

**CITY OF OLYMPIA
2021 HOME FUND GRANT AGREEMENT
NO. 21-HFC-004**

GRANT AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION OF LOW-INCOME HOUSING UNITS AND SHELTER LOCATED AT 620 FIELDSTONE DRIVE SW, OLYMPIA, WASHINGTON 98502 (FORMERLY 3524 7TH AVE SW, OLYMPIA, WASHINGTON) BETWEEN THE CITY OF OLYMPIA, A WASHINGTON MUNICIPAL CORPORATION, AND THE FAMILY SUPPORT CENTER OF SOUTH SOUND, A WASHINGTON NONPROFIT CORPORATION

THIS GRANT AGREEMENT (“Agreement” or “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” or “Grantor”), and THE FAMILY SUPPORT CENTER OF SOUTH SOUND, a Washington nonprofit corporation organized under the laws of the State of Washington (hereinafter “FSCSS” or “Grantee”), 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, in February 2018, Olympia voters approved City of Olympia Proposition No. 1, authorizing an additional sales and use tax pursuant to RCW 82.14.530 for housing and related services 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; and

WHEREAS, on March 6, 2018, the Olympia City Council enacted Ordinance No. 7127, which 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 behavioral health treatment programs and services or housing-related services as required by RCW 82.14.530(2)(c); and

WHEREAS, in 2019, the Olympia City Council adopted and approved a Home Fund Charter for the purpose of creating the charter Home Fund Advisory Board to ensure that the expenditures of the Olympia Home Fund dollars and other resources are invested based upon the priorities and commitments made by the City to voters and that the initial Home Fund Advisory Board would consist of a broad-based group of residents, and affected partners who could advise the City Council on how best to invest limited housing and related social service dollars to meet the most urgent community needs as permitted by relevant statutes and ordinances; 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, on February 26, 2021 (in error dated 2020), FSCSS submitted an application to the City of Olympia's Home Fund Advisory Board requesting funds for the construction and development of affordable housing and shelter services upon the real property at 3524 7th Ave SW, Olympia, Washington 98502-8607, Tax Parcel #12817430100 (the "Application"); and

WHEREAS, on March 10, 2021, the Olympia Home Fund Advisory Board considered and approved the Application and submitted the Board's recommendation to the Olympia City Council for consideration; and

WHEREAS, on April 13, 2021, the Olympia City Council conditionally approved the Home Fund Advisory Board's recommendation to provide funding to FSCSS in the sum of \$400,000.00 to construct and develop affordable low-income housing at 3524 7th Ave SW, Olympia, Washington 98502-8607, Tax Parcel #12817430100, said award being conditional and not a guarantee of funds, subject to conditions as set forth in a letter to FSCSS dated April 14, 2021, and requiring the Parties to enter into a contract with certain terms and conditions; and

WHEREAS, the City and FSCSS must agree the real property located at 620 Fieldstone Drive SW, Olympia, WA 98502 pursuant to FSCSS Housing Binding Site Plan No. BSP 21-2735-OL, recorded May 18, 2022 under Recording No. 4932163, in Thurston County, Washington (formerly 3524 7th Ave SW, Olympia, Washington 98502-8607), Tax Parcel #12817430100, shall be subject to a restrictive covenant limiting its use in perpetuity for low-income affordable housing for the population groups as set forth in RCW 82.14.530, as now or hereafter amended by law; and

WHEREAS, FSCSS, a Washington nonprofit corporation, determined that the real property at 620 Fieldstone Drive SW, Olympia, Washington 98502 (formerly 3524 7th Ave SW, Olympia, Washington 98502-8607, Tax Parcel #12817430100) is suitable for providing affordable housing and housing-related services for the residents of the City of Olympia and that said property is appropriate and suitable for redevelopment to provide new construction of affordable housing and facilities providing housing-related services; and

WHEREAS, the City and FSCSS desire to enter into this Grant Agreement setting forth the terms upon which the City will grant to FSCSS Four Hundred Thousand Dollars and No Cents (\$400,000.00) for purposes of the development and construction of the Project as defined in Section 1.2 hereof, which funds will be loaned by Grantee to FSCSS West Olympia LLLP, a Washington limited liability limited partnership, the general partner of which is wholly owned by FSCSS, and which will be the owner of the Project;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. GENERAL PROVISIONS

1.1 Grant Number. The number assigned to this Grant Agreement is 21-HFC-004. 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 FSCSS for the development and construction of affordable low-income housing which will consist of 62 units of low-income housing for those populations identified in RCW 82.14.530 including homeless persons and families and survivors of domestic violence, of which 31 units will serve households earning up to 30% AMI, and 31 units which will serve households earning up to 50% AMI and residential common space (collectively, the "Project"). The City shall provide FSCSS grant funding in the amount of \$400,000.00 for the development of affordable low-income housing (EXHIBIT A). Funding is provided pursuant to the statutory requirements of 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
- EXHIBIT B Conditional Award Letter
- EXHIBIT C Application for Award Funding
- EXHIBIT D Budget
- EXHIBIT E Progress Report
- EXHIBIT F Invoice/Reimbursement Request Form
- EXHIBIT G Statement of Compliance with Nondiscrimination Requirement
- EXHIBIT H Equal Benefits Compliance Declaration
- EXHIBIT I Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion
- EXHIBIT J Certification Regarding Lobbying
- EXHIBIT K City Home Fund Form of Restrictive Covenant

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" or "Grantor" 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 of South Sound, including any Exhibits, documents, or materials incorporated by reference as part of this Grant Agreement.

- e. "Grantee" or "Grantees" or "FSCSS" shall mean the entity or entities set forth in this Grant Agreement and who shall produce low-income housing units or perform service(s) 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. "Grant period" shall mean the time until all grant funds have been expended.
- g. "Family Support Center of South Sound" or "FSCSS" shall mean The Family Support Center of South Sound, a Washington nonprofit corporation, as grantee, and recipient of funds under this Grant Agreement.
- h. "Partnership" shall mean FSCSS West Olympia LLLP, a Washington limited liability partnership, the general partner of which is FSCSS Housing LLC, a Washington limited liability company, of which FSCSS is the sole member and manager.
- i. "Party" or "Parties" shall mean either the Grantor, City of Olympia, and the Grantee, Family Support Center of South Sound, or collectively both Grantor and Grantee.
- j. "Project" shall mean the development as described in Section 1.2 of the General Provisions hereof, located at 620 Fieldstone Drive SW, Olympia, Washington 98502 (formerly 3524 7th Ave SW, Olympia, Washington 98502-8607), Tax Parcel #12817430100, consisting of 62 units of affordable low-income housing.
- k. "Property" shall mean the real property located at 620 Fieldstone Drive SW, Olympia, Washington 98502 (formerly 3524 7th Ave SW, Olympia, Washington 98502-8607), Tax Parcel #12817430100.
- l. "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 are protected by federal or state laws.
- m. "Restrictive Covenant" shall mean a covenant recorded with the Thurston County Auditor on the Property that restricts use of the Property to providing low-income housing and housing related services for those population groups identified in RCW 82.14.530.
- n. "State" shall mean the State of Washington.
- o. "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.
- p. "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 its designated accounting personnel, shall meet with the City's Finance Director or designees following the 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 the submittal of invoices and requests for reimbursements under this Grant. The City's Finance Director or designees shall outline the **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 (EXHIBIT E) for work performed under this Grant Agreement, and information as to what constitutes acceptable documentation to the City that will support reimbursement of Grantee 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 FSCSS to the City within six (6) months of the City's issuance of a final certificate of occupancy for the Project contemplated by this Grant. If Grantee's invoices are not submitted to the City within six months of the City's issuance of the final certificate of occupancy, 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 (EXHIBIT F). Invoices shall be submitted at least quarterly, but not more often than monthly. The invoice shall be submitted to Darian Lightfoot, Housing Program Manager, P.O. Box 1967, Olympia, WA 98507. 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.**

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 same service.

2.6 Disallowed Costs. The Grantee is responsible for reimbursement to the City of any audit exceptions or reimbursements for 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 \$400,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in EXHIBIT A - Scope of Work. Grantee's compensation for services rendered shall be based in substantial accordance with EXHIBIT D –

Budget and EXHIBIT B – Conditional Award Letter. Transfer of funds between line-item budget categories must be approved by the City. A cumulative amount of these transfers exceeding ten percent (10%) of the total program budget shall be subject to justification and negotiation of an amendment by Grantee and the City. The Grantee agrees to comply with the financial and administrative requirements set forth in applicable 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. Grantee is 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 (EXHIBIT G).

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 non-compliance.

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* (EXHIBIT G) and the *Equal Benefits Compliance Declaration* attached as EXHIBIT H.

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:

**GRANTEE:
FAMILY SUPPORT CENTER OF SOUTH SOUND**

Trish Gregory, Executive Director
Family Support Center of South Sound
PO Box 784
Olympia WA 98507
360.754.9297 ext. 206
trishg@fscss.org

**GRANTOR:
CITY OF OLYMPIA**

Darian Lightfoot, Housing Programs Manager
City of Olympia
PO Box 1967
Olympia WA 98507-1967
360.753.8033
dlightfo@ci.olympia.wa.us

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, provided that all modifications shall be invalid 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 that 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 the 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. Provide a certificate of liability insurance with Commercial General Liability coverage 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. The City must be named as additional insured under the Grantee's Commercial General Liability insurance policy and provide additional insured endorsement ISO form CG 20 26 or at least as broad equivalent. The Grantee is responsible for ensuring that any Subgrantee/Subcontractor provides 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.
- d. Builders Risk Insurance, secured by the Grantee or Grantee's contractor, shall be written in the amount of the completed value of the project. Builders Risk insurance shall be maintained until substantial completion of the project.

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 the 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 Scope of Work
- EXHIBIT B Conditional Award Letter
- EXHIBIT C Application for Award Funding
- EXHIBIT D Budget
- EXHIBIT E Progress Report
- EXHIBIT F Invoice/Reimbursement Request Form
- EXHIBIT G Statement of Compliance with Nondiscrimination Requirement
- EXHIBIT H Equal Benefits Compliance Declaration
- EXHIBIT I Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion
- EXHIBIT J Certification Regarding Lobbying
- EXHIBIT K City Home Fund Form of Restrictive Covenant

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 and the Partnership. 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 the 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 the 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 Owen Thompson, Account Manager, or a hard copy to:

CITY OF OLYMPIA

Owen Thompson - Account Manager

P.O. Box 1967

Olympia WA 98507

othomps@ci.olympia.wa.us

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:

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 the 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 the 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 the cause of default.

The Grantee shall keep on file a copy of the 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:

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 nonprofit 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 J).

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.

In addition to the recapture remedies provided above, Grantee agrees to execute a form of Restrictive Covenant (EXHIBIT K) in favor of the City of Olympia to be recorded upon Grantee's real property upon which development and/or construction of Grantee's affordable low-income housing units will occur. The Restrictive Covenant shall be recorded with the Thurston County Auditor and shall provide for use of the Grantee's real property for those population groups set forth in RCW 82.14.530, as now or hereafter amended. The Restrictive Covenant shall run with the land and shall bind Grantee's heirs, successors, grantees, or assigns.

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.

The City consents to the loaning of the proceeds of the Grant funds to the Partnership and the Partnership shall be treated as a Subgrantee hereunder.

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. The City acknowledges that the funds for this Grant are available for the purposes set forth in this Agreement and are subject only to the approval of this Grant Agreement by the action of the Olympia City Council.

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 and U.S. Bancorp Community Development Corporation, a Minnesota corporation, its successors and assigns (collectively, the “Limited Partner”), which is the limited partner of the Partnership, 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 the investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by the City to terminate the Grant.

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.

The City shall accept a cure tendered by the Partnership or its Limited Partner on the same terms and conditions as a cure tendered by Grantee.

3.42 Termination Procedures. Upon termination of this Grant, 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 to seek specific performance.

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 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 or Partnership and in which the City has or may acquire an interest.

3.43 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 an Authorized Representative of the City.

3.44 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.

3.45 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.

3.46 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.

3.47 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.

3.48 Performance. Time is of the essence in the performance of this Grant Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Scope of Work, EXHIBIT A herein, is essential to the Grantee's performance of this Agreement.

3.49 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.

3.50 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature when permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

3.51 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, are attached. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

3.52 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.

3.53 Ratification. 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 by the Parties, unless specifically rejected in writing by the City.

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

3.55 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.

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:

GRANTEE:

THE FAMILY SUPPORT CENTER OF SOUTH SOUND, a
Washington nonprofit corporation

By: Trish Gregory
Patricia Gregory, Executive Director
trishg@fscss.org

Date: 07/07/2022

GRANTOR:

CITY OF OLYMPIA, a Washington municipal
corporation

By: _____
Steven J. Burney, City Manager
jburney@ci.olympia.wa.us

Date: _____

APPROVED AS TO FORM:

By: Mark Barber
Mark Barber, City Attorney

EXHIBIT A

Scope of Work

EXHIBIT A SCOPE OF WORK

This Scope of Work (SOW) is between the City of Olympia (“City”) and The Family Support Center of South Sound for Grant No. 21-HFC-004 and as described in the Grantee’s application for grant funding from the City, which was received on or about March 2, 2020, with no unapproved substantive deviations. Requests for changes to this scope of work, or services laid out in Grantee’s application for funding can be made to Darian Lightfoot, Housing Programs Manager, City of Olympia, at dlightfo@ci.olympia.wa.us and at the address as provided in Section 3.6 of the Grant Agreement.

Effective Date

This SOW is effective, and the funds will be available to The Family Support Center of South Sound for expenditure on items and activities described herein and in the Grant Agreement following the Effective Date of the Grant Agreement. No reimbursements shall be made for invoices occurring before the Effective Date of the Grant Agreement. Any reimbursements under this Grant shall be submitted to the City no later than as specified in Paragraph 2.3 of the Grant Agreement.

Location of Project

620 Fieldstone Drive SW, Olympia, WA 98502, Parcel # 12817430100 (hereinafter referred to in this Exhibit A as the “FSCSS Phase 1 Project”).

Brief Description of Project

Permanent affordable housing will be developed on this site in two phases in order to maximize the number of units on the site balanced by currently available public financing. The development of the FSCSS Phase 1 Project will be the first phase of the two phases of development and will create a significant and measurable reduction in family homelessness in Olympia by creating 62 new homes for homeless persons, children and their families, as well as survivors of domestic violence. In the first year, it is expected that FSCSS will serve approximately 175 children, parents, and survivors.

The site for the FSCSS Phase 1 Project is located on a portion of 4.2 acres of undeveloped land in Olympia, Washington, which was purchased by FSCSS in November 2018, with support from the City of Olympia, as well as Impact Capital and the Washington State Housing Finance Commission (WSHFC). Permanent affordable housing will be developed on this site in two phases in order to maximize the number of units on the site balanced by currently available public financing.

FSCSS’s main campus is located directly across the street from the development site. In addition to FSCSS’ own extensive family support programs and services, the office complex features more than 14 additional organizations that provide direct services to families, children, and survivors of violence. FSCSS supportive services are driven by, and responsive, to the individual needs of each household. Residents will be able to choose where to access services, including home visitations, the on-site service space, or across the street at the main campus. All services, regardless of where they are offered, will be provided in close collaboration with the partner organizations located onsite at FSCSS’s Main Campus location.

The proposed development emphasizes family-sized units with 23 two- and 19 three- bedroom apartments plus 20 one-bedroom units to accommodate single survivors, single pregnant women, or single parent households with a child under age two. Half, or 31 units, will house households at or below 30% AMI and the other half will be set aside for households at or below 50% AMI.

Estimated Completion Date

FSCSS anticipates completing design, permitting, and financing in the Fall of 2021 and completing construction by the end of 2022. The FSCSS Phase 1 Project will be fully leased in the first quarter of 2023. **[Note: Update the completion milestones per the updated construction schedule]**

Milestone	Date of Completion
<i>City of Olympia CDBG Award/ WSHFC LAP Financing</i>	<i>11/30/2018</i>
<i>Thurston County HOME Award and Local SHB 2060 Award No. 1- \$372,585</i>	<i>7/12/2019</i>
<i>FHLB AHP Award - \$1,000,000</i>	<i>1/23/2020</i>
<i>City Home Fund Award No. 1 - \$1,000,000</i>	<i>4/20/2020</i>
<i>Thurston County Award No. 2 - Local SHB 2060 - \$50,000</i>	<i>8/6/2020</i>
<i>Washington State Housing Finance Commission – LIHTC Award</i>	<i>1/1/2021</i>
<i>State Dept. of Commerce Award No 1. State HTF \$694,681 and NHTF \$3,735,670</i>	<i>2/9/2021</i>
<i>City Home Fund Award No. 2 --\$400,000</i>	<i>4/14/2021</i>
<i>Thurston County Award No. 3 - HOME \$263,690</i>	<i>10/6/2021</i>
<i>State Dept. of Commerce - State CHIP Award \$2,500,000</i>	<i>2/23/2022</i>
<i>City Home Fund Award No. 3 - \$1,100,000</i>	<i>3/2/2022</i>
<i>Major Permit Approvals</i>	<i>5/1/2022</i>
<i>State Dept. of Commerce Award No. 3 - NHTF \$1,500,000</i>	<i>6/28/2022</i>
<i>Begin Construction</i>	<i>7/15/2022</i>
<i>Finance Closing and Permits Issuance</i>	<i>7/15/2022</i>
<i>Certificate of Occupancy Issued</i>	<i>12/31/2023</i>
<i>100% Lease-Up</i>	<i>3/31/2024</i>

Reduce Homelessness for Most Vulnerable

The FSCSS Phase 1 Project will serve families with children and survivors of domestic violence who meet one or more of the HUD definitions of homelessness. Preference will be given to households that are chronically homeless, unsheltered, and those who meet Category 1 (literally homeless) and Category 4 (fleeing domestic violence).

All 62 apartment units developed in the FSCSS Phase 1 Project will be dedicated to serving the most vulnerable homeless families with children and survivors of violence in our community. As both the lead contracted Coordinated Entry provider, and the point of entry for all homeless families with children and survivors of domestic violence, FSCSS is well-versed and experienced in utilizing a master list to distribute resources based on prioritization.

Supportive Housing Services

The FSCSS Phase 1 Project will offer voluntary supportive services for all 62 housing units. Services will be tailored to the individual needs of each household and will include case management and goal plans to support households in identifying and achieving their goals for greater family stability.

Once families have entered FSCSS's housing units, each household's needs will vary. Case managers will work with each family to meet identified needs, including mental health and substance abuse treatment enrollment and participation; assistance with enrolling in mainstream benefits (such as SSDI or SSI), and securing gainful employment; increasing the overall health and stability of their children through early childhood programs, securing IEP or other school-based supports, enrolling in medical care and finding a doctor; bolstering financial stability which can include budgeting, paying off past debts, enrolling in technical or education programs (such as GED courses or college); increasing overall safety through confidential domestic violence advocacy, accessing a protection order or other civil legal route such as parenting plans and dissolutions of marriage. Supportive services offered are trauma-informed and operate from a strengths-based perspective. Programs also operate following best practice standards such as harm reduction, low barriers to entry, and other evidence-based service delivery models.

Costs Per Housing Unit

Per unit hard construction costs, including contractor overhead and profit and estimated off-site costs, are \$314,770 per unit or \$308.10 per square foot. Per bedroom the hard costs are \$158,665. These numbers assume the prevailing wage requirement is the higher of State residential or federal Residential Davis- Bacon wage rates.

$\$13,602,768 / 62 = \$219,399/\text{unit}; / 59,264 \text{ sf} = \$229/\text{sf}$

$1\text{BR} \times 20 + 2\text{BR} \times 23 + 3\text{BR} \times 19 = 123 \text{ bedrooms}$

$\$19,515,765 / 123 = \$158,665/\text{bedroom}$

Total project costs excluding land costs are \$435,324/unit

$\$26,990,068 / 62 = \$435,324$

City of Olympia Home Fund Awards of \$2,500,000 (2020 \$1,000,000 Award + 2021 \$400,000 Award + 2022 \$1,100,000 Award) / 62 Units = \$40,323 / Unit. Divided by the expected occupancy of the project the per bed Home Fund Request is \$2,500,000 / 175 persons = \$14,286 / person or by bedroom /123 = \$20,325/bedroom.

Other Duties and Responsibilities

FSCSS shall prepare all invoices that document expenses incurred for construction and operation of the FSCSS Phase 1 Project and submit same to the City as provided in the Grant Agreement. All Home Fund monies will be provided to Grantee through reimbursements. No advance funding is permitted under the terms of the Grant.

Reimbursements for development fees shall be linked to City identified project milestones such as permits, occupancy, or other negotiated progress measures.

FSCSS shall prepare and submit to the City quarterly progress reports for the FSCSS Phase 1 Project upon commencement of construction. The reports shall be sent to Darian Lightfoot, Housing Programs Manager, City of Olympia at dlightf@ci.olympia.wa.us.

Notwithstanding any other provisions herein, the obligations of FSCSS under this Agreement shall relate solely to the development and operation of the FSCSS Phase 1 Project.

EXHIBIT B

Conditional Award Letter



April 14, 2021

Trish Gregory, Executive Director
Family Support Center of South Sound
Via Email – TrishG@fscss.org

Re: Supplemental Award for \$400,000 from City of Olympia Home Fund

Dear Trish:

Congratulations! Your application for the City of Olympia’s Home Fund in the amount of \$400,000 for developing 62 new homes for the neediest of families in Olympia was conditionally approved by City Council at their April 13, 2021 meeting. These funds are available through the City of Olympia Home Fund.

This award is an additional supplement intended to fill a funding gap in your project budget. It is in addition to the \$1 million conditional award from the City in 2020.

This award is conditional and is not a guarantee of funds. This letter provides an overview of our conditions and what some details you can expect in our contract for services. Once I am assured the preconditions for contracting are met, we will negotiate a contract to make funds available for your project.

As you pursue funds from other funders, you must provide me with the following by email:

- Updated development budgets and operating pro forma submitted to other funders;
- A written summary of changes in services provided, populations served, and cost changes in those applications.

These other Home Fund preconditions also apply: You must provide me emailed copies of award letters or reservation of credits from the sources you documented in your application including:

- Thurston County (including local, state or federal resources)
- Washington State Department of Commerce (including Housing Trust Fund)
- Washington State Housing Finance Commission (including Tax Credits)
- Other funds and funders

I will initiate contract negotiation after you provide those documents. Council and the Home Fund Advisory Board require that our contract stipulate:

- No funds will be made available until commitment is documented from your other proposed funders (examples are above in this letter);

Mayor: Cheryl Selby **Mayor Pro Tem:** Clark Gilman **City Manager:** Jay Burney
Councilmembers: Jim Cooper, Yến Huýnh, Dani Madrone, Lisa Parshley, Renata Rollins

2021 Home Fund Award

April 14, 2021

Page 2

- All funds will be paid through reimbursements documented through invoices;
- Draws sent to other public funders must also be sent to the City of Olympia;
- Reimbursements for development fees may be linked to project milestones (like permits, occupancy, or other negotiated milestones);
- Our contract term will be consistent with your development timeline;
- Your budget and scope of work will be based on the application you submitted;
- Your proposal and contract will meet the requirements of the City of Olympia Home Fund's Administrative Plan;
- Other agreements, like a Development Agreement or Good Neighbor Plan, may be required;
- Funds will not be available to draw until the end of first quarter of next year.

Please notify me as you reach funding and other milestones or encounter challenges. I anticipate reserving your award for the time period specified in your application. If you do not demonstrate the progress you proposed within nine months of the date of this letter the City of Olympia reserves the right to withdraw this award.

I am committed to helping your project be successful. Please let me know how I can help along the way. I can be reached at cretlin@ci.olympia.wa.us or 360.570.3956.

Thank you for your commitment to make the City of Olympia more affordable for everyone in our community!

Sincerely,

CARY RETLIN
Home Fund Manager

EXHIBIT C

Application for Award Funding



"Building strong, healthy, self-sufficient families since 1992"

Website: www.fscss.org

3545 7th Ave SW STE 200, Olympia, WA 98502

Phone: (360) 754-9297 Fax: (360) 943-1139

February 26, 2020

Cary Retlin, Home Fund Manager
City of Olympia
601 4th Avenue East
Olympia, WA 98507

Dear Cary,

The Family Support Center of the South Sound (FSCSS) submits this supplemental funding application for our permanent housing with supportive services project on Olympia's westside. FSCSS anticipates that this project will be a landmark step forward for residents, neighbors and affordable housing advocates. We greatly appreciate the support that the City of Olympia has provided to the project, both financially and through the permitting process. As you know, the FSCSS project is anticipated to be the first phase of a two-phase development, located on 7th Avenue Southwest across the street from FSCSS's main campus. Due to changes in the tax credit market we are facing an unexpected financing gap. We are at the early stages of working to determine the size of that gap. We are submitting this application now, before we can determine the exact gap, in order to not miss this funding opportunity and maintain our current construction start date in early 2022.

FSCSS was excited in December 2020 to learn that the project had received an award of \$4,430,351 from the Housing Trust Fund as well as a 9% allocation of Low Income Housing Tax Credits (LIHTC). Unfortunately the tax credit market has changed in the last several months putting downward pressure on LIHTC pricing. Generally the economy and rental market have contributed to lower LIHTC pricing and specifically at the end of 2020 congress passed a legislative fixed to the 4% credit that has increased the equity available and currently chasing investment. In addition, FSCSS was expecting to partner with a local bank as a direct investor, that investor has had to drop out of the project for reasons unrelated to the project itself, which means that unless we identify another direct investor, we will need to partner with a syndicator. Syndicators generally offer lower pricing than direct investors. At the time of our 2020 application and confirmed with investors over the summer and early fall, we were expecting tax credit pricing between 92 and 96 cents. We struck a balance by assuming 94 cents for the funding applications. In our current discussions with investors we have been quoted pricing in the high eighties. An equity price of 88 cents would result in approximately a \$1,000,000 financing gap. We are currently working with several investors to price the deal and once that is complete we will know our true financing gap.

The FSCSS Family Housing Phase I project will create new affordable homes for sixty-two (62) families with children and individuals, the majority of whom are unsheltered or have experienced domestic violence. Half of the units will serve households at or below 30% of Area Median Income (AMI) and the other half will serve households at or below 50% AMI. This application presents our estimate of construction costs, private investment resources, and the remaining gap that we are requesting from public sources including the City of Olympia and the State of Washington Housing Trust Fund.

EXECUTIVE DIRECTOR: Trish Gregory OFFICERS: Marie Lanese, Chair • Dan Smith, Vice Chair • Katie McMurray, Secretary • Nam Nguyen, Treasurer
BOARD MEMBERS: Jane Field • Eric Sullivan • Leatta Dalhoff • Alyssa Humbert • Jessica Volkman • Kristina Linehan • Daniel Berner, General Council

We have already received a \$399,467 CDBG funding award from the City of Olympia to purchase the property; an additional \$1,000,000 from the City of Olympia's Home Fund, a \$422,585 commitment from Thurston County; a \$1,000,000 award from the Federal Home Loan Bank (FHLB); \$4,430,351 from the Washington State Housing Trust Fund; and an allocation of 9% LIHTC. In addition, FSCSS was awarded \$530,000 in bridge financing from the Washington State Housing Finance Commission (WSHFC); and predevelopment bridge financing from Impact Capital. **FSCSS is requesting that the City of Olympia support the development of these 62 homes for the neediest families in Olympia with an additional commitment of up to \$400,000 depending on the final gap and any additional funding we are able to secure from other funders.**

Thank you for your consideration of this ambitious endeavor. We look forward to discussing this project in more detail over the coming months. Please address questions to Heather Burns, Associate Director of Real Estate Development at Bellwether Housing, at 206-276-3649 or hburns@bellwetherhousing.org or you can contact me at (360)754-9297 x206 or TrishG@fscss.org.

Sincerely,



Trish Gregory
Executive Director
Family Support Center of South Sound

Exhibit "C"
2021 Olympia Home Fund Application Questions

1. Submitting organization name:

Family Support Center of South Sound (FSCSS)

2. Name of primary contact for this application:

Trish Gregory, Executive Director

3. Telephone number, email, and mailing address for submitting organization:

Trish Gregory, Executive Director
Family Support Center of the South Sound
P.O. Box 784
Olympia, WA 98507
(360)754-9297
trishg@fscss.org

4. Project Name:

FSCSS Family Housing

5. Brief description of proposed project:

Homeless families with children, while the least visible, make up a significant portion of the Thurston County unsheltered homeless population. A 2018 report compiled by Thurston County Health and Social Services, indicated that 15% of the County's households experiencing homelessness were families with children. While this percentage may not sound high, each household is comprised of multiple family members; thus, 41% of the total people experiencing homelessness in that report were children and their parents; sleeping in cars, outdoors, or in places not meant for human habitation.

Current data demonstrates that family homelessness is still a significant issue in our community. As of February 26, 2021, there are 209 unsheltered households on FSCSS master-list, equivalent to 274 parents and 354 children, waiting for a safe, stable, and permanent housing solution. Twenty percent (20%) of these households meet the chronic homeless definition, 42% are actively fleeing domestic violence, 12% are pregnant, and 9% of the heads of households identify as LGBTQ+.

With the current COVID-19 pandemic, the need for housing and rental assistance is greater than the organization's current capacity. Similarly, for households who do have a current rental assistance coupon (a pledge to help with rent), families are struggling to find available housing that meets their needs. In the last month, less than 10 families exited to permanent housing due to the even lower housing stock than non-COVID times.

FSCSS's Family Housing Project will create a significant and measurable reduction in family homelessness in Olympia. This project will create 62 new homes for homeless children and their families as well as survivors of domestic violence. If this project were completed today, the units could be immediately filled with the households currently holding housing vouchers from FSCSS. In the first year, it is expected that we will serve approximately 209 children, parents, and survivors. City of Olympia Home Fund support is critical to making this vision a reality.

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The site is located on 5 acres of undeveloped land in West Olympia. FSCSS owns the property, which was purchased in November 2018 with support from the City of Olympia, as well as Impact Capital and the Washington State Housing Finance Commission (WSHFC). Permanent affordable housing will be developed on this site in two phases in order to maximize the number of units on the site balanced by the constraint of currently available public financing.

FSCSS's main campus is located directly across the street from the development site. In addition to FSCSS' own extensive family support programs and services, the office complex features more than 14 additional organizations that provide direct services to families, children, and survivors of violence. FSCSS supportive services are driven by, and responsive, to the individual needs of each household. Residents will be able to choose where to access services, including home visitations, the on-site service space, or across the street at the main campus. All services, regardless of where they are offered, will be provided in close collaboration with the partner organizations located onsite at FSCSS's Main Campus location.

The proposed development emphasizes family-sized units with forty-two 2- and 3- bedroom apartments plus nineteen 1-bedroom units to accommodate single survivors, single pregnant women, or single parent households with a child under age two. Half, or 31 units, will house households at or below 30% AMI and the other half be set aside for households at or below 50% AMI.

The development team has worked diligently to create an efficient building design that responds to the site topography and with Phase II maximizes site capacity. Unit sizes have been minimized with 533 square feet (SF) for 1-bedrooms, 798 SF for 2-bedrooms, and 1,036 SF for 3-bedroom units. A 795 SF community room on the ground floor will be used for residents and organizational events. The outside spaces will have areas specifically designed for the enjoyment of all the residents including a child play area.

West Olympia is relatively underdeveloped at this time, which means that larger sites that are necessary to develop family housing at scale are available in the area. The downside is that this area lacks some basic infrastructure. The project includes several code required design elements, the most significant of which is the construction of portions of two future public streets over Phase I and II. We are continuing to work with the City on the extent of these requirements and potentially identify new resources available to fund this infrastructure, but it is assumed the project will need to include at least a portion of one road. This road will provide connectivity to a future elementary or middle school adjacent to the site and make other neighborhood amenities more easily accessible for the future tenants and community members.

In addition to the public streets described above, the project is required to provide a curb cut for on-site access at the East end of 7th Avenue to serve the proposed 62 surface parking stalls on site; seven on-street parking stalls and storage for 62 bikes. Project utility connections for both City Water and City Sewer are assumed to include one 2-inch domestic water line, one 8-inch Fire Sprinkler Service line, one 8-inch side sewer line for each Phase of the project, and one 1.5 – 2-inch irrigation line. In addition, the project work will include a detention pond and outflow pipes for stormwater.

6. Location of project, city, address (if known), zoning (if known):

Address:

3524 7th Avenue SW
Olympia, WA 98502

Zoning:

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The site is zoned "PO/RM," meaning professional office and residential multifamily.

7. Name and brief experience of developer:

Family Support Center of South Sound (FSCSS), founded in 1992, annually provides 4,000 parents, children, and survivors of domestic violence/sexual assault with coordinated supportive services to accomplish the mission, "Working Together to Strengthen All Families". Utilizing a "one-stop-shop" model, the agency works to build strong, healthy, safe, and hopeful families through collaborative programs in an effort to reduce the negative impacts of poverty, homelessness, and family violence.

In July 2013, FSCSS was the successful bidder for \$550,000 of City of Olympia federal HOME capital dollars and the ability to purchase the then vacant "Smith Building" for \$1 to develop Pear Blossom Place, a family shelter and a permanent housing project. FSCSS, with the support of Bellwether Housing who served as the development management consultant for the project, successfully managed the project from start to finish including; overseeing all aspects of the design, permitting, construction, and lease up of the project, identifying and acquiring the additional \$1,550,000 in funding necessary to complete the full renovations; and developing a partnership with Housing Authority of Thurston County to acquire project based vouchers. Pear Blossom Place: A Family Support Community successfully opened its doors in July 2014 and has been at full capacity since that time. Pear Blossom Place includes six shelter suites on the lower level, providing 36 beds for children and their parents year round and upwards of 30 more each night during the cold weather season, November 1-April 30. The second level of Pear Blossom Place is home to six permanent housing units with supportive services. A seventh, ADA accessible unit is located on the first floor adjacent to the shelter.

In 2018, FSCSS ventured into its next real estate project to help advance our mission. We successfully purchased a \$3,400,000 commercial office property along with the vacant land that will be utilized for this proposed development. As part of the commercial office space, Nature Nurtures Farm, will open and operate a childcare center for 96 children, over half of whom will have a childcare subsidy. While construction has not yet started, FSCSS has navigated this process, successfully negotiating permitting requirements as well as identifying an additional \$1,600,000 in funding to complete the necessary renovations and frontage improvements that a change of use prompted. Construction for this project is set to begin soon.

For the FSCSS Family Housing project, FSCSS has contracted with Bellwether Housing as the development management consultant. Bellwether Housing is an experienced developer, construction manager and property manager. Bellwether has developed and sustained high-quality affordable housing, as the largest nonprofit housing developer in the Puget Sound region, since 1980, and has aided other organizations in the development of thousands of units state-wide. Bellwether's portfolio includes 2,100 apartments in 32 buildings, serving approximately 3,500 people annually.

8. Name and brief experience of project manager (if organization managing project is different from developer):

FSCSS will work closely with Bellwether's project management consulting team to ensure the resulting development fulfills the organization's mission. Bellwether has assigned a dedicated Development Management team to collaborate with FSCSS throughout the project. The project team is as follows:

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Bellwether Housing Development Management Team:

Kasey Liedtke, Housing Developer, will serve as the lead project manager. Mr. Liedtke has 7 years of project management experience in real estate development, construction, financial management, and federal contract administration. Mr. Liedtke has worked on the project since 2018, including overseeing the acquisition of both the development site and FSCSS' administrative headquarters.

Mr. Liedtke will be supported by Heather Burns, Associate Director of Real Estate Development, and by Richard Loo, Director of Real Estate Development. Ms. Burns has over 20 years of experience working in affordable housing as a development consultant, nonprofit owner and public funder. Mr. Loo has over 30 years of experience in architecture, real estate development and affordable housing. Stephan Petryczka, Associate Housing Developer, and Emma Geyer, Construction Manager will provide additional project support.

Family Support Center of South Sound Team:

Trish Gregory, Executive Director, has 25 years of experience working in social services, 20 of which have been with FSCSS. Ms. Gregory has held a leadership position at the agency for the past 14 years. Ms. Gregory is responsible for the development of many of the existing programs and services operated by FSCSS and was directly involved in the acquisition, development, and opening of Pear Blossom Place. Ms. Gregory has extensive experience in grant writing, Federal and State contract compliance, project management, financial management, and supervision of staff.

Natalie Skovran, Deputy Director of FSCSS has worked for FSCSS for over 7 years. Ms. Skovran has grant writing and program development experience, oversees all program management staff, and is working closely with Bellwether to support the development and acquisition of the newest housing project. As the Deputy Director, Ms. Skovran is responsible for the oversight of Pear Blossom Place, including ensuring the apartments are leased up with direct referrals from Coordinated Entry, as well as the shelter placement. Ms. Skovran has helped to develop Thurston County's Coordinated Entry Policies and Procedures, and is well versed in Federal, State, and Local requirements to remain in compliance with Coordinated Entry. Ms. Skovran also oversees the distribution of more than \$500,000 in rapid re-housing funds, and ensures client portions, unit occupancy, and fair market rents are followed for all clients on the rapid re-housing programs.

9. Serve priority population (20 percent of score)

a. Target population of project:

This project will prioritize serving unsheltered homeless families with children and survivors who are fleeing domestic violence. All households served by the project will be referred by the Coordinated Entry system, for which FSCSS is the current lead agency, and will prioritize the most vulnerable as determined by the assessment process. All households served will be at or below 50% AMI, with half of the units specifically dedicated to serve households that are at or below 30% AMI. Preference will be given to households who are chronically homeless and unsheltered, or fleeing domestic violence, as per the HUD definition. As stated previously, of the current families and survivors on the master-list, 15% meet the chronic homeless definition wherein the head of households has a disabling condition, has been homeless for either 12 consecutive months, or has experienced 4 episodes of homeless in the last 3 years.

b. Proposed number of units or beds total:

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FSCSS is proposing 62 units of permanent housing with supportive services. This includes nineteen 3-bedroom units, twenty-three 2-bedroom units and twenty 1-bedroom units. Based on Thurston County occupancy standards the project will be serving approximately 168-250 with an average of 209 individuals at one time.

c. Proposed number units or beds per population:

All of the units will serve households that meet one or more of the HUD definitions of homelessness:

- Category 1: Literally homeless or living somewhere not fit for human habitation.
- Category 2: At imminent risk of homelessness (within 14 days)
- Category 3: Homeless under other Federal statutes
- Category 4: Fleeing/Attempting to flee domestic violence

Priority will be given to households who meet Categories 1 and 4. It is expected that 80% of the units will be occupied by families with children. The remaining 20% of the units will be reserved for survivors of domestic violence, many of whom are eligible under both Categories 1 and 4.

d. Proposed number units or beds per income level:

Half, or 31 units, will serve households at 30% AMI or below. The other half will serve households at or below 50% AMI.

10. Demonstrate readiness (20 percent of score)

a. What is your estimated timeline for completion? When will the project receive a Temporary Certificate of occupancy from the City?

We anticipate completing design, permitting and financing in the fourth quarter of 2021, beginning construction in early 2022 and completing construction by April 2023. The project will be fully leased by October 2023.

b. Has a site been identified for this project?

Yes, FSCSS purchased the property in November 2018.

c. What site constraints exist for this project that could delay construction?

It is not anticipated that site constraints will cause a construction delay.

11. Reduce homelessness for most vulnerable (10 percent of score)

a. How will this project support the most vulnerable homeless households referred through Coordinated Entry?

This project will serve families with children and survivors of domestic violence who meet the federal HUD definition as indicated in questions 9c. Preference will be given to households that are chronically homeless, unsheltered, and those who meet Category 1 (literally homeless) and Category 4 (fleeing domestic violence).

FSCSS is the lead Coordinated Entry Provider for Thurston County, and is the designated entry point for homeless families with children and survivors of domestic violence. As the Coordinated Entry provider for these populations, FSCSS is committed to ensuring households have quick and easy access to all available homeless services programming and resources, including placement into permanent units with supportive services. When a household experiencing

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homelessness seeks Coordinated Entry services from FSCSS, a comprehensive assessment is completed to better understand that household's present situation. Currently, households who are unsheltered are assessed utilizing the Vulnerability Index Family Service Decision Assistance Tool (VI-F-SPDAT), which evaluates their history of homelessness, mental health, medical conditions, and other key elements that are proven to be risk factors linked to increased death on the street.

For survivors who are fleeing domestic violence, they are assessed utilizing the Jackie Campbell Danger Assessment, an evidence-based tool that assesses the risk of lethality by their perpetrator. Once the applicable assessment is completed, households are given a score, which then puts them on the County-wide master list which is maintained by FSCSS. As resources become available, the next household on the master list, that is interested and eligible, is offered the resource. Households with the highest score rise to the top of the list, meaning the households with the greatest need, biggest barriers to housing, chronic homelessness, greatest safety needs, AND the least amount of familial and/or community support, are offered services first. Households are offered resources which may include rapid re-housing, shelter, case management, Foundations Community Support services, and referrals into housing programs as they become available. During lease-up and as units become available once FSCSS Family Housing is operational families at the top of the waiting list will be contacted and begin the tenant application process.

Because FSCSS has worked with families experiencing homelessness for more than 28 years, families and survivors regularly hear about the available services by word of mouth, social media, other social service providers, law enforcement, 211, Crisis Clinic, and the Coordinated Entry hotline. FSCSS answers the family extension of the Coordinated Entry hotline 24 hours a day, 7 days a week, providing information about shelter and housing, as well as how to access the Coordinated Entry system. The organization's main office campus is located directly across the street from the development site, a fact that is well known and routinely publicized at community meetings throughout Olympia. Because FSCSS operates Pear Blossom Place, the County's ONLY shelter for homeless families, there is a natural flow of families experiencing homelessness to the organization. Additionally, FSCSS' offices are integrated with a multitude of social service, community service, housing service and coordinated entry providers ensuring that the organization is well-situated within the community to help households who are in need of services and that they will be directed to FSCSS when needed.

b. How many units or beds will be dedicated to the most vulnerable?

All 62 apartment units developed in this project will be dedicated to serving the most vulnerable homeless families with children and survivors of violence in our community.

c. What screening criteria will you provide to Coordinated Entry for this project?

As both the lead contracted Coordinated Entry provider, and the point of entry for all homeless families with children and survivors of domestic violence, FSCSS is well-versed and experienced in utilizing a master list to distribute resources based on prioritization. As previously stated, FSCSS uses the VI-F-SPDAT and the Jackie Campbell Danger Assessment to determine placement on the master list for available resources. As resources become available, FSCSS refers to the master list to identify the next interested and eligible household for the resource. FSCSS initiated this development as a means to fill a critical gap and improve outcomes for the most vulnerable families with children and survivors of violence. FSCSS is dedicated to ending unsheltered family homelessness. A key strategy to accomplish this is to increase the number of available units in our community.

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12. Provide Supportive housing (20 percent of score)

a. Will this project provide supportive housing?

This project will provide supportive services for all 62 housing units. Services will be tailored to the individual needs of each household, and will include case management and goal plans to support households in identifying and achieving their goals for greater family stability.

b. What are the targeted supportive needs of the households served?

Once families have entered FSCSS's housing units, each household's needs will vary. Case managers will work with each family to meet identified needs, including mental health and substance abuse treatment enrollment and participation; assistance with enrolling in mainstream benefits (such as SSDI or SSI), and securing gainful employment; increasing the overall health and stability of their children through early childhood programs, securing IEP or other school-based supports, enrolling in medical care and finding a doctor; bolstering financial stability which can include budgeting, paying off past debts, enrolling in technical or education programs (such as GED courses or college); increasing overall safety through confidential domestic violence advocacy, accessing a protection order or other civil legal route such as parenting plans and dissolutions of marriage. Supportive services offered are trauma-informed and operate from a strengths-based perspective. Programs also operate following best practice standards such as harm reduction, low barriers to entry, and other evidence-based service delivery models.

c. How have supportive services been integrated into the design of the proposed project?

From the early planning stages, prior to even purchasing the property, FSCSS envisioned a campus style facility which would include housing, childcare, multiple other basic need services, and opportunities for family engagement and enrichment. FSCSS recognizes that by serving the most vulnerable households at the proposed housing development it is then incumbent upon the agency to also to provide a comprehensive array of support services to engage families and support their long term stability, including but not limited to those services described in subsection 'b' of this question. The FSCSS Main Campus, located across the street from the housing development, houses the majority of FSCSS's case managers and services including coordinated entry, rapid rehousing, and family resource services, as well as the shelter intake and placement for Pear Blossom Place.

FSCSS believes that services need to be easily accessible and will leverage existing FSCSS programs and services as well as partnerships with other direct service organizations in order to provide services to the new housing development tenants within their own community. The FSCSS Campus houses multiple partner agencies who are committed to helping us in our mission of strengthening families. Such partners include: Thurston County Volunteer Legal Services who provide free civil legal assistance, Catholic Community Services' volunteer and Veteran programs, Enriching Therapy and Beautiful Instant Psychotherapy who provide mental health care, the Thurston County Prosecutor's and County Clerk's Office as well detectives from across the county who are housed onsite to provide assistance to victims fleeing domestic violence. Parenting and prenatal support are provided through partnerships with Nurse Family Partnership, Parents as Teachers, and ChildCare Action Councils who hosts a Kaliedescope Play and Learn group and accepts referrals to their Homeless Childcare program. FSCSS staff and onsite partners have the flexibility to meet with families at whichever location is the most comfortable and convenient for the family, including the client's home. Each household will be assigned a designated case manager and will have access to FSCSS staff 24 hours a day to assist in mitigating any challenges or crises that arise.

d. How will services, like case management or behavioral health, be funded?

EXHIBIT C

FSCSS is a dynamic agency that has a proven track record of securing funding for case management and supportive services for families experiencing homelessness and for survivors of domestic violence through a combination of government grants and contracts, foundation and community grants, corporate, community, and individual contributions, as well fundraising events, faith-based support, and in-kind donations. While not all resources for this development project have been specifically identified, FSCSS has an established contract with Foundational Community Supports (FCS) through Amerigroup and the Health Care Authority for supported housing services as well as supported employment services. Proposed services to be offered on-site align with allowable services under FCS. We expect that approximately half of the tenants will be eligible for the FCS Supported Housing Program. FSCSS currently has County and HUD funded rapid re-housing programs in excess of \$500,000 this fiscal year, which may be utilized to subsidize households at the development, as well as ongoing case management services. FSCSS has successfully secured and managed Washington Balance of State HUD funding, and is actively tracking NOFA's that may provide supportive services for the permanent housing project. FSCSS feels confident in their ability to secure and maintain funding for the supportive services aspect of the project, and will continue to seek out funding and leverage existing awards to support this project.

FSCSS is currently operating a program for Pear Blossom Place shelter guest and apartment tenants funded by Thurston County Treatment Sales Tax that is focused on supporting participation in behavioral and mental health programs. Intensive case management support is offered, and the Adult Needs and Strengths Assessment is completed with adults to assess their behavioral and mental health functioning and needs. It is expected that the services currently offered and being developed for Pear Blossom Place clients can be replicated for those in this affordable housing project.

- e. *Has the operator of this housing been trained or evaluated in Substance Abuse and Mental Health Services Administration (SAMHSA) Supportive Housing Fidelity? If yes, estimate the most recent date and include the evaluating organization.*

FSCSS has participated in SAMHSA Supportive Housing Fidelity training and is pursuing a fidelity review.

13. Cost (30 percent of score)

- a. *What is the average cost per unit based on the total project cost? Please include your calculation.*

As discussed in our 2020 application we made a series of design changes to increase the cost efficiency of the building and continue to explore ways to save costs. It is important to remember that per unit costs of constructing family housing are significantly higher than the cost of developing Single Room Occupancy (SRO) units for homeless individuals. Almost one-third of our proposed units are 3-bedroom units and more than one-third are 2-bedroom units. The typical SRO unit can be 400 sf or smaller. Our 1-bedrooms are designed to serve small families and are 30-50% larger than a typical SRO unit. The 2-bedroom units are at least twice the size and the 3-bedroom units are 2.5 times the size of a typical SRO. In addition to the design changes already made, the development team intends to work diligently and collaboratively with the project architect and an as yet to be selected general contractor to identify additional changes to further increase the cost efficiency of the project.

While rents are lower, construction costs in Olympia are comparable to King County. Family Support Center and its consultants have prioritized cost efficiency where possible, **keeping costs 10% below the Washington State Housing Finance Commission TDC limits.** Due in

EXHIBIT C

part to the underdevelopment of the neighborhood, one of the most significant cost drivers for the project are the City's code requirements for the property. One of the specific costs is the street connectivity requirement, where the project is required to build thru roads on the site. We have vetted multiple options with our architect and a general contractor and have determined the most cost-effective path forward that is consistent with the current City requirements. This investment in families is essential to our overall homeless response system and is critical to building a safe and healthy community for all of our residents.

a1. Per unit hard construction costs, including contractor overhead and profit and estimated off-site costs including new road construction and utilities, are estimated at \$252,085 per unit or \$253 per square foot. Per bedroom the hard costs are \$127,067. These numbers include a 3% escalation contingency from today to the expected start of construction and assume state prevailing wage rates.
 $\$15,629,282 / 62 = \mathbf{\$252,085/unit}$; / 61,760 sf = $\mathbf{\$253/sf}$
 $1BR \times 20 + 2BR \times 23 + 3BR \times 19 = 123 \text{ bedrooms}$;
 $\$15,629,282 / 123 = \mathbf{\$127,067/bedroom}$

a2. Total project costs excluding land costs are \$366,763/unit. Including land costs, the total project costs per unit are \$359,384.
 $\$22,739,345 - \$457,500 = \$20,107,125 / 62 = \mathbf{\$366,763/unit}$
 $\$22,739,345 / 62 = \$359,385$

b. Average cost per Home Fund dollar requested? Please include your calculation.
City of Olympia Home Fund Request: $\$1,400,000 / 62 \text{ Units} = \mathbf{\$22,580 / Unit}$. Divided by the expected occupancy of the project the per bed the Home Fund Request is $\$1,000,000 / 252 \text{ persons} = \mathbf{\$5,555 / person}$ or by bedroom /123 = $\mathbf{\$11,382/bedroom}$.

14. A BUDGET SPREADSHEET MUST BE ATTACHED TO YOUR APPLICATION. *The budget must be completed in the Washington State Combined Funders Application Spreadsheet and should include estimated income and expenses for:*

Please note that we have still assumed 94 cent pricing for tax credits in the attached CFA forms because we do not know yet what our revised pricing will be.

- o All estimated fund sources including Olympia Home Fund*
- o Design and Inspection*
- o Project management*
- o Relocation*
- o Title insurance*
- o Environmental review*
- o Permits and fees*
- o Land/property acquisition*
- o Site development*
- o Construction/rehabilitation*
- o Utilities*
- o Other expenses*

EXHIBIT D

Budget

**EXHIBIT D
BUDGET**

Cost Category	Total Cost	Residential Costs	Non-Residential Costs	Olympia Home Amount (“Contract Amount”)
Acquisition	1,223,224	1,223,224		
Construction	22,682,058	22,682,058		2,040,000
Soft Costs	2,484,967	2,484,967		
Pre-Development	94,274	94,274		
Construction Financing	461,752	461,752		
Permanent Financing	344,535	344,535		
Capitalized Reserves	229,792	229,792		
Other: Dev Costs (taxes, permits, etc.)	1,144,401	1,144,401		460,000
Other: _____				
TOTAL DEVELOPMENT COST	28,665,002	28,665,002		2,500,000

EXHIBIT E

Progress Report



CITY OF OLYMPIA
GRANT PROGRESS REPORT

EXHIBIT E

Report for quarter ending:

Year:

Reports are due on the last day of Apr., Jul., Oct., Jan.

Date:

NOTE: Any change to scope, schedule, and/or budget requires written pre-approval from the City of Olympia.

I. Project Information	
Project Title / Agreement #:	21-HFC-004
Lead Agency:	
Project Scope:	

II. Quarterly Progress Report / Narrative (Provide complete answers. Boxes will expand)	
A. Describe progress over the last quarter and the current status of the project.	
B. Describe upcoming activities.	
C. Describe any risks to delivering the project within the approved scope, schedule, and/or budget, and how these risks are being addressed.	
D. Describe project successes and/or other highlights not included above. Please attach any news releases, articles, or photos of your service in action or other documentation as appropriate.	

Project Manager Certification (Completion of this section certifies that the above information is true and accurate to the best of your knowledge.)	
Project Manager:	Date:
Project Manager Signature: _____	

EXHIBIT F
Invoice/Reimbursement
Request Form



EXHIBIT F CITY OF OLYMPIA GRANT REIMBURSEMENT REQUEST FORM

Grant Number	21-HFC-004		
Agency (Name and complete address, including zip code)			
Tax ID #		Final Report	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Grant Period: From: _____ To: _____		Reporting Period: From: _____ To: _____	
TRANSACTIONS	PREVIOUSLY REPORTED	CURRENT PERIOD	CUMULATIVE
a. Personnel			
b. Fringe Benefits			
c. Travel			
d. Equipment			
e. Supplies			
f. Contractual Services/Indirect			
g. Other			
h. Total transactions (sum of lines a through g)			
i. Total funds authorized			
j. Balance (line i minus line h)			
Comments:			
Certification	I certify to the best of my knowledge and belief that this report is correct and complete and that all reported expenditures are for the purposes set forth in the award documents.		
Typed or Printed Name and Title		Telephone	
Signature of Authorized Certifying Official		Date Report Submitted	

EXHIBIT G

Statement of Compliance with Nondiscrimination

EXHIBIT G

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 for The Family Support,
Center of South Sound, Grantee

Date Signed

Print Name of Person Signing

Title

EXHIBIT H
Equal Benefits Compliance
Declaration

EXHIBIT H
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 The Family Support
Center of South Sound, Grantee

Date

Print Name

Title

EXHIBIT I

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

EXHIBIT I

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 The Family Support Center of South Sound, Grantee

Date Signed

Print Name

Title

EXHIBIT J
Certification Regarding
Lobbying

EXHIBIT J

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 for
The Family Support Center of South Sound, Grantee

Date Signed

Print Name

Title

EXHIBIT K

Form of Restrictive Covenant

EXHIBIT K

(Form of Restrictive Covenant)

After Recording Return to:

City of Olympia
Attn: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Document Title:	Restrictive Covenant
Grantor:	FSCSS West Olympia LLLP, a Washington limited liability limited partnership
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	Lot 1 & Tracts A-B, BSP #21-2735-OL, rec. 4932163
Assessor's Tax Parcel Number:	12817430100

RESTRICTIVE COVENANT

As additional consideration to the City of Olympia for HOME FUND grant awards provided under Grant Agreement Nos. 21-HFC-002; 21-HFC-004; and 22-HFC-001 between the City of Olympia, a Washington municipal corporation ("Grantee"), and The Family Support Center of South Sound, a Washington nonprofit corporation ("FSCSS"), FSCSS West Olympia LLLP, a Washington limited liability limited partnership ("Grantor"), the general partner of which is wholly owned and managed by FSCSS, and which is the owner of the real property legally described on Exhibit A hereto (the "Property"), hereby agrees, for the benefit of Grantee, that the Property shall be held, transferred, sold, conveyed, leased, used and occupied in perpetuity subject to the following covenants and restrictions:

1. The Property shall be solely used to develop and construct affordable housing and facilities providing housing-related services as provided in RCW 82.14.530, as may be hereafter lawfully amended, and for no other purpose except with the Grantee's express written consent and approval.
2. The Grantor further agrees that for a period of fifteen (15) years following the issuance of the certificate of occupancy, the low-income housing to be constructed upon the Property shall consist of no less than 31 residential units which will serve chronically homeless persons or families earning up to thirty percent (30%) of the adjusted area median income for Thurston County, Washington, no less than 31 residential units which will serve households earning up to fifty percent (50%) of the adjusted area median income for Thurston County, Washington, and residential common area space.
3. Following termination of the fifteen (15) year period identified in Section 2 above and for an additional period of twenty-five (25) years, Grantor agrees the aforesaid Property shall be used solely to provide affordable housing and facilities providing housing-related services and programs serving households whose income is at or below sixty percent (60%) of the adjusted area median income for Thurston County, Washington, and for any of the following population

groups, as provided under RCW 82.14.530, as may be hereafter lawfully amended: (i) persons with behavioral health disabilities; (ii) veterans of the armed forces of the United States of America; (iii) senior citizens; (iv) persons who are homeless or at risk of being homeless, including families with children; (v) unaccompanied homeless youth or young adults; (vi) persons with disabilities; and/or (vii) domestic violence survivors, as provided in RCW 82.14.530, as now or hereafter lawfully amended.

It is the express intent of the Grantor and Grantee that the provisions of the Restrictive Covenant stated herein shall be deemed to run with the land in perpetuity and shall pass to and be binding upon Grantor's successors in title, including any subsequent purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the Property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the Property and any other person or entity having any right, title or interest therein. It is further agreed by Grantor and Grantee, that Grantee shall have the right to enforce the aforesaid Restrictive Covenant running with the land in the Superior Court for Thurston County, by either a request for equitable relief or an action at law for damages, or by both such equitable relief and monetary damages, as permitted by the laws of the State of Washington.

*****SIGNATURES APPEAR ON NEXT PAGE*****

GRANTEE, CITY OF OLYMPIA,
a Washington municipal corporation

Accepted and approved:

Steven J. Burney, City Manager

Dated: _____

Approved as to form:

Mark Barber, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of Washington
Residing at _____
My appointment expires: _____

EXHIBIT A
Legal Description of Property

The Land referred to herein below is situated in the County of Thurston, State of Washington, and is described as follows:

Lot 1 and Tracts A, and B of FSCSS Housing Binding Site Plan No. BSP 21-2735-OL recorded May 18, 2002 as Recording No. 4932163, records of Thurston County, Washington.