

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF OLYMPIA AND THURSTON COUNTY  
FOR  
SHARING COSTS OF ACQUISITION, PLANNING, DEVELOPMENT, AND  
OPERATIONS OF PROPERTY LOCATED ON FRANZ ANDERSON ROAD**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("OLYMPIA"), and Thurston County, a Washington municipal corporation, ("COUNTY"), jointly referred to herein as "the Parties," or singularly as a "Party."

**RECITALS**

**WHEREAS**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

**WHEREAS**, unsheltered and unmanaged homelessness constitutes a public health emergency that requires OLYMPIA and the COUNTY to coordinate their resources and actions to work together to abate detrimental effects that threaten public health and safety; and

**WHEREAS**, neither OLYMPIA nor the COUNTY have sufficient resources to address the ongoing impacts or needs of unsheltered homelessness without mutual cooperation; and

**WHEREAS**, there currently is no shelter or sanctioned safe parking area to address the needs and impacts of individuals living in recreational vehicles, automobiles, and trailers on public streets and rights-of-way; and

**WHEREAS**, vehicle camping along Ensign Road is detrimental to the health and safety of the individuals living there and to surrounding businesses, property owners, and visitors; and

**WHEREAS**, vehicle camping along Ensign Road is also having unacceptable adverse impacts on operations at Providence St. Peter Hospital, the COUNTY's largest regional health care provider; and

**WHEREAS**, vehicle camping along Ensign Road is having unacceptable negative impacts on emergency medical first responders accessing Providence St. Peter Hospital and its emergency facilities, and is also posing a danger to vehicle campers parked along Ensign Road; and

**WHEREAS**, vehicle camping along Ensign Road is negatively impacting the ability of public transit vehicles to safely navigate Ensign Road; and

**WHEREAS**, vehicle camping along Ensign Road is also negatively impacting the ability of the public to use Ensign Road and the bicycle lanes and sidewalks in that roadway, preventing safe access and use; and

**WHEREAS**, vehicle camping along Ensign Road is having negative impacts on surrounding wetlands and streams caused by environmental contamination due to solid waste and effluent draining into waters therein; and

**WHEREAS**, a safe parking site is needed to address these concerns so that persons who are homeless and living in their recreational vehicles, automobiles, and trailers have a lawful place to temporarily park; and

**WHEREAS**, on December 15, 2021, OLYMPIA and the COUNTY entered into a Memorandum of Understanding (MOU) agreeing to jointly and equally share in the costs of purchase, development of the Franz Anderson property; jointly provide and coordinate funding support through the Regional Housing Council (RHC) for ongoing management of the facility for three years, provided that funding support is provided by the RHC; and prepare all necessary agreements to achieve the goals of the MOU; and

**WHEREAS**, on December 15, 2021, OLYMPIA entered into a Real Estate Purchase and Sale Agreement for the purchase of real property located on Franz Anderson Road SE, Olympia, Washington, which is suitable for a temporary safe parking site in the short-term and a permanent supportive housing facility or an affordable housing development in the long-term; and

**WHEREAS**, OLYMPIA and the COUNTY wish to enter into an Interlocal Agreement to jointly and equally share the costs of the purchase and development of the property located on Franz Anderson Road SE to create a temporary safe parking site for homeless persons vehicle camping along Ensign Road and other places in OLYMPIA and the COUNTY; and

**WHEREAS**, in March 2021, the American Rescue Plan Act of 2021 (ARPA) established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide State, local, and Tribal Governments with the resources needed to respond to the pandemic and its economic effects; and

**WHEREAS**, local governments may transfer SLFRF funds to each other provided the entity receiving the funds agrees to certain conditions applicable to a subrecipient; and

**WHEREAS**, the COUNTY will be using and transferring SLFRF funds to OLYMPIA for the Franz Anderson Property;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, OLYMPIA and the COUNTY agree as follows:

**1. Purpose/Objective**

The purpose of this Agreement, based on the 12/15/21 MOU which is attached as Exhibit “A”, is to create a temporary safe parking site or other emergency housing facility as may be agreed to by the Parties on Franz Anderson Road SE upon real property (hereinafter “the Property”), as legally described in Exhibit “B” attached hereto, and generally shown in Exhibit “C,” located in the City of Olympia, Thurston County, Washington, for homeless persons residing or camping in recreational vehicles, automobiles, or trailers along Ensign Road and other places in OLYMPIA and the COUNTY, and to provide the basis for OLYMPIA and the COUNTY to jointly and equally share the costs of the Property purchase and development, and to jointly and equally share in the costs for operations and management of the Property, with the Regional Housing Council (RHC) partners with the intention of creating a temporary Safe Parking Site for individuals residing along Ensign Road, and other places in the County.

**2. Scope of Agreement/Work**

The responsibilities of OLYMPIA and the COUNTY are as follows:

- A. The Parties shall jointly and equally share in the costs of purchase and development of the Property to create a temporary safe parking site or other emergency housing facility as may be agreed to by the Parties for homeless persons vehicle camping along Ensign Road, and other places in OLYMPIA and the COUNTY or other individuals experiencing homelessness in Thurston County as the Parties may agree.
- B. The Parties shall jointly and equally share costs for the acquisition and preparation of the Property, including but not limited to plans and reports necessary to support acquisition and development of the Property into a safe parking site or other emergency housing facility as may be agreed to by the Parties.
- C. The COUNTY and OLYMPIA acknowledge this is a regional facility and agree that both the COUNTY and OLYMPIA will provide and coordinate funding support through the Regional Housing Council (RHC) for ongoing management of the facility for three years, including 24-hour per day/seven days per week staffing, social service support, hygiene, utilities, trash removal, community and neighborhood relations, and other services and support to effectively manage the safe parking site facility or other emergency housing facility as may be agreed to by the Parties. Funds under the purview of the RHC, including a County-wide Home Fund should one be created,

will be requested and may be used to offset the cost of development and management of the Property as described in this agreement. COUNTY and OLYMPIA participation in the operation and management of the project is contingent on this funding support by the RHC.

- D. The Parties agree the future long-term purpose of the Property is for a permanent supportive low-income housing facility or an affordable housing development.
- E. OLYMPIA will purchase, and be the lead agency on developing, and managing this safe parking site facility, and that all expenses will be shared equally among the Parties as described in this Agreement, including reasonable project administration costs.
- F. Each Party to this Agreement is responsible for paying the full cost of its respective staff members to support this project, except for project management services that may be provided by OLYMPIA's engineering services personnel for planning, contracting and developing the site.
- G. Each Party shall also support the other with technical assistance and support for grant funding through state and federal sources.
- H. Funds will be requested and used to offset the cost of acquisition, development and management of the Property as described in this Agreement.
- I. The Parties will jointly and annually prepare a report to their respective governing bodies detailing the costs of operations and key program metrics, as identified by the Parties as part of a written operating agreement to be drafted by the Parties.
- J. The Parties shall jointly participate in any neighborhood outreach or communications to facilitate open communications between OLYMPIA and the COUNTY, residents and surrounding businesses, or property owners.
- K. OLYMPIA, as a recipient of SFLRF funds from the COUNTY, agrees to comply with the conditions, that are attached and incorporated herein by reference as Exhibit "D."

### **3. Method of Payment**

- A. OLYMPIA and COUNTY will pay one-half the acquisition and closing costs for the Property. OLYMPIA and COUNTY will deposit in escrow their share of said funds for Closing no later than the Closing date on March 15, 2022.
- B. OLYMPIA will invoice COUNTY monthly for the costs associated with preparation of the Property for a safe parking site or other emergency housing facility as may be

agreed to by the Parties, including but not limited to necessary support services.

- C. Upon completion of the work set forth in the invoice, payment will be made by COUNTY to OLYMPIA within thirty (30) days of receipt of an invoice from OLYMPIA
- D. OLYMPIA will contract for a service provider to provide 24-hour per day seven day per week operational support for the facility. Under the direction of the Regional Housing Council the Parties agree to fund the operations of the facility including staffing, utilities, garbage/solid waste disposal and other reasonable costs of operations and maintenance of the facility from the date of completion. OLYMPIA will invoice COUNTY for operations costs as set forth in Section 3.B. COUNTY shall only pay invoices for its Regional Housing Council-approved share of operations, management, and development costs to OLYMPIA within thirty (30) days of receipt.

**4. Indemnification & Insurance**

- A. The COUNTY agrees to defend, indemnify and hold OLYMPIA, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with the COUNTY's performance of the Agreement, except to the extent such injuries and damages are caused by the negligence of OLYMPIA.
- B. OLYMPIA agrees to defend, indemnify and hold the COUNTY, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with OLYMPIA's performance of this Agreement, except to the extent such injuries and damages are caused by the negligence of the COUNTY.

**5. Duration of Agreement**

This Agreement shall be effective until terminated in the manner described under the termination section of this Agreement.

**6. Termination of Agreement**

This Agreement may be terminated upon ninety (90) days' written notice to the other Party using the method of notice provided for in this Agreement in Section 11 below.

**7. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and the COUNTY, and supersedes any and all prior agreements, oral or otherwise, with respect to the subject matter addressed herein.

**8. 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 where permitted by law, shall 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.

**9. Posting or Recording**

Prior to its entry into force, this Agreement shall be posted upon the websites of the Parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

**10. Employment Relationship**

Employees of each Party shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Agreement shall not change that relationship for any purpose. Neither Party shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each Party's responsibilities to its own employees for workplace injuries shall remain unchanged by this Agreement.

**11. Notice/Contract Representative**

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA  
Attn: Keith Stahley  
Assistant City Manager  
City of Olympia  
PO Box 1967  
Olympia, WA 98507-1967  
[kstahley@ci.olympia.wa.us](mailto:kstahley@ci.olympia.wa.us)  
360.753.8227

THURSTON COUNTY  
Attn: Thomas Webster  
Thurston County  
412 Lilly Road  
Olympia, WA 98506  
[Thomas.webster@co.thurston.wa.us](mailto:Thomas.webster@co.thurston.wa.us)  
360.280.6265

**12. Records**

Each party shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this interlocal agreement. Any public records request addressed to the Parties as if this interlocal created a separate legal entity, shall be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented.

**13. Jurisdiction and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this Agreement shall be in the Superior Court of Washington for Thurston County.

**14. Effective Date**

This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040 or upon the final signature date affixed hereto, whichever occurs first.

<b>CITY OF OLYMPIA</b>	<b>THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS</b>
<hr/>	<hr/>
Steven J. Burney, City Manager	Commissioner Carolina Mejia, Chair
Date: <hr/>	<hr/>
Approved as to form:	Commissioner Tye Menser, Vice-Chair
 <b>Mark Barber</b> <hr/>	<hr/>
Mark Barber, City Attorney	Commissioner Gary Edwards
	Approved as to form: Thurston County Prosecuting Attorney
	<hr/>
	Elizabeth Petrich, Deputy Prosecuting Attorney

# **EXHIBIT "A"**

## **MEMORANDUM OF UNDERSTANDING**

The City of Olympia and Thurston County desire to create a clear understanding of their working relationship related to ongoing efforts to address the impacts of unsheltered/homeless individuals living along Ensign Road in particular and other streets and encampments located throughout the community.

**The City and County, hereinafter the Parties, find the following to be true:**

- A. Unsheltered and unmanaged homelessness constitute a public health emergency and require the County and City to coordinate their resources and actions.
- B. Neither the City nor the County have sufficient resources to address the ongoing impacts or needs of unsheltered homelessness.
- C. There currently is no shelter or sanctioned safe parking area to address the needs and impacts of individuals living in vehicles on public streets.
- D. Camping along Ensign Road is detrimental to the health and safety of the individuals living there and surrounding businesses, property owners and visitors.
- E. Camping along Ensign Road is having unacceptable impacts on operations at St. Peter Hospital.
- F. Camping along Ensign Road is having unacceptable negative impacts on emergency medical first responders accessing St. Peter Hospital.
- G. Camping along Ensign Road is negatively impacting the ability of public transit vehicles to safely navigate Ensign Road.
- H. Camping along Ensign Road is impacting the ability of the public to use Ensign Road and the bike lanes and sidewalks in that roadway.
- I. Camping along Ensign Road is having negative impacts on surrounding wetlands and streams.
- J. A safe parking facility is needed to address these concerns.

**Therefore, the Parties agree:**

- K. To jointly and equally share in the costs of purchase, development and management of the Franz Anderson property (hereinafter "the Property") with the Regional Housing Council (RHC) partners, with the intention of creating a temporary Safe Parking Site for individuals residing along Ensign Road, and other places in the County.
- L. No more than fifty recreational vehicles shall be accommodated on the Property.
- M. To jointly and equally share the costs for the acquisition and preparation of the Property, including but not limited to plans and reports necessary to support acquisition and development of the property into a safe parking facility.
- N. For both the County and City to provide and coordinate funding support through the Regional Housing Council (RHC) for ongoing management of the facility for three years,



including 24 hour per day staffing, social service support, hygiene, utilities, trash removal, community and neighborhood relations, and other services and support to effectively manage the facility. County and City participation in this project is contingent on this funding support by the RHC.

- O. For the County and City to negotiate and execute an Interlocal Agreement for the acquisition and operation of the Property.
- P. The long-term purpose of the Property is for a permanent supportive housing facility or an affordable housing development.
- Q. The safe parking facility will be operated on the Property for no more than three years.
- R. The City of Olympia agrees to take the lead on purchasing, developing and managing this facility and that all expenses will be shared among all the Parties as described in this agreement including reasonable project administration costs.
- S. Each jurisdiction is responsible for paying the full cost of its staff members to support this project.
- T. To support one another with technical assistance and support for grant funding through state and federal sources.
- U. Funds under the purview of the RHC, including a County-wide Home Fund should one be created, will be requested and may be used to offset the cost of development and management of the Property as described in this agreement.
- V. Other members of the RHC may participate in this program by contributing a proportionate share of the acquisition, development and operations costs.
- W. The parties will jointly and annually prepare a report to their respective governing bodies detailing the costs of operations and key program metrics as identified by the parties as part of the operating agreement.
- X. To jointly participate in any neighborhood or site councils to facilitate open communications between the site operator, residents and surrounding businesses, neighbors and property owners.

**Now Therefore:**

The Parties agree to jointly prepare all necessary agreements to achieve the goals of this Memorandum of Understanding, direct their respective staff to work collaboratively towards this end and present said agreements to their respective governing bodies for their consideration without delay.

Signed and agreed this 15th, day of December, 2021:

Steven J. Burney  
Steven J. Burney, City Manager  
City of Olympia

Ramiro A. Chavez  
Ramiro Chavez, County Manager  
Thurston County

Approved as to Form:

**Mark Barber**

City Attorney

Approved as to Form:

*Elizabeth Petrich*

Deputy Prosecuting Attorney

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

**Seller - Kaufman Holdings, Inc.**

PARCEL A:

TRACT 10 AND THAT PORTION OF TRACT 11 OF COLLEGE CITY BERRY TRACTS, AS RECORDED IN VOLUME 9 OF PLATS, PAGE 7, LYING NORTHWESTERLY OF PRIMARY STATE HIGHWAY NO. 1, EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED JANUARY 15, 1957 UNDER AUDITOR'S FILE NO. 580057, JANUARY 24, 1957 UNDER AUDITOR'S FILE NO. 580325 AND JULY 3, 1985 UNDER AUDITOR'S FILE NO. 8507030084.

PARCEL C:

THE SOUTH 65 FEET OF THE EAST 200 FEET OF TRACT 3 OF LEACH'S JOHNSON HILL TRACTS, AS RECORDED IN VOLUME 10 OF PLATS, PAGE 2.

PARCEL C1:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 12 FEET OF THE SOUTH 77 FEET OF THE EAST 200 FEET OF TRACT 3 OF LEACH'S JOHNSON HILL TRACTS, AS RECORDED IN VOLUME 10 OF PLATS, PAGE 2.

PARCEL D:

TRACT 4 OF LEACH'S JOHNSON HILL TRACTS, AS RECORDED IN VOLUME 10 OF PLATS, PAGE 2.

PARCEL E:

TRACT 5 OF LEACH'S JOHNSON HILL TRACTS, AS RECORDED IN VOLUME 10 OF PLATS, PAGE 2.

SITUATE IN THURSTON COUNTY, WASHINGTON.

**Seller - Kaufman Real Estate, LLC**

PARCEL B:

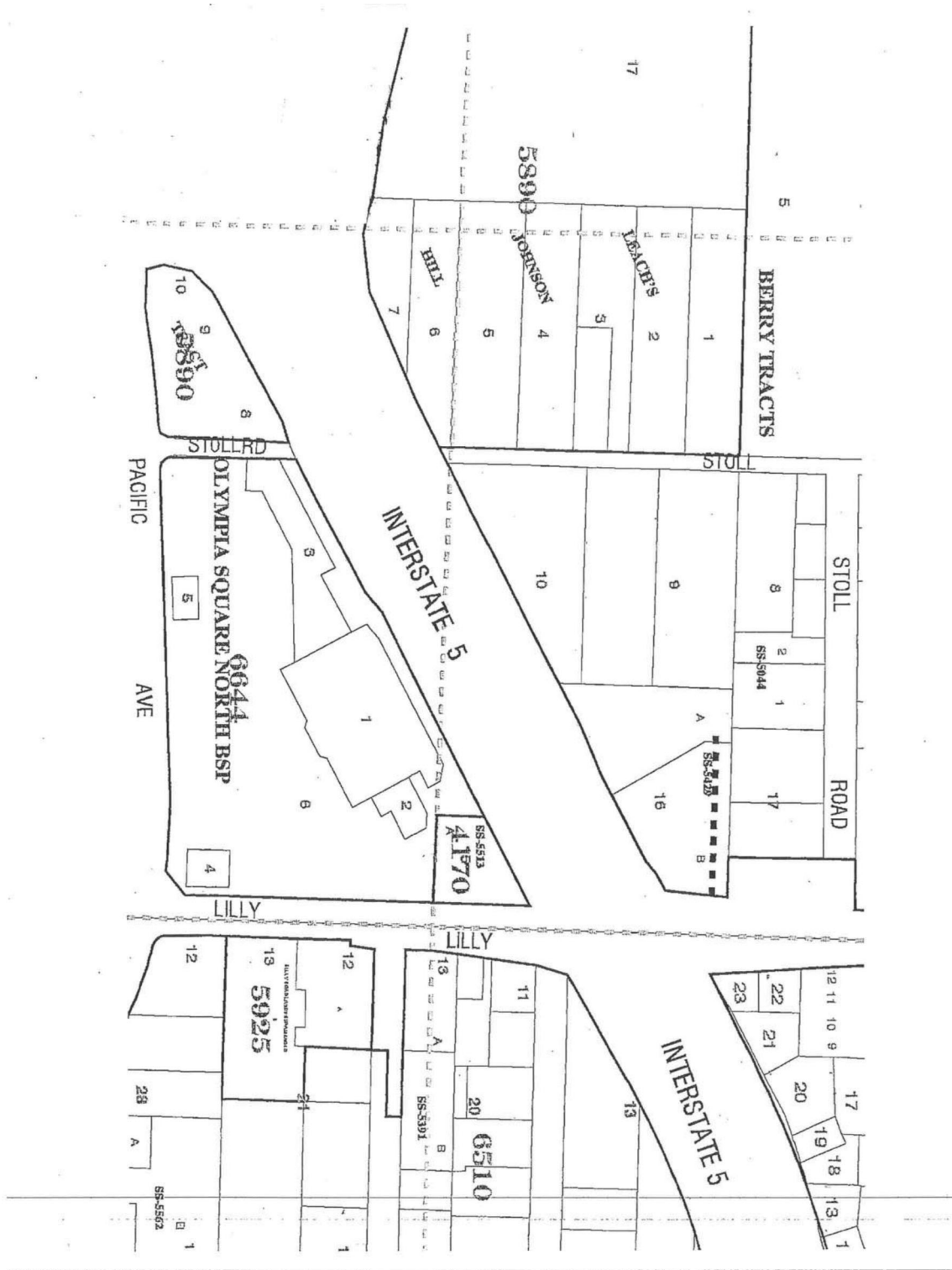
TRACT 3 OF LEACH'S JOHNSON HILL TRACTS, AS RECORDED IN VOLUME 10 OF PLATS, PAGE 2, EXCEPT THE SOUTH 65 FEET OF THE EAST 200 FEET THEREOF.

PARCEL F:

TRACT 6 OF LEACH'S JOHNSON HILL TRACTS, AS RECORDED IN VOLUME 10 OF PLATS, PAGE 2; EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS RECORDED DECEMBER 21, 1956 UNDER AUDITOR'S FILE NO. 579323 AND FEBRUARY 20, 1985 UNDER AUDITOR'S FILE NO. 8502200047.

SITUATE IN THURSTON COUNTY, WASHINGTON.

**EXHIBIT "C"**  
**GENERAL VICINITY SKETCH**



## EXHIBIT “D”

This agreement includes a transfer of American Recovery Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from Thurston County to the City of Olympia. In accordance with the US Department of the Treasury Final Rule, dated January 27, 2022, the City of Olympia is designated as a subrecipient and payments made by Thurston County using SLFRF funds are subawards.

This agreement contemplates the use of additional federal funds not currently identified. If additional federal funds are awarded for services identified in this Interlocal Agreement, including construction, the County and City agree to amend the agreement to add additional subrecipient information.

### **Federal Award Identification: American Recovery Plan Act (ARPA) Coronavirus State and Local Fiscal Relief Fund (SLFRF), Assistance Listing 21.027**

Subrecipient:	City of Olympia, Washington
Subrecipient Unique Entity Identifier:	[Information to be provided]
Federal Award Identification Number:	Not provided by US Department of the Treasury
Federal Award Date:	March 3, 2021
Subaward Period of Performance:	December 15, 2021 – December 31, 2024
Subaward Budget Period:	December 15, 2021 – December 31, 2024
Amount of SLFRF Obligated for the property purchase:	\$1,500,000
Total SLFRF Funds Obligated to this subrecipient as of February 15, 2022:	\$1,500,000
Total Federal Funds Obligated to this subrecipient as of February 15, 2022:	\$1,500,000
Federal Awarding Agency:	US Department of the Treasury
Recipient (pass-thru entity):	Thurston County, Washington
Recipient Awarding Official:	Robin Campbell, Assistant County Manager 360-709-3063 <a href="mailto:campber@co.thurston.wa.us">campber@co.thurston.wa.us</a>
Indirect Cost Rate:	No indirect costs will be charged for this project

### **Subrecipient Requirements**

The project funded under this agreement is the purchase, development and operation of property to provide shelter to homeless individuals as described in the Interlocal Agreement.

This program includes a capital expenditure that exceeds \$1 million. A Memorandum of Understanding between the County and the City dated December 15, 2021 and a Real Estate Purchase and Sale Agreement entered into by the City in anticipation of the joint project show significant steps toward obligating SLFRF funds have been taken prior to January 6, 2022. This precludes the need for written justification for a capital project under the SLFRF Final Rule.

This program is intended to benefit low income households, a group US Department of the Treasury presumes as disproportionately impacted by the pandemic. Improvements to a vacant property, including rehabilitation, maintenance, renovation, demolition or deconstruction, and cleanup and conversion to affordable housing is an allowable use of funds to respond to the disproportionate impact

## **EXHIBIT “D”**

of the pandemic on low income households. In operating this site, the subrecipient must ensure users of this site meet the US Treasury definition of low income.

Payment for the purchase of the Franz Anderson property shall be made by the County to an escrow account in an amount not to exceed \$5,000,000 upon completion of all requirements of the property purchase. The property shall be considered an asset of the City for the purpose of this agreement. If the real property is no longer needed for the purpose identified in the Interlocal Agreement, the City must obtain disposition instructions from the County.

Each calendar quarter the City shall provide sufficient information to enable the County to meet reporting requirements of the SLFRF as directed by US Department of the Treasury.

The City is a local government municipality subject to the Federal Single Audit Act and audited regularly by the Washington State Auditor’s Office. This is a low risk subrecipient.

**Assessment of Subrecipient Risk of Noncompliance (2 CFR 200.332b):**

- 1) Experience – Low; the city has significant experience administering federal funds.
- 2) Prior Audits – Low; no related findings.
- 3) Change in personnel or systems – Low; no significant recent changes in staff who will administer these funds.
- 4) Results of Federal Monitoring – Low; no recent monitoring or concerns.

**Monitoring Plan based on Combined Low Risk:**

- a) Monthly meetings to monitor award progress.
- b) Review of reimbursement requests with supporting documentation.
- c) Review of Procurement Documents and Contract Files.
- d) Review of Required Performance Reports.
- e) Review of Single Audits performed during the period of performance, including follow-up on findings as applicable.

By signing this agreement, the City is confirming that they are not suspended, disbarred or otherwise excluded from participation in federal assistance.

The City shall maintain effective internal controls to provide reasonable assurance the federal award is managed in accordance with applicable rules and regulations.

Federal funds shall not be used as cost sharing or to meet matching requirements of other federal awards.

In the event federal funds are used for purposes other than the purchase of the Franz Anderson property, the City must comply with procurement rules of 2 CFR 200.317 – 327.

The City shall submit to the county an annual report of the status of real property acquired using federal funds under this agreement.

The City must make available upon request of the County or an auditor all records and financial statements as necessary to meet monitoring requirements.

## EXHIBIT “D”

Financial records, supporting documents and all other records relating to the Interlocal Agreement must be retained for five years following the final disposition of the Franz Anderson property.

No expenditures of SLFRF costs shall be incurred after December 31, 2024, unless the cost is allowable under the terms of this agreement including any amendments signed by both parties, SLFRF funding is available, the award period in the agreement is extended, and an obligation is authorized by the County.

At the end of the Interlocal Agreement, all reports required for close-out of the award will be provided by the city no later than 90 days following the end date of performance.

Costs paid with federal funds must be allowable and allocable in accordance with 2 CFR 200 Subpart E, Cost Principles.

The City is subject to 2 CFR 200 Subpart F, Audit Requirements.

This agreement is subject to termination in the event of non-compliance with the terms of this agreement. If the agreement is terminated, the County will provide a written notice of the reason for the termination, the effective date of the termination and the portion to be terminated. Prior to termination, the County and the City will come to an agreement of any settlement due to the City for services provided.

Additional regulations that apply to this award, without limitation, include

- Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR. Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19. 3 9. b. v. vi. vii. viii. ix. c. i. ii. iii. iv. v. 10. 11. 12. 13. 14. a. b. 15.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- New Restrictions on Lobbying, 31 CFR Part 21. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
- Hatch Act (5 USC §§ 1501 – 1508 and 7324 – 7328), which limits certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- Protections for Whistleblowers (41 USC §§ 4712).



## **EXHIBIT “D”**

The subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Any publications produced with funds from this award must display the following language: “This project is supported, in whole or in part, by federal award under assistance listing number 21.027 awarded to Thurston County by the US Department of the Treasury.”