire codes, building and zoning codes and other safety and comfort considerations for the development and construction of the property at 3444 Martin Way East for a shelter and daytime service center with professional, trained staff on site at all times during the day and a minimum of two staff members overnight, with volunteers assisting in providing meals; and

WHEREAS, supportive services shall be provided by Interfaith Works, including but not limited to Targeted Peer Support based on case management through Interfaith’s Navigation Team Program; coordination of clinical support services including visiting clinical mental health workers; coordination of transportation to primary and specialty care appointments; providing meals from volunteers or food organizations; access to linens, towels, blankets, clothing, hygiene supplies, basic over-the-counter first aid and medicine supplies; coordination of guests personal laundry; and daily one-site shower coordination; and

WHEREAS, the Olympia City Council intends to provide grant funding to Interfaith Works for the development and construction of a 24/7 shelter and day services facility at 3444 Martin Way East by Interfaith Works, upon the terms and conditions in the Grant Agreement as set forth below, so Interfaith Works may provide essential services to the City of Olympia’s and Thurston County’s homeless community who are at risk due to the COVID-19 pandemic;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. GENERAL PROVISIONS

1.1 Grant Number. The number assigned to this Grant Agreement is **21-HFC-003 Interfaith Works Second Shelter**. 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 develop and construct an Interfaith Works 24/7 homeless shelter and day services center with up to thirty-eight (38) beds, more or less, and support facilities subject to COVID protocols. The total Grant funding from the

City of Olympia to Interfaith Works is \$250,000.00 for funding of the Interfaith Works shelter located at 3444 Martin Way East, Olympia, WA.

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 Letter to City of Olympia dated January 20, 2021
- EXHIBIT B Statement of Compliance with Nondiscrimination
- EXHIBIT C Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- EXHIBIT D Certification Regarding Lobbying
- EXHIBIT E Equal Benefits Compliance Declaration

II. SPECIAL 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. "County" shall mean Thurston County, a political subdivision of the state of Washington.
- e. "Grant" or "Agreement" or "Grant Agreement" means the entire written agreement between the City of Olympia and the Grantee, Interfaith Works, including any Exhibits, documents, or materials incorporated by reference as part of this Grant Agreement.
- f. "Grantee" shall mean the entity set forth in this Grant Agreement and who shall produce a thirty-eight (38) bed, more or less, shelter and day services facility under the terms and conditions of this Grant and shall include all employees and agents of the Grantee. If more than one "Grantee" is a recipient under this Grant Agreement, use of the term "Grantee" shall apply to the singular and plural.
- g. "Interfaith Works" or "Interfaith" or "IW" shall mean the Grantee and recipient under this Grant Agreement.
- h. "Party" or "Parties" shall mean either the Grantor, City of Olympia, and the Grantee, Interfaith Works, 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. "State" shall mean the state of Washington.

k. "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.

l. "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 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 Eligibility Dates for Grant Reimbursements. After this Grant Agreement has been executed by all Parties, invoices submitted for work under this Grant are eligible for reimbursement. However, all invoices must be submitted by Interfaith Works within six (6) months following issuance of the City's final certificate of occupancy. If Grantee's invoices are not submitted to the City within the above referenced time periods, reimbursement of invoices incurred for work under this Grant may be disallowed by the City in its sole discretion.

2.4 Billing Procedures and Payment. The Grantee shall submit all requests for reimbursement by invoice to the City. Invoices shall be submitted at least quarterly, but not more often than monthly. The invoice shall be submitted to Connie Cobb, Senior Program Specialist, City of Olympia, 601 4th Ave E., P.O. Box 1967, Olympia, WA 98507. The City will pay each 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.**

2.5 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.

2.6 Disallowed Costs. The Grantee is responsible for reimbursement to the City of any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

III. ADDITIONAL TERMS AND CONDITIONS

3.1 Compensation. The City shall pay an amount not to exceed \$250,000.00 for the performance of all things necessary for or incidental to the performance of work by Interfaith Works as set forth in EXHIBIT A. The Grantee agrees to comply with the financial and administrative requirements set forth in statutes, ordinances, and professionally recognized accounting rules.

3.2 Retention, Security, Staff Training, And Data Breaches. The City requires that all information created or collected as a result of this Grant funding be retained, either physically, electronically, or digitally, for not less than seven (7) years. It is expected that Grantee will allow for the cost of the creation of records maintenance plans and systems. 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.

3.3 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 (see, EXHIBIT B).

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.

3.4 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 B.

3.5 Examination of Records. The Grantee authorizes the City and/or its designee and its representatives, access to and the right to examine all Grantee's records, books, paper, or documents related to this Grant within seventy-two (72) hours of the City's request.

3.6 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 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: INTERFAITH WORKS

Meg Martin
Executive Director
Interfaith Works
110 – 11th Avenue SE
P.O. Box 1221
Olympia WA 98507
(360) 357-7224
meg@iwshelter.org

3.7 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. All other modifications shall not 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.

3.8 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.

3.9 Non-Supplanting Certification. 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 recoupment of monies provided under this Grant.

3.10 Reporting. Grantee will submit reports to the City in the form and format as specified in Paragraph 2.2 above, and at intervals specified by the City, for any work under this Grant performed by a Subgrantee(s) or Subcontractor(s) and the portion of Grant funds expended for work performed by 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.

3.11 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.

3.12 Order of Precedence. In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable local, federal, and state of Washington statutes, ordinances, and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Additional Terms and Conditions
- EXHIBIT A Letter to City of Olympia dated January 20, 2021
- EXHIBIT B Statement of Compliance with Nondiscrimination
- EXHIBIT C Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- EXHIBIT D Certification Regarding Lobbying
- EXHIBIT E Equal Benefits Compliance Declaration

3.13 Advance Payments Prohibited. As stated in Paragraph 2.4 of this Grant Agreement, no payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by the City of Olympia.

3.14 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.

3.15 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.

3.16 Assignment. 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.

3.17 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. 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).

(iii) The Grantee shall perform an independent audit each fiscal year. An audit report shall be submitted to the City within six (6) months after end of the Grantee's fiscal year.

b. Right to Recover 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 the audit report. The Grantee must respond to the City's requests for information or corrective action 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 nine (9) months after the end of the Grantee's fiscal year by sending a scanned copy of the Audit Report to Jana Brown, Accounting Manager, jbrown2@ci.olympia.wa.us or a hard copy to:

City of Olympia
ATTN: Jana Brown, Accounting Manager – GRANT AUDIT COMPLIANCE
601 4th Avenue East
P.O. Box 1967
Olympia, WA 98507

In addition to sending a copy of the audit report when applicable, the Grantee must also send to the City any corrective action plan for audit findings within three (3) months of the audit report being received by the City.

3.18 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 H):

- 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. The Grantee further agrees by signing this Grant Agreement 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.

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.

3.19 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.

3.20 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.

3.21 Copyright Provisions. Unless otherwise provided, all materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the City. The City shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all materials, including all intellectual property rights, and rights of publicity to the City effective from the moment of creation of such materials. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to the City a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights and rights of publicity, necessary to grant such a license to the City. The Grantee shall exert all reasonable effort to advise the City, at the time of delivery of materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide the City with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any materials delivered under this Grant. The City shall have the right to modify or remove any restrictive markings placed upon the materials by the Grantee.

3.22 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 set forth in Paragraph 3.6 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 set forth in Paragraph 3.6 within five (5) working days. Keith Stahley, Assistant City Manager, 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.

3.23 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.

3.24 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.

3.25 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.

3.26 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.

3.27 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 public benefit corporation.

3.28 Limitation of 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.

3.29 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 D).

3.30 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.

3.31 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.

3.32 Records Maintenance. 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.

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

3.34 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.

3.35 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.

3.36 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.

3.37 Subgranting. 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.

3.38 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.

3.39 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.

3.40 Termination – Disruption in Funding. Subject to the availability of amounts appropriated for this specific purpose, the City will collect funds from available federal and state programs. In the event there is a disruption in the funding made available to the City for this program, the City reserves the right to terminate this Grant Agreement under Paragraph 3.42 (Termination for Convenience) as set forth herein.

3.41 Termination for Cause. 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.

The rights and remedies of the City provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

3.42 Termination for Convenience. Except as otherwise provided in this Grant, the City may, by seven (7) days' written notice, terminate this Grant, in whole or in part. If this Grant is so terminated, the City shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

3.43 Termination Procedures. Upon termination of this Grant, the City in addition to any other rights provided in this Grant, may require the Grantee to deliver to the City any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The City shall pay the Grantee's invoices for completed work and services accepted by the City, and the amount agreed upon by the Grantee and the City for (i) partially completed work and services, properly invoiced; and (ii) other property or services that are accepted by the City. Failure to agree shall be a dispute within the meaning of the "Disputes" clause in Paragraph 3.22 of this Grant. The City may withhold from any amounts due the Grantee such sum as the City's Authorized Representative determines to be necessary to protect the City against potential loss or liability.

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. After receipt of a notice of termination, and except as otherwise directed by the City's Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts/subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

- C. Assign to the City, in the manner, at the times, and to the extent directed by the City's Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts/subgrants so terminated, in which case the City has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontractors/subgrants;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the City's Authorized Representative to the extent the City's Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the City and deliver in the manner, at the times, and to the extent directed by the City's Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to the City;
- F. Complete performance of such part of the work as shall not have been terminated by the City's Authorized Representative; and
- G. 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.

3.44 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.

3.45 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.

3.46 Assurances. The Grantee affirms that it has the requisite training, skill and experience necessary to provide the services under this Grant and is appropriately accredited and licensed by all applicable agencies and governmental entities.

3.47 Authority. 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.

3.48 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.

3.49 Performance. Time is of the essence in performance of this Grant Agreement and each and all of its provisions in which performance is a factor. Adherence to the description project, EXHIBIT A herein, is essential to the Grantee's performance of this Agreement.

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

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

3.52 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.

3.53 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.

3.54 Ratification. Any work performed prior to the effective date of this Grant Agreement that falls within the work described in EXHIBIT A, of this Agreement, and is consistent with the Grant's terms, is hereby ratified and confirmed by the Parties, unless specifically rejected in writing by the City.

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

3.56 City Business License. Grantee and any subgrantee/subcontractor performing work under this Grant Agreement shall apply for and obtain a City business license if required by law or ordinance. A City business license is a prerequisite to reimbursement of any invoices under this Grant Agreement.

3.56 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:

[Signatures follow on next page.]

GRANTEE:

INTERFAITH WORKS, a Washington public benefit corporation

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

By: Meg Martin
Meg Martin, Executive Director

Date: 04/26/2021

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.

APPROVED AS TO FORM:

By: _____
Steven J. Burney, City Manager

By: **Mark Barber** _____
Mark Barber, City Attorney

Date: _____

EXHIBIT A

**Letter to City of Olympia dated
January 20, 2021**



January 20, 2021

To: Mark Barber
City Attorney
City of Olympia

Interfaith Works Shelter and Day Center Development Narrative
3444 Martin Way E.

Existing Conditions

Interfaith Works has recently acquired the property located at 3444 Martin Way E, Olympia, WA 98506. The site is approximately .5 acres with an existing 4,576 SF building and gravel parking lot with 10 parking spaces. The site is accessed off of Martin Way to the south and abuts the Mary Elder Road right-of-way to the north.

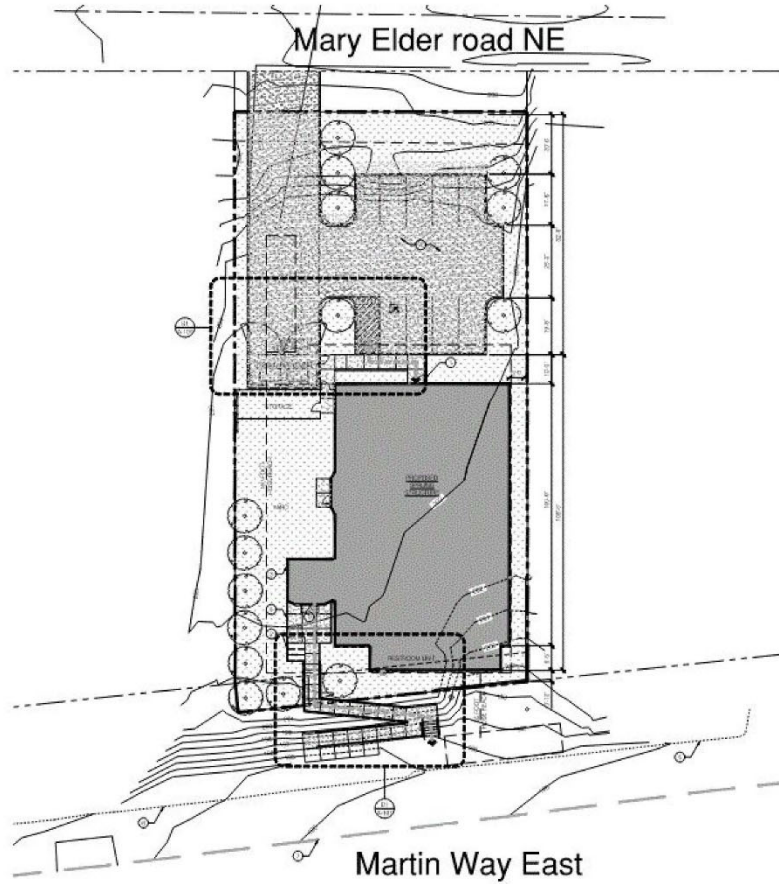
Further, homelessness was declared a formal State of Emergency through Thurston County Board of County Commissioners in 2019, and the City of Olympia in 2018. Unsheltered homelessness and affordable housing was a significant issue for Thurston County pre COVID-19, and now, thousands of our neighbors are facing housing instability due to the recession caused by COVID-19. To make matters worse, overnight shelters are reduced to half capacity to accommodate social distancing guidelines. Many people experiencing homelessness are living with permanent disabilities and chronic illness, and are at high risk for both transmission of, and complications from, COVID-19. Our year round shelter is full and has to turn many people away, and we are acting now to provide more space for the many more winter days ahead. This proposal meets a number of these emergent community needs.

Site Plan

The site plan is a half-acre vacant lot with an existing building to be demolished. The Applicant intends to construct parking, enclosed outdoor space and a 6,000SF building for the use purposes of housing homeless persons. All shelter operations are proposed to be happening inside the building or within the site obscuring the fenced area. The designated smoking area will be located within the site obscuring the fenced area. Parking and site access/ entries will be visible from the right-of-way. Parking for staff and guests will be in the parking lot on the north side of the building accessed off Mary Elder Way NE. A new trash/recycling enclosure will be adjacent to the parking on the north side of the site and if additional receptacles are needed, they will be co-located there. The interior of the building as well as exterior property and perimeter will be monitored and maintained by staff. In the event there is a disruption or mess, Interfaith Staff will respond accordingly to address the issue.



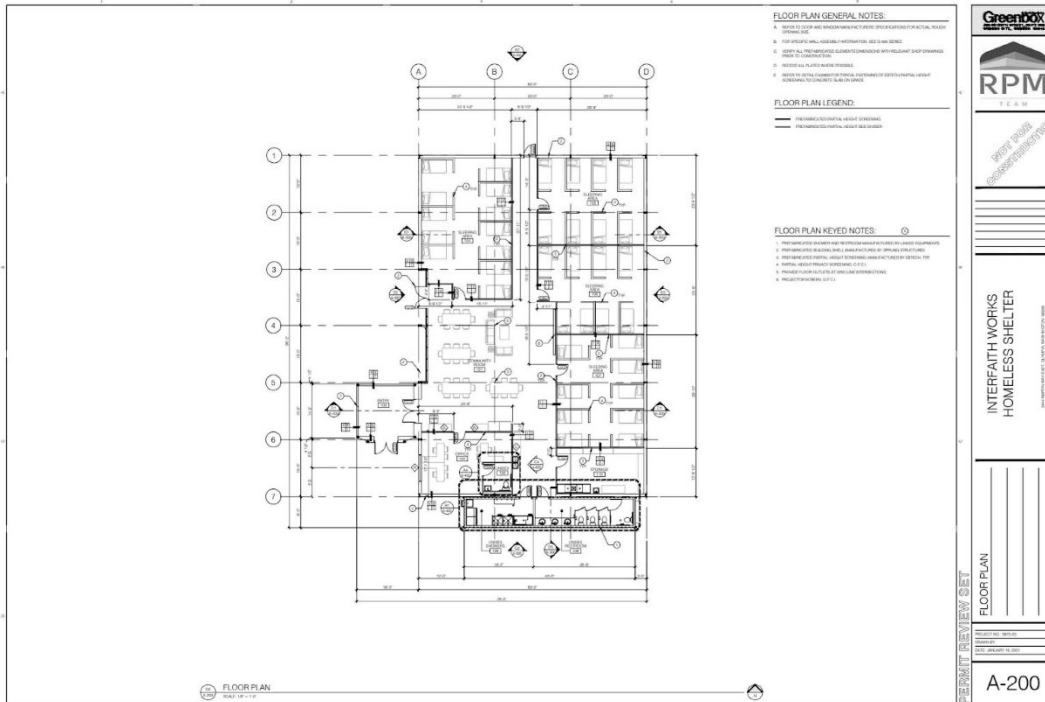
External Site Plan:



NOTE: SITE PLAN SUBJECT TO CHANGE PER SITE SURVEY
PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"
10 11



Internal Site Plan:



Proposed Use

Interfaith Works intends to demolish the existing building and construct a new building to operate a 24/7 shelter for 38 people through 2021. Thereafter, this building shall be converted to a daytime service center when the 2828 Martin Way development of shelter and permanent supportive housing is complete at the end of 2021. A long-term proposed goal for this property (2-10 years away) is construction of permanent supportive housing on this site. The future permanent supportive housing shall be addressed under a separate land use application, and on the south portion of the land.

The program is not unlike other shelters of this size. They will house men, women, couples, and gender non-conforming individuals – all are broken up into the four different sleeping rooms. Currently, folks over 50 years of age and those with pre-existing conditions are prioritized for shelter placement. The building will be staffed 24/7. Peak number of staff at a given time will be 5; this will be rare, and the number accounts for the uncommon time the manager is working in the office when the cleaner is in there as well. The minimum number



of staff at any given time is 2. No food is prepared on site. Food is provided by community donations. The food is scheduled, and the staff picks up the food from the volunteers/donors as those folks do not come into the facility. They eat around their bunks, in the community area, and outside.

In order to meet the immediate demand for sheltering homeless persons, the proposal will build a modular building of approximately 5600 SF called a Sprung Structure. This tensile structure is distinct in its quality and speed of construction as well as its shape. Included in the proposal is a prefabricated hygiene structure with toilets, showers, and washer/dryers. The hygiene structure will connect to the proposed building and necessary utilities. The Sprung Structure will be ADA accessible and have HVAC, accessible flooring, fire suppression, 4 sleeping dorms with 9-10 beds each, a common area, and access to the hygiene facilities from inside the structure so guests will not need to go outside. Additionally, a half bathroom for staff and three compartment sinks will be plumbed into the structure itself.

To the west of the structure will be a fenced designated outdoor area bordering the ravine. The outdoor area may include raised garden beds, benches, and grass. This area will be used for guests' pets as well as a smoking area. We intend to fence the perimeter with an attractive barrier and hope to have art or landscaping detail on the fencing to provide privacy and attractive detailing for the neighbors looking onto the site.

We anticipate extensive costs to update sewer connection, frontage improvements, and pedestrian accessibility to the site, so all additional support from regional partners is greatly appreciated.

Clientele Served

The IW shelter prioritizes highly vulnerable adult individuals and their pets, as well as couples without dependent children. The majority of our guests are over 60 years old, meet the federal definition of "chronically homeless" and are living with complex challenges related to their physical and mental health.

- Within our local system, homeless families with children, persons under age 24, and certain survivors of sexual and domestic violence are served by other sheltering agencies.
- We have trained, experienced staff and volunteers who consider safety a top priority and will be able to appropriately assess a person's risk during intake.
- In our 23 years of experience with shelter management for all genders, we have not found universal criminal checks to be a necessary step. Our shelter will be providing beds for the most vulnerable members of the homeless community who are not generally violent offenders.
- We reserve the right to run a criminal background check at any time on any guest staying at the shelter. In the event that we feel the need to run a check, our staff has instant access to the Washington State Patrol WATCH database, as well as



the WA State Sex offender Registry.

- In addition we work closely with local law enforcement and coordinate in the event that there is a person who poses a known risk to safety for any reason.

Determining Vulnerability

For this specific group of shelter beds we prioritize people who are at highest risk of contracting and experiencing complications of COVID-19. This includes who are close to or over 60 years old, and/or living with chronic illness that puts them at higher risk. We take referrals from all local service providers, work regularly with the Coordinated Entry system, and utilize the countywide standard vulnerability index tool as well as the eligibility criteria of "high risk COVID-19" to prioritize the limited number of beds available.

Serving all Genders

Prioritizing beds in this way means that we will serve all genders. In our experience we have found that all people in the street community regardless of gender regularly share space and utilize services in close proximity in a wide variety of public settings.

- We have developed an appropriate management and staffing plan to safely shelter all genders in the shelter space.
- The floor plan is subdivided in a way that allows separate sleeping areas and bathroom access to maintain safety and privacy of all genders.
- Our staff are trained and bring lived experience in safely supporting guests of all genders. Many of our staff identify as LGBTQIA+, and we are explicitly welcoming and accommodating of this particularly vulnerable group of people experiencing homelessness in our community.

Number of Beds

We intend to provide up to 38 beds, and follow all of the City of Olympia building occupancy limits, fire codes, zoning codes and other safety and comfort considerations.

- Beds are assigned, meaning that they are occupied by the same people night after night. There are no drop in services provided at the shelter.

Hours of Operation: 24/7.

Intake Process

After determining eligibility and a guest is offered an assigned space at the shelter, all guests are screened and go through a formal intake process by a trained staff person.

The formal intake includes:

- Tour of the facility and smoking/designated outdoor area - highlighting spaces that can be utilized and spaces that are off limit.
- Review the routine expectations including lights out and up times, as well as



curfew and communication expectations.

- Review and sign the Space Use Agreement.
- Review all required COVID-19 guest protocols.
- Review "Guest Facesheet" document with guests about specific needs and comfort measures they can identify as well as emergency contact information.
- Gather basic demographic information as required by our funders.
- Assessment by staff for any behavioral or health conditions that may require emergency intervention, or crisis prevention.
- Sex offender check through the Thurston County Sheriff's Office.
- Read and sign Homeless Management Information System (HMIS) consent form and all required intake paperwork.
- Review all relevant policies that apply to specific guest needs (pet policy, storage of personal items, weapons expectations, etc.).

Staff and Volunteer Structure

We will have a minimum of 3 professional, trained staff on site at all times during the day, and a minimum of 2 overnight. Shelter staff are supported by an on-site Manager either on-site, or on-call 24/7. Volunteers provide us with meals, (volunteer information found here) but do not currently come inside due to COVID-19 restrictions.

Staff shifts are as follows:

- 7am-3:30pm -- 3 staff, daily
- 10am-4pm -- 1 staff cleaning shift, daily
- 3pm-11:30pm -- 3 staff, daily
- 11am-7:30am -- 2 staff, overnight shift
- On site Managerial presence -- Approx. 9am-4pm daily
- On call Managerial presence -- 24/7

These staff to guest ratios average from 1:9 and 1:19 staff, the highest ratios we have had at any of our sites since the shelter opened in 2014.

Staff are trained in the following:

- Trauma Informed Care
- Harm Reduction
- Professional Boundaries and Self Preservation
- Supporting Transgender/Gender Non-Conforming Guests and Staff
- Mental Health Crisis Intervention
- CPR and Blood Borne Pathogens
- Trauma Informed De-escalation



- Active Shooter Response
- Naloxone Administration, Overdose Prevention Policy and Procedure
- Working with people with significant mental illness
- Substance Use 101
- Working with people with significant substance use disorders

Supportive Services Provided

- Targeted Peer Support based case management through our Navigation Team Program.
- Coordination of clinical support services including visiting clinical mental health workers (Behavioral Health Resources PACT Team, Providence Behavioral Health Clinical Case Management Team, etc.)
- Coordination of transportation to primary and specialty care appointments.
- Provide Two meals per day brought in from volunteers or food organizations (no on site cooking).
- Provide access to linens, towels, blankets, clothing, hygiene supplies, basic over the counter first aid and medicine supplies.
- Coordination of guests personal laundry.
- On site, daily shower coordination.

Smoking Policy

There will be a designated, fenced in outdoor/smoking area. Smoking is very prevalent among our guests and staff team, and is an incredibly useful de-escalation and self soothing tool for our guests living with complex mental health challenges. The designated smoking area will be monitored by staff and regularly cleaned to ensure that litter is managed throughout each day.

Food and Meal Policy

- Lunch and Dinner will be provided each day to encourage the “stay home, stay safe” COVID-19 mandate.
- Meals are prepared by volunteers, church and office groups, families with young children, and through partnership with Catholic Community Services Community Kitchen Program, and Bowl of Hope meal program.
- All food brought into the shelter will be confined to and stored in one room to mitigate the risk of rodents and pests. Shelter guests and staff will be expected to keep food only in the designated area.
- Shelter guests and staff will be expected to regularly clean the refrigerator and food storage area.
- There will be no cooking or hot plates used.

EXHIBIT B

Statement of Compliance with Nondiscrimination

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.

Authorized Representative, Interfaith Works

Date

Print Name of Person Signing

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

(Sole Proprietor Signature)

(Date)

EXHIBIT C

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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.
- 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.

Signature of Authorized Representative of
Interfaith Works

Date

Print Name

Title

EXHIBIT D
Certification Regarding
Lobbying

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 _____ 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.

Signature of Authorized Representative of
Interfaith Works

Date

Print Name

Title

EXHIBIT E
Equal Benefits Compliance
Declaration

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.

Authorized Representative for Interfaith Works,
Grantee

Print Name

Title: _____

Date: _____