



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Tuesday, July 12, 2022

7:00 PM

Council Chambers/Online and  
Via Phone

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### Register to Attend:

[https://us02web.zoom.us/webinar/register/WN\\_jBVAwu25Szyt2YBk\\_hOeew](https://us02web.zoom.us/webinar/register/WN_jBVAwu25Szyt2YBk_hOeew)

## 1. ROLL CALL

### 1.A ANNOUNCEMENTS

### 1.B APPROVAL OF AGENDA

## 2. SPECIAL RECOGNITION

- 2.A [22-0664](#) Special Recognition - Olympia Downtown Ambassador Program and Clean Team 10 Year Anniversary

Attachments: [Proclamation](#)

- 2.B [22-0663](#) Approval of a Resolution Declaring the City of Olympia to be a Sanctuary City for Reproductive Health Care and Abortion Services as Permitted by Washington State Law and Recognizing the Right to Reproductive Choice

Attachments: [Resolution](#)

## 3. PUBLIC COMMENT

*(Estimated Time: 0-30 Minutes) (Sign-up Sheets are provided in the Foyer.)*

*During this portion of the meeting, community members may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.*

*Individual comments are limited to two (2) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.*

## COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

**4. CONSENT CALENDAR***(Items of a Routine Nature)*

- 4.A**    [22-0626](#)    Approval of the June 21, 2022 City Council Meeting Minutes  
  
**Attachments:**    [Minutes](#)
- 4.B**    [22-0646](#)    Approval of the Draft Program Year 2022 Community Development Block Grant (CDBG) Annual Action Plan  
  
**Attachments:**    [FY 2022 Allocation Letter](#)  
                          [Draft PY 2022 Annual Action Plan](#)  
                          [Draft PY 2022 Budget](#)
- 4.C**    [22-0650](#)    Approval of a Bid Award for the Union Avenue and McCormick Street Watermain Replacement Project  
  
**Attachments:**    [Summary of Bids](#)  
                          [Vicinity Map](#)
- 4.D**    [22-0599](#)    Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services  
  
**Attachments:**    [Resolution](#)  
                          [Agreement](#)
- 4.E**    [22-0600](#)    Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services  
  
**Attachments:**    [Resolution](#)  
                          [Agreement](#)
- 4.F**    [22-0611](#)    Approval of a Resolution Authorizing the First Amendment to an Intergovernmental Agreement between the Cities of Olympia, Lacey, Tenino, Tumwater, and Yelm and Thurston County and for Law Enforcement Records Management System  
  
**Attachments:**    [Resolution](#)  
                          [Agreement](#)
- 4.G**    [22-0647](#)    Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Transportation to Address Encampments Along State-Owned Rights-of-Way  
  
**Attachments:**    [Resolution](#)  
                          [Agreement](#)
- 4.H**    [22-0648](#)    Approval of a Resolution Authorizing an Agreement between the cities of Olympia, Lacey, Tumwater; Washington State Departments of Commerce and Transportation, Washington State Patrol; and Thurston County for

## Transitioning People Out of State-Owned Rights-of-Way

**Attachments:** [Resolution](#)  
[Agreement](#)

- 4.I [22-0651](#) Approval of a Resolution Authorizing Grant Funding for the Boulevard Road Trail Crossing and Bike Corridor Safety Improvements Project  
**Attachments:** [Resolution](#)  
[Agreement](#)  
[Vicinity Map](#)
- 4.J [22-0652](#) Approval of a Resolution Authorizing a Ground Lease with T-Mobile West, LLC for Ground Space at the Elliott Avenue Water Tower Site  
**Attachments:** [Resolution](#)  
[Agreement](#)
- 4.K [22-0654](#) Approval of a Resolution Authorizing an Interlocal Agreement Between the Cities of Olympia, Lacey and Tumwater and Thurston County for Collaboration on Request for Proposals for Public, Education, and Government (PEG) Services  
**Attachments:** [Resolution](#)  
[Agreement](#)
- 4.L [22-0655](#) Approval of a Resolution Authorizing the 2020 Home Fund Grant Agreement with The Family Support Center of South Sound for \$1,000,000  
**Attachments:** [Resolution](#)  
[Agreement](#)  
[Award Letter](#)
- 4.M [22-0656](#) Approval of a Resolution Authorizing the 2021 Home Fund Grant Agreement with The Family Support Center of South Sound for \$400,000  
**Attachments:** [Resolution](#)  
[Agreement](#)  
[Award Letter](#)
- 4.N [22-0657](#) Approval of a Resolution Authorizing the 2022 Home Fund Grant Agreement with The Family Support Center of South Sound for \$1,100,000  
**Attachments:** [Resolution](#)  
[Agreement](#)  
[Award Letter](#)
- 4.O [22-0658](#) Approval of a Resolution Approving in Substantially Final Form Documents Relating to the Development and Construction of a Project by The Family Support of South Sound for Extremely Low-Income Families  
**Attachments:** [Resolution](#)

#### 4. SECOND READINGS (Ordinances)

- 4.P [22-0604](#) Approval of an Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending Section 9.48.012 of the Olympia Municipal Code  
*Attachments:* [Ordinance](#)

#### 4. FIRST READINGS (Ordinances)

- 4.Q [22-0660](#) Approval of an Ordinance Amending Ordinance 7320 (Second Quarter Budget Amendment)  
*Attachments:* [Ordinance](#)

#### 5. PUBLIC HEARING - NONE

#### 6. OTHER BUSINESS

- 6.A [22-0641](#) Olympia Strong Kick Off: A Roadmap for Economic Resiliency  
*Attachments:* [Timeline and Deliverables](#)  
[Community Engagement Framework 6\\_30\\_2022](#)  
[Climate Analysis](#)  
[Equity Analysis](#)  
[Link to Engage Olympia Webpage](#)

#### 7. CONTINUED PUBLIC COMMENT

*(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)*

#### 8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

#### 9. CITY MANAGER'S REPORT AND REFERRALS

#### 10. ADJOURNMENT

*The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.*





## City Council

### Special Recognition - Olympia Downtown Ambassador Program and Clean Team 10 Year Anniversary

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 2.A  
**File Number:**22-0664

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**Type:** recognition **Version:** 1 **Status:** Recognition

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#### **Title**

Special Recognition - Olympia Downtown Ambassador Program and Clean Team 10 Year Anniversary

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Recognize Olympia Downtown Ambassador Program and Clean Team 10 Year Anniversary.

#### **Report**

##### **Issue:**

Whether to recognize Olympia Downtown Ambassador Program and Clean Team 10 Year Anniversary.

##### **Staff Contact:**

Mike Reid, Economic Development Director, 360-753-8591

##### **Presenter(s):**

Mike Reid, Economic Development Director

##### **Background and Analysis:**

The Olympia Downtown Ambassador Program and Clean Team first launched in service to the downtown Olympia community in July 2012 and will be recognized for 10 years of service to the community.

##### **Attachments:**

Proclamation

**PROCLAMATION**

*WHEREAS, the Olympia Downtown Ambassador Program and Clean Team first launched in service to the downtown Olympia community in July 2012;*

*WHEREAS, July 2022 marks 10 years of service to the Olympia Community; and*

*WHEREAS, the mission of the Ambassador and Clean Team programs is to make a safe and welcoming downtown for everyone; and*

*WHEREAS, these two programs have routinely been recognized and identified integral parts of adding to the vibrancy of downtown; and*

*WHEREAS, the Downtown Ambassadors are proactive, solution focused, with a commitment to customer service for everyone they encounter; and*

*WHEREAS, the Clean Team serves this community seven days a week with an resilient, positive attitude and commitment that adds to the beauty of our City; and*

*WHEREAS, the Downtown Ambassadors and Clean Team are a true embodiment of the Vision that the City of Olympia holds of “A Vibrant, Healthy, Beautiful Capital City; and*

*WHEREAS, the Clean Team and Downtown Ambassadors are the models of the values City of Olympia: Compassion, Integrity, and Effectiveness ; and*

*NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby honor*

***THE DOWNTOWN AMBASSADOR AND CLEAN TEAM***

*for their 10 years of dedicated service to the residents of Olympia.*

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 12<sup>th</sup> DAY OF JULY 2022.***

***OLYMPIA CITY COUNCIL***

***Cheryl Selby  
Mayor***



## City Council

# Approval of a Resolution Declaring the City of Olympia to be a Sanctuary City for Reproductive Health Care and Abortion Services as Permitted by Washington State Law and Recognizing the Right to Reproductive Choice

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 2.B  
**File Number:**22-0663

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**Type:** recognition **Version:** 1 **Status:** Resolution-Not Consent

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### Title

Approval of a Resolution Declaring the City of Olympia to be a Sanctuary City for Reproductive Health Care and Abortion Services as Permitted by Washington State Law and Recognizing the Right to Reproductive Choice

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve a Resolution declaring the City of Olympia to be a Sanctuary City for reproductive health Care and abortion services as permitted by Washington State Law and recognizing the right to reproductive choice.

### Report

#### Issue:

Whether to approve a Resolution declaring the City of Olympia to be a Sanctuary City for reproductive health Care and abortion services as permitted by Washington State Law and recognizing the right to reproductive choice.

#### Staff Contact:

Susan Grisham, Assistant to the City Manager, 360-753-8244

#### Presenter(s):

Olympia City Council

#### Background and Analysis:

On May 2, 2022, we learned that the United States Supreme Court was likely to overturn Roe v. Wade, a landmark decision in which the Court ruled that the United States Constitution protects a

pregnant woman's liberty to choose to have an abortion without excessive government restrictions.

On June 14, Councilmember Parshley, with the support of Councilmember Huynh and Councilmember Payne put forward a referral requesting staff to develop a resolution clearly stating Olympia's position on reproductive rights; that staff research options regarding on what a Washington State city can enact and fund that will support choice and reproductive rights and the Community Livability and Public Safety Committee to add the topic to their 2023 and 2024 work plans. The Council supported moving forward with the Resolution.

On June 24, 2022, the Supreme Court overturned Roe, turning back 50 years of a guaranteed constitutional right to abortion and reproductive choice.

The Olympia City Council puts forward this Resolution and subsequent actions to demonstrate the City's values, declaring the City of Olympia to be a sanctuary city for reproductive health care and abortion services as permitted by Washington state law, and recognizing a woman's right to reproductive choice.

**Neighborhood/Community Interests (if known):**

The right to reproductive choice is vital to the ability of women and people who can get pregnant to protect the liberty, health and financial stability of their families.

**Options:**

1. Approve the Resolution.
2. Do not approve the Resolution.
3. Make changes to the Resolution and approve as amended.

**Financial Impact:**

There is no cost associated with passing the Resolution. Financial impacts related to future actions will be determined as they come forward.

**Attachments:**

Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
DECLARING THE CITY OF OLYMPIA TO BE A SANCTUARY CITY FOR REPRODUCTIVE  
HEALTH CARE AND ABORTION SERVICES AS PERMITTED BY WASHINGTON STATE LAW,  
AND RECOGNIZING A WOMAN’S RIGHT TO REPRODUCTIVE CHOICE**

**WHEREAS**, the Olympia City Council has a demonstrated history of declaring Olympia to be a safe haven and sanctuary to those who are politically persecuted by declaring Olympia a Sanctuary City; and

**WHEREAS**, prior to the Supreme Court of the United States overturning *Roe v. Wade* in *Dobbs v. Jackson Women’s Health Organization*, *Roe* had guaranteed a constitutional right to an abortion for nearly 50 years and a woman’s right to reproductive choice; and

**WHEREAS**, the Pew Research Center has reported a majority of the American public disapproves of the Supreme Court’s decision to overturn *Roe v. Wade* with 62% of Americans saying abortion should be legal in all or most cases, and that this majority view is little changed since before the Supreme Court’s decision in *Dobbs*; and

**WHEREAS**, the Pew Research Center survey also revealed that 62% of women disapprove of the Supreme Court’s decision to end the federal right to an abortion and that more than twice as many women strongly disapprove of the Court’s decision (47%) as strongly approve (21%); and

**WHEREAS**, the implications of the Supreme Court overturning *Roe v. Wade* will cause a strain on health care clinics that provide abortion services; threats to the public safety of all persons involved in the abortion process; exacerbation of the number of unwanted pregnancies coming to term; an increase in economic hardships for women and all people who can become pregnant forced to bear a child; and potentially putting other human rights at risk in the future; and

**WHEREAS**, the repeal of reproductive rights puts all rights to personal privacy at risk, including the right to use contraceptives as part of family planning, the right to marry a same sex partner, and the right to marry a person of a different race; and

**WHEREAS**, abortion is an essential reproductive health service, and its availability is an important part of every person’s right to safe and accessible health care; and

**WHEREAS**, that right to reproductive choice is vital to the ability of women and people who can get pregnant to protect the liberty, health and financial stability of their families; and

**WHEREAS**, Washington State law protects the individual fundamental right of privacy especially as it relates to personal reproductive decisions and shall not deny or interfere with a birthing person’s fundamental right to choose or refuse to have an abortion; and

**WHEREAS**, other state governments across the nation are passing laws that expressly ban abortion in those states; and

**WHEREAS**, some of this legislation also threatens those who receive abortions, as well as healthcare providers, with prison time;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The City of Olympia expands its Sanctuary City status to include reproductive health; and
2. The City of Olympia is expressly and unequivocally Pro Choice; and supports the reproductive rights of all people and condemns any attempt to restrict, prohibit, or otherwise impede access to safe and legal abortion and reproductive health care; and
3. The City of Olympia shall refuse any requests that are an extension of any federal policy or policy of another state requiring enforcement actions against those seeking or receiving abortion care or services and shall not enter into any agreements to carry out enforcement actions of other jurisdictions, but leave such actions to those authorities; and
4. The Olympia City Council directs staff to research tools available to Washington cities that support choice and reproductive rights to include:
  - Financial assistance to reproductive rights and choice providers to assist lower income/marginalized community members;
  - Balancing First Amendment rights and a right to access medical care and reproductive health care;
  - Conduct outreach to local reproductive health and choice providers to learn how the City of Olympia can facilitate or partner with them to best support their services; and
  - Providing a resource for reproductive healthcare rights education including a directory of service providers and ensuring local crisis pregnancy clinics display factual signage and share accurate information about their services; and
  - Actions other cities are taking across the country to support and protect choice and reproductive rights.
5. The Olympia City Council directs the Community Livability and Public Safety Committee to add the items in Section 4 to their 2023 and 2024 Work Plan.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

**Mark Barber**  
\_\_\_\_\_  
CITY ATTORNEY



City Hall  
601 4th Avenue E.  
Olympia, WA 98501  
360-753-8244

## City Council

### Approval of the June 21, 2022 City Council Meeting Minutes

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.A  
**File Number:**22-0626

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**Type:** minutes **Version:** 1 **Status:** Consent Calendar

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**Title**

Approval of the June 21, 2022 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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Tuesday, June 21, 2022

7:00 PM

Council Chambers, Online and Via  
Phone

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**Register to Attend Virtually:**

[https://us02web.zoom.us/webinar/register/WN\\_IGmjQWLqSUIubF-ts22zvA](https://us02web.zoom.us/webinar/register/WN_IGmjQWLqSUIubF-ts22zvA)

### 1. ROLL CALL

**Present:** 6 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Y n Hu nh, Councilmember Dani Madrone and Councilmember Dontae Payne

**Excused:** 1 - Councilmember Lisa Parshley

### 1.A ANNOUNCEMENTS

City Manager Jay Burney introduced newly appointed Police Chief Rich Allen. Chief Allen said a few words.

### 1.B APPROVAL OF AGENDA

The agenda was approved.

### 2. SPECIAL RECOGNITION - NONE

### 3. PUBLIC COMMENT

The following people spoke: Marilyn Freeman, Janine L., Karl Young, Walter Jorgensen, Jim Lazar, Charlotte Persons, and Jimmy Mateson.

### 4. CONSENT CALENDAR

**4.A** [22-0608](#) Approval of June 14, 2022 City Council Study Session Meeting Minutes

**The minutes were adopted.**

**4.B** [22-0607](#) Approval of June 14, 2022 City Council Meeting Minutes

**The minutes were adopted.**

**4.C** [22-0609](#) Approval of Bills and Payroll Certification

Payroll check numbers 93571 through 93576, 93589 through 93629, and Direct Deposit



transmissions: Total: \$5,355,475.75; Claim check numbers 3747077 through 3747236 and 3747247 through 3747651: Total: \$9,743,729.00.

**The decision was adopted.**

- 4.D [22-0575](#) Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between the City of Olympia and Urban Olympia 9 LLC for The Madrone Apartments

**The resolution was adopted.**

- 4.E [22-0576](#) Approval of a Resolution Authorizing a Multifamily Housing Tax Agreement Between City of Olympia and Urban Olympia 7A LLC for Market Flats

**The resolution was adopted.**

- 4.F [22-0587](#) Approval of a Resolution Authorizing a Lease Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project

**The resolution was adopted.**

- 4.G [22-0590](#) Approval of a Resolution Authorizing a Funding Agreement with Catholic Community Services for the Quince Street Village Tiny Home Project

**The resolution was adopted.**

- 4.H [22-0591](#) Approval of a Resolution Authorizing an Interlocal Agreement with the State of Washington Department of Commerce for Infrastructure Improvements and Operating Expenses for a Tiny House Village on Franz Anderson Road

**The resolution was adopted.**

- 4.I [22-0592](#) Approval of a Resolution Authorizing a Latecomer Agreement with Tradewinds Investment Group, LLC for a Sewer Line Installed on Karen Frazier Road

**The resolution was adopted.**

- 4.J [22-0598](#) Approval of a Resolution Finding that Basic Life Support Transport Provided by Private Ambulance Services in Olympia is Inadequate and Approving the Issue of 60-day Notices to Make Improvements to Private Ambulance Services Operating Within Olympia

**The resolution was adopted.**

#### **4. SECOND READINGS (Ordinances)**

- 4.K [22-0579](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 13.16 (Storm and Surface Water Management) Establishing a New

## Source Control Program for Existing Development

**The ordinance was adopted on second reading.**

- 4.L [22-0580](#) Approval of an Ordinance to Vacate a Portion of East Bay Drive

**The ordinance was adopted on second reading.**

- 4.M [22-0581](#) Approval of an Ordinance to Vacate a Portion of Rose Street

**The ordinance was adopted on second reading.**

- 4.N [22-0582](#) Approval of an Ordinance to Vacate the Alley South of Union Avenue between Jefferson Street and Adams Street

**The ordinance was adopted on second reading.**

### Approval of the Consent Agenda

**Mayor Pro Tem Gilman moved, seconded by Councilmember Cooper, to adopt the Consent Calendar. The motion carried by the following vote:**

**Aye:** 6 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone and Councilmember Payne

**Excused:** 1 - Councilmember Parshley

### 4. FIRST READINGS (Ordinances) - NONE

### 5. PUBLIC HEARING - NONE

### 6. OTHER BUSINESS

#### 6.A [22-0621](#)

Assistant to the City Manager Susan Grisham, Climate Program Manager Pamela Braff and Equity and Inclusion Manager Tobi Hill-Meyer gave an overview and update on the implementation of Climate and Equity Frameworks.

Councilmembers asked clarifying questions.

**The report was received.**

#### 6.B [22-0619](#) Regional Fire Authority Planning Governance Briefing

RFA Consultant Karen Reed and City Manager Jay Burney briefed the Council on governance options for the Regional Fire Authority.

Councilmembers asked clarifying questions.

**The report was received.**

- 6.C**     [22-0604](#)     Approval of an Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending Section 9.48.012 of the Olympia Municipal Code

City Attorney Mark Barber gave an overview of the proposed ordinance related to restrictions on the possession of weapons in certain City facilities.

Councilmembers asked clarifying questions.

**Mayor Pro Tem Gilman moved, seconded by Councilmember Cooper, to approve on first reading, and forward to second reading, an ordinance relating to restrictions on the possession of weapons in certain locations and amending Section 9.48.012 of the Olympia Municipal Code. The motion carried by the following vote:**

**Aye:**            6 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone and Councilmember Payne

**Excused:**    1 - Councilmember Parshley

**7. CONTINUED PUBLIC COMMENT - NONE**

**8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

Councilmembers reported on meetings and events attended.

**9. CITY MANAGER'S REPORT AND REFERRALS**

City Manager Burney reported there will be no Council meetings for the two upcoming weeks.

**10. ADJOURNMENT**

The meeting adjourned at 9:19 p.m.



## City Council

### Approval of the Draft Program Year 2022 Community Development Block Grant (CDBG) Annual Action Plan

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.B  
**File Number:**22-0646

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**Type:** decision **Version:** 1 **Status:** Consent Calendar

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#### **Title**

Approval of the Draft Program Year 2022 Community Development Block Grant (CDBG) Annual Action Plan

#### **Recommended Action**

##### **Committee Recommendation:**

At their May 11, 2022, meeting, the Community Livability and Public Safety Committee approved moving forward the recommended Draft Program Year 2022 (PY 2022) CDBG Annual Action Plan allocations.

##### **City Manager Recommendation:**

Move to approve the Draft PY 2022 CDBG Annual Action Plan.

#### **Report**

##### **Issue:**

Whether to approve the Draft PY 2022 CDBG Annual Action Plan.

##### **Staff Contact:**

Anastasia Everett, CDBG Program Specialist, 360.233.6197

##### **Presenter(s):**

None - Consent Calendar Item.

#### **Background and Analysis:**

The City of Olympia will receive a PY 2022 CDBG allocation of \$368,187. Staff has created a proposal to allocate PY 2022 funds to the below sub grantees to address improved affordable housing and public facilities.

Proposed uses for these funds are as follows:

1. Olympia Community Solar to install energy efficient solar panels on seven low-income rental homes in Olympia.
2. Rebuilding Together Thurston County to provide critical home repair to low-income

homeowners.

3. Community Youth Services to install an ADA Accessible Elevator in their new Behavioral Health Youth Facility
4. Habitat for Humanity to provide critical home repair administration support for their Critical Home Repair program.
5. Downtown Ambassador Program to support the downtown.
6. Program Administration for staff to administer a federally compliant CDBG program.

Approval of the CDBG Action Plan requires a 30-day public comment period. That period began on June 1, 2022 and ended on July 1, 2022. Public comment was received at the June 14<sup>th</sup>, 2022, Public Hearing from a person identified as Alicia. The summary of the public comment was encouraging staff to focus on a person-first usage of funds.

The deadline for submitting the Annual Action Plan to the Department of Housing and Urban Development (HUD) is 45 days prior to the start of the upcoming program year. Expected submission to HUD is July 15, 2022, following Council approval.

**Neighborhood/Community Interests (if known):**

CDBG funds can be spent to meet the needs of low to moderate income individuals throughout the community.

**Options:**

1. Move to recommend for approval staff recommendations for the allocation of PY 2022 grant funds.
2. Provide staff with feedback and provide alternative direction.
3. Take other action.

**Financial Impact:**

There is \$368,187 available for allocation from the Department of Housing and Urban Development. Staff provided a detailed recommendation at the May 11, 2022, Community Livability and Public Safety Committee meeting and the June 14, 2022, City Council meeting.

**Attachments:**

FY 2022 Allocation Letter  
Draft PY 2022 Annual Action Plan  
Draft PY 2022 Budget



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING  
AND DEVELOPMENT

May 13, 2022

The Honorable Cheryl Selby  
Mayor of Olympia  
PO Box 1967  
Olympia, WA 98507-1967

Dear Mayor Selby:

I am pleased to inform you of your jurisdiction’s Fiscal Year (FY) 2022 allocations for the Office of Community Planning and Development’s (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations. Public Law 117-269 includes FY 2022 funding for these programs. Your jurisdiction’s FY 2022 available amounts are as follows:

Community Development Block Grant (CDBG)	\$368,187
Recovery Housing Program (RHP)	\$0
HOME Investment Partnerships (HOME)	\$0
Housing Trust Fund (HTF)	\$0
Housing Opportunities for Persons With AIDS (HOPWA)	\$0
Emergency Solutions Grant (ESG)	\$0

Individuals and families across the country are struggling to recover from four converging crises impacting housing stability: the COVID-19 pandemic, economic hardships, climate change, and racial inequity. Through these bedrock programs, CPD seeks to develop strong communities by promoting integrated approaches that provide decent housing and suitable living environments while expanding economic opportunities for low- and moderate-income and special needs populations, including people living with HIV/AIDS. We urge grantees to strategically plan the disbursement of grant funds to provide relief for those affected by these converging crises and help move our country toward a robust recovery.

Based on your jurisdiction’s CDBG allocation for this year and outstanding Section 108 balances as of May 13, 2022, you also have \$1,840,935 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction’s existing CDBG funding to access low-interest, long-term financing to invest in your jurisdiction.

HUD continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensure grantees comply with program requirements and policies, provide demographic and income information about the persons that benefited from a community's activities, and participate in HUD-directed grantee monitoring. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource regarding the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,

A handwritten signature in black ink, appearing to read "Jemine A. Bryon". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Jemine A. Bryon  
Acting General Deputy Assistant Secretary  
for Community Planning and Development

# Executive Summary

## AP-05 Executive Summary - 91.200(c), 91.220(b)

### 1. Introduction

The City's CDBG Program Annual Action Plan features a range of activities, each intended to prevent, prepare and respond to the City's needs through economic development, housing support, and public services to support low and moderate income populations. The PY2022 proposed projects are as follows:

#### 1. Housing

##### a. \$25,000 Critical Home Repair

Provide home repair to low-income homeowners including health and safety, accessibility, and aging in place.

##### b. \$50,000 Rehabilitation Administration

Support staffing and administration costs for home repair projects including health and safety, home preservation, and energy efficiency.

##### c. \$63,813 Housing Rehabilitation

Installing energy efficient solar panels on homes rented to low-income renters in the City.

#### 2. Public Facilities

##### a. \$120,000 Low/Moderate Income - Limited Clientele Youth Facility

Installing an ADA accessible elevator in an at-risk low/moderate income behavioral health youth facility.

#### 3. Public Services

##### a. \$35,000 Downtown Ambassador Program

Provide street outreach, referrals and other assistance to homeless street-dependent and mentally ill individuals in the Downtown core.



**4. Planning and Administrative Costs**

a. \$74,374

Staffing costs to administer a compliant CDBG program.

**2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Recipient	Project	Outcomes	HUD Goals	HUD Objectives	Proposed Allocation
Olympia Community Solar	Homes First Solar Installation	7 homes rented to low-income renters receive solar	Housing Rehabilitation: Energy Efficiency	LMH	\$63,813
Habitat for Humanity	Rehabilitation: Administration	Four HFH Employees funded to continue rehab work on LMI homes	Housing Rehabilitation	LMH	\$50,000
Community Youth Services	Behavioral Health Youth Facility	ADA Accessible Elevator Installation	Public Facilities	LMC	\$120,000
Rebuilding Together Thurston County	Rehabilitation: Single Unit Residential	Provide Critical Home Repair to 6 homes	Housing	LMH	\$25,000
City of Olympia	Downtown Ambassador Program	Outreach for up to 150 street dependent people daily	Public Services	LMC	\$35,000
City of Olympia	Program Administration	Planning and Administrative Costs	N/A	N/A	\$74,374

**Table 1 - PY2022 Proposed Projects**

**3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In program year 2021, the Olympia CDBG Program allocated most of the funds to housing activities and public service activities. This year, the program is continuing to focus more on housing related projects

to better maintain the current low/mod income housing stock and support low/mod income homeowners and renters.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

City staff worked closely with social service providers, community organizations, businesses and local housing partners to develop our Annual Action Plan to support housing related activities. Citizen participation was encouraged throughout the planning process:

Discussions of PY2022 initiated in February 2022. Discussions continued when the new CDBG Program Specialist was onboarded, giving staff availability to connect with many community stakeholders involved in homelessness and affordable housing.

- The 30-day public comment period is opening June 1, 2022 and closing July 1, 2022.
- Public hearing will be held June 14, 2022.
- Council adoption of PY2022 AAP on July 12, 2022.
- Submission of PY2022 AAP to HUD on or before July 13, 2022.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

N/A

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

N/A

#### **7. Summary**

N/A

**PR-05 Lead & Responsible Agencies - 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
Lead Agency	Olympia	
CDBG Administrator	Olympia	Department of Community Vitality
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

**Table 2 – Responsible Agencies**

**Narrative**

The Olympia Department of Community Vitality staff prepare the Consolidated Plan and each Annual Action Plan.

**Consolidated Plan Public Contact Information**

Anastasia Everett

CDBG Program Specialist

aeverett@ci.olympia.wa.us

360.753.8277

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The City consulted with several regional organizations including the newly developed Regional Housing Council, members of Thurston Strong economic recovery agency, and Thurston County Human and Social Services department. An ad hoc group of housing providers and government employees have met regularly to more collaboratively invest in rental rehabilitation and critical home repair programs for low-income renters and homeowners and residents aging in place.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The City's participation in these coordinating bodies allowed the City to receive valuable input from a broad range of service providers.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Thurston County Continuum of Care (COC) is the body that addresses the needs of homeless people in all populations. The COC is also directly aligned with Coordinated Entry Team that engages in an ongoing system improvement work to seek, develop and adopt best practices for serving homeless people. City staff meets with the COC regularly to ensure goals are aligned and efforts to address homelessness are compounded but not duplicated. The housing projects funded this PY are directly targeted to prevent housing insecurity and meet the goals of the COC.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The Thurston Thrives Coordination Council works directly with the Regional Housing Council to develop recommendations on how best to invest all state and local funds including ESG funds. The TTCC also works closely with the Coordinated Entry Team to strengthen HMIS administration and reporting.

### **2. Agencies, groups, organizations and others who participated in the process and consultations**

**Table 3 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Thurston County Thurston Thrives
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Other government - State Other government - County Other government - Local Regional organization Planning organization Business and Civic Leaders

<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Housing Need Assessment  Public Housing Needs  Homeless Needs - Chronically homeless  Homelessness Needs - Veterans  Homelessness Needs - Unaccompanied youth  Non-Homeless Special Needs  Economic Development  Anti-poverty Strategy</p>
<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The City participated in strategic regional policy to help coordinate all public funding.</p>

2	<b>Agency/Group/Organization</b>	Regional Housing Council
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - Federal Other government - State Other government - County Other government - Local Business and Civic Leaders

<p><b>What section of the Plan was addressed by Consultation?</b></p>	<p>Housing Need Assessment  Public Housing Needs  Homeless Needs - Chronically homeless  Homeless Needs - Families with children  Homelessness Needs - Veterans  Homelessness Needs - Unaccompanied youth  Homelessness Strategy  Non-Homeless Special Needs  Market Analysis  Economic Development  Anti-poverty Strategy</p>
<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The City participated in strategic regional policy to help coordinate all public funding.</p>



3	<b>Agency/Group/Organization</b>	Thurston County Continuum of Care
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - Federal Other government - State Other government - County Other government - Local Regional organization Planning organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
4	<b>Agency/Group/Organization</b>	Thurston Regional Planning Council
	<b>Agency/Group/Organization Type</b>	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - State Other government - County Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Broadband service providers strategy

<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>Thurston Regional Planning Council is a 23- member inter-governmental organizations in Thurston County which meets monthly to address challenges related to the region's growth. Challenges include transportation, housing, environmental quality, economic opportunity and more. The County and City reached out to request comment regarding broadband access and narrowing the digital divide as well as natural hazards risk. A draft copy of the Action Plan was provided. Additionally, the County detailed the housing specific projects throughout the County, including Olympia, proposed for funding and asked that the TRPC provide comment on broadband Internet access and natural hazards risk specific to the housing projects or any other projects or programs included in the County's or Olympia's Annual Action Plan. Additionally, the County referred to the Hazards Mitigation Plan for the Thurston Region. The Plan was prepared by TRPC and assesses natural hazard risks taking into consideration known assets to confront the risks. The Plan identifies earthquakes, storm and flood as the highest risks in Thurston County. The Plan also details a series of actions jurisdictions across the County are taking to prepare for and decrease the risk of the identified natural hazards. The anticipated outcome of the consultation was to identify need to use HUD funds to increase broadband access and/or prepare for natural hazards.</p>
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**Identify any Agency Types not consulted and provide rationale for not consulting**

N/A

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Thurston County	Each plan emphasizes the inter-relationship of housing, shelter, supportive services and economic opportunity for all low and moderate income people.

**Table 4 - Other local / regional / federal planning efforts**

**Narrative**

**AP-12 Participation - 91.401, 91.105, 91.200(c)**

**1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

The City is employing a 30-day public comment period to advertise the draft goals to a broad audience as outlined in the Citizen Participation Plan. During this time, the City consulted with other regional planning bodies to develop a balanced community development plan.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing		None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing		N/A		

3	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing			N/A		
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4	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing		N/A		
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**Table 5 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

The City is expected to receive program income during PY2022 but will divert those funds to the Revolving Loan Fund that will benefit low-income homeowners and renters.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	368,187	0	0	368,187	0	The annual allocation will be spent as outlined in the below budget.

Table 6 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**



All housing related projects outlined in the Annual Action Plan are being partially funded with PY2022 CDBG funding. The grantees will be contributing staff time, resources, and materials to complete the agreed upon projects. Neither the city nor the organizations could have completed these goals independently of one another. The partnering agencies will be seeking outside donations and/or other state and local funds to fill the budget gaps to serve low/mod income homeowners and renters.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

N/A

**Discussion**

The City will pursue all potential leverage to ensure maximum leverage of local, state and federal funding sources.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2018	2022	Affordable Housing		Affordable Housing	CDBG: \$138,813	Rental units rehabilitated: 40 Household Housing Unit Homeowner Housing Rehabilitated: 40 Household Housing Unit
2	Public Facilities and Infrastructure	2018	2022	Non-Housing Community Development		Public Facilities	CDBG: \$120,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 60 Persons Assisted
3	General Administration	2018	2022	Administration			CDBG: \$74,374	
4	Public Services	2018	2022	Non-Homeless Special Needs			CDBG: \$35,000	Public service activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted

**Table 7 – Goals Summary**

#### Goal Descriptions

1	<b>Goal Name</b>	Affordable Housing
	<b>Goal Description</b>	Homes First Solar Installation: 7 homes rented to low-income renters receive solar power. Habitat for Humanity: Critical Home Repair Administration Rebuilding Together Thurston County: Safety rehabilitation and repair for low-income homeowners
2	<b>Goal Name</b>	Public Facilities and Infrastructure
	<b>Goal Description</b>	Improving ADA accessibility in Community Youth Services' Behavioral Health Building which serves very low income and homeless youth.
3	<b>Goal Name</b>	General Administration
	<b>Goal Description</b>	Program administration
4	<b>Goal Name</b>	Public Services
	<b>Goal Description</b>	Olympia Downtown Ambassadors provide outreach for up to 150 street dependent people daily.

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

The City's PY 2022 Annual Action Plan continues to prioritize focus on housing and public services goals in response to Coronavirus.

#	Project Name
1	Community Solar Installation at Homes First
2	Revolving Loan Fund
3	Habitat for Humanity – Critical Home Repair Administration
4	Community Youth Services – Behavioral Health Youth Facility
5	Rebuilding Together Thurston County – Critical Home Repair
6	Downtown Ambassadors
7	Program Administration

**Table 8 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The City's priorities are preserving and reinforcing our rental housing stock and low income housing stock. We are also focused on homeless resources and assistance.

Unsheltered homelessness in the urban hub was identified via several surveys by business and building owners as the number one problem in Olympia.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	Community Solar Installation at Homes First
	<b>Target Area</b>	
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	:
	<b>Description</b>	Installing solar panels on 7 low-income rental homes in Olympia.
	<b>Target Date</b>	4/18/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	14 low income households will receive solar power on rental homes.
	<b>Location Description</b>	Throughout the City of Olympia
	<b>Planned Activities</b>	Installing solar on 7 single family homes
2	<b>Project Name</b>	Revolving Loan Fund
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	:
	<b>Description</b>	Provide rental rehabilitation loans to landlords of low and moderate income rental units to provide health and safety, home preservation, and energy efficiency updates and repairs.
	<b>Target Date</b>	

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated 10 low income families will receive home repair.
	<b>Location Description</b>	Throughout Olympia
	<b>Planned Activities</b>	Loans to be furnished to low income homeowners in the City.
3	<b>Project Name</b>	Habitat for Humanity Critical Home Repair Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	\$50,000
	<b>Description</b>	Administrative costs to support Habitat's Critical Home Repair program.
	<b>Target Date</b>	4/18/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	20 families estimated receiving critical home repair
	<b>Location Description</b>	Throughout the City of Olympia
	<b>Planned Activities</b>	Four HFH employees funded to support Critical Home Repair program.
4	<b>Project Name</b>	Community Youth Services
	<b>Target Area</b>	Downtown Core
	<b>Goals Supported</b>	Public Facilities

	<b>Needs Addressed</b>	ADA Compliance
	<b>Funding</b>	\$120,000
	<b>Description</b>	Installing an ADA accessible elevator in their behavioral health youth facility
	<b>Target Date</b>	6/01/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Estimated 30 clients and staff
	<b>Location Description</b>	Downtown core
	<b>Planned Activities</b>	Elevator installation
<b>5</b>	<b>Project Name</b>	Rebuilding Together Thurston County
	<b>Target Area</b>	
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	\$25,000
	<b>Description</b>	Critical home repair in the City of Olympia for low-income homeowners
	<b>Target Date</b>	6/1/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	An estimated 6 low income homeowners receiving critical home repair

	<b>Location Description</b>	Throughout the City of Olympia
	<b>Planned Activities</b>	Safety and critical home repair improvements
<b>6</b>	<b>Project Name</b>	Downtown Ambassadors
	<b>Target Area</b>	Downtown core
	<b>Goals Supported</b>	Public services
	<b>Needs Addressed</b>	Low income street outreach
	<b>Funding</b>	\$35,000
	<b>Description</b>	The Downtown Ambassadors provide daily outreach to street dependent individuals in the Downtown core
	<b>Target Date</b>	6/1/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	500 estimated low income individuals benefited
	<b>Location Description</b>	Downtown core
	<b>Planned Activities</b>	Street outreach to downtown residents and businesses
<b>7</b>	<b>Project Name</b>	Program Administration
	<b>Target Area</b>	N/A



	<b>Goals Supported</b>	N/A
	<b>Needs Addressed</b>	N/A
	<b>Funding</b>	\$74,374
	<b>Description</b>	Program administration for running a compliant CDBG program
	<b>Target Date</b>	N/A
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	N/A
	<b>Planned Activities</b>	Program administration

**AP-50 Geographic Distribution - 91.420, 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City will operate PY 2022 with a continued focus on the urban hub.

**Geographic Distribution**

Target Area	Percentage of Funds
Downtown Urban Core	45

**Table 9 - Geographic Distribution**

**Rationale for the priorities for allocating investments geographically**

The downtown urban hub is struggling with a high concentration of unsheltered people and business loss due to the Coronavirus pandemic.

**Discussion**

Olympia's downtown core contains one of the lowest income, highly concentrated, residential areas in the entire city. Tract 101, Block 1, according to the American Community Survey data, consists of low and moderate-income residents. The urban hub is also the location of a high concentration of unsheltered homeless people as identified in the recent 2021 PIT Count of Homeless People. The other activities will benefit low- and moderate-income people in scattered sites around Olympia.

## **AP-75 Barriers to affordable housing -91.420, 91.220(j)**

### **Introduction**

The City continues to work within its jurisdiction and with nearby jurisdictions to address zoning and development codes that increase costs of housing.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City will continue to explore options to remove zoning and development codes that are barriers. The City is working on a study to expand its current multi-family tax exemption zone.

### **Discussion**

The City will continue to work with other jurisdictions to remove or modify zoning and development codes that are barriers to affordable housing.

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

The City of Olympia began preparing its homeless response plan, now referred to as One Community: Healthy, Safe, Housed, in 2019 in response to the ever growing need to house our most vulnerable populations. The City held listening sessions with community members and created a Community Work Group to oversee the plan's development. 1200 individuals were consulted during the development of the plan.

### **Actions planned to address obstacles to meeting underserved needs**

The City's number one priority is homeless resources and assistance, followed by affordable

housing. The One Community: Healthy, Safe, Housed plan focuses on three key strategies to alleviate homelessness in the downtown core:

1. Streamline and Enhance Rapid Response & Wrap-around Services
2. Expand Affordable Housing & Homeless Prevention
3. Increase Public Health & Safety

### **Actions planned to foster and maintain affordable housing**

The City will work to build a continuum of housing to meet diverse needs and income levels and will increase partnerships and diversify funding to support construction of new affordable housing. The City's goal is to support 300 new units of supportive and affordable housing options over the next five years by direction of Home Fund dollars. Also, maintaining the current low-income housing stock is a keyway to preserve existing affordable housing. Critical home repair and rental rehabilitation projects being funded by PY2022 will reduce the potential for displacement of low-income residents who cannot remain in a home due to dilapidation or an unsafe structural situation.

### **Actions planned to reduce lead-based paint hazards**

In an effort to address lead-based paint hazards, the City of Olympia has incorporated the regulations into existing housing policies and programs for implementing Title X of the Community Development Act of 1992, part of the Residential Lead-Based Paint Hazard Reduction Act of 1992. Olympia will continue to follow 24 CFR Part 35 in addressing the evaluation and reduction of lead-based paint hazards in Olympia's housing policies and programs.

### **Actions planned to reduce the number of poverty-level families**

The City will work with Thurston Strong to continue to fund economic development activities to provide

economic opportunities to low-moderate income populations.

### **Actions planned to develop institutional structure**

The City has expanded its staff capacity and local tax-based revenues to strengthen the City's overall housing and homeless strategies.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will work with the Regional Housing Council to continue to build and strengthen relationships with service providers and developers in a coordinated effort to increase supportive and affordable housing in Thurston County. The City's Homeless Response Coordinator will work with a network of outreach workers from several different organizations referred to as the Greater Outreach Workers League (GROWL) to continue to reduce barriers to homeless services.

### **Discussion**

The One Community: Healthy, Safe, Housed plan will focus on the three key strategies within the plan to address homelessness and create supportive and affordable housing.

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

N/A

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

## **Discussion**

All of Olympia's PY 2022 projects will be used to benefit persons of low and moderate income.

<b>Recipient</b>	<b>Project</b>	<b>Outcomes</b>	<b>HUD Goal(s)</b>	<b>HUD Objectives</b>	<b>Proposed Funding</b>
<b>Olympia Community Solar</b>	Homes First Solar Installation	7 homes rented to low income renters receive solar	Housing Rehabilitation	LMH- Low/Mod Income Housing	<b>\$63,813</b>
<b>Habitat for Humanity</b>	Critical Home Repair Administration	Three HFH Employees funded to continue rehab work	Housing Rehabilitation	LMH- Low/Mod Income Housing	<b>\$50,000</b>
<b>Community Youth Services</b>	Behavioral Health Youth Facility	ADA Accessible Elevator Installation	Public Facilities	LMC – Low/Moderate Income - Limited Clientele	<b>\$120,000</b>
<b>Rebuilding Together Thurston County</b>	Critical Home Repair	Safety rehab and repair to low income homeowners	Housing Rehabilitation	LMH- Low/Moderate Income Housing	<b>\$25,000</b>
<b>City of Olympia</b>	Olympia Downtown Ambassadors	Outreach for up to 150 street dependent people daily	Public Services	LMC – Low/Moderate Income – Limited Clientele	<b>\$35,000</b>
<b>City of Olympia</b>	Program Administration	Planning & administrative for a compliant CBDG Program	N/A	N/A	<b>\$74,374</b>
		<b>TOTAL</b>	<b>PY 2022</b>	<b>ALLOCATIONS</b>	<b>\$368,187</b>





## City Council

# Approval of a Bid Award for the Union Avenue and McCormick Street Watermain Replacement Project

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.C  
**File Number:**22-0650

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**Type:** decision **Version:** 1 **Status:** Consent Calendar

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### Title

Approval of a Bid Award for the Union Avenue and McCormick Street Watermain Replacement Project

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to the Bid Award for the construction contract for the Union Avenue and McCormick Street Watermain Replacement Project to Northwest Cascade, Inc. in the amount of \$988,713.44, and authorize the City Manager to execute the contract.

### Report

#### Issue:

Whether to Move to the Bid Award for the construction contract for the Union Avenue and McCormick Street Watermain Replacement Project to Northwest Cascade, Inc. in the amount of \$988,713.44, and authorize the City Manager to execute the contract.

#### Staff Contact:

Brian Philumalee, PE, Senior Engineer, Public Works, Engineering, 360.753.8297

#### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

The City's Capital Facilities Plan includes annual funding to replace small diameter water mains and asbestos-cement (AC) water mains throughout the City. This year, we have combined the Small Diameter Water Main Replacement and the Asbestos-Cement Water Main Replacement capital funding into one construction project; the Union Avenue & McCormick Street Watermain Replacement project. Both Union Avenue and McCormick Street have similar scopes of work. By combining them into a single project, we expect to gain efficiencies in design and construction.

Within the City's water service area, over 400 miles of water main (or pipe) distribute drinking water to our homes and businesses. Over time these pipes deteriorate and need replacement. Specific pipes are chosen for replacement based on age, condition, location (i.e. proximity to critical services, soil type) and maintenance records (i.e. number of repairs, outages and leaks). Many of these pipes are aged asbestos-cement pipes and services are galvanized iron, both of which have a limited lifespan. Poor condition of these pipes results in lower water pressure and flow.

This project will replace just over 1,500 feet of high risk, high repair water pipe and 26 services. The new pipe will meet current standards and the project will result in increased water pressure and reliability.

The City bid the project starting on May 25, 2022 and opened bids on June 9, 2022. The low bid of \$988,713.44 is more than 34.5% above the Engineer's estimate. Staff evaluated the bid and determined that it is reasonable, and we should move forward with awarding the contract for the following reasons:

- The difference between the high and low bid is approximately \$215,000. This indicates to staff that the contractors who bid viewed the project in a similar way. Rejecting the bids and rebidding the project would not likely result in substantially lower bids.
- The current bidding climate is such that bid price increases in excess of 25% of the engineer's estimate are not unusual. The engineer believes the bid is reasonable based on the current bidding climate.

**Neighborhood/Community Interests (if known):**

Construction activity will occur on Union Avenue and McCormick Street. The streets will remain open; however, at times, one lane may close during construction activities. Flaggers will direct traffic through the construction zone during these activities.

City staff will inform the public of the construction project, schedule, and any impacts to traffic or service. Tools to convey this information consist of postcards, Twitter, and the Construction News webpage.

**Options:**

1. Move to award the construction contract for the Union Avenue and McCormick Street Watermain Replacement Project to Northwest Cascade, Inc., in the amount of \$988,713.44, and authorize the City Manager to execute the contract. The project proceeds as planned.
2. Do not approve awarding the construction contract, reject all bids, and direct staff to rebid the project. A delay in the pipe replacement will prolong addressing leaks, pipe breaks, and water outages. The pipes identified for replacement already have a high frequency of required repairs, cause excessive water outages, and are prone to leaks.
3. Provide alternate direction to staff. A delay could also create higher costs and will require additional staff time.

**Financial Impact:**

This project is identified in the Capital Facilities Plan. Funding for the project comes from a

combination of monthly utility rates and general facilities charges.

The low bid of \$988,713.44 is more than 34.5% above the Engineer's estimate. There are sufficient funds in the program budget to complete this project.

Overall project costs:

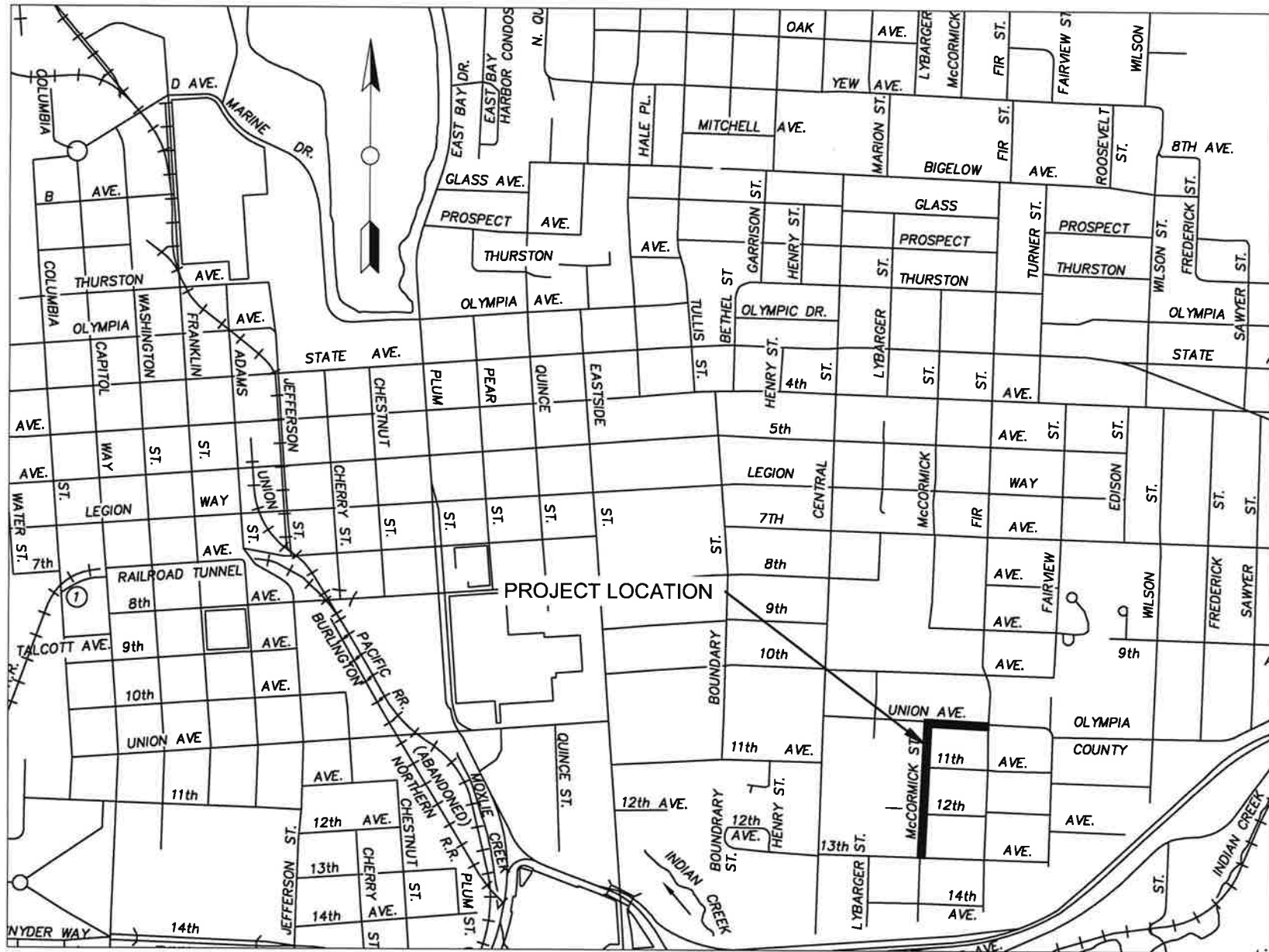
Total Low Bid:	\$	988,713.44
Contingency to Award (10%):	\$	98,871.34
Engineering: Design, Inspection, Consultants	\$	592,555.22
Total Estimated Project Cost:	\$	1,430,140.00
Available Project Funding:	\$	1,430,140.00

**Attachments:**

Summary of Bids  
Vicinity Map

Project: Union Ave & McCormick Street Watermain Replacement Bid Open Date: 06.09.2022 11:04 AM		Estimate		Northwest Cascade, Inc. Charlotte Baskett CharlotteBaskett@nwcascade.com (253) 848-2371		Nisqually Construction Services LLC Jacob Rubert jrubert@nisquallyconstruction.com		Active Construction Melissa Looker melissal@activeconstruction.com (253) 248-1091			
Description	Quantity	UoM	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
<b>Base Bid</b>											
01	Minor Change	1	EST	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
02	SPCC Plan	1	LS	500.00	500.00	500.00	500.00	3,000.00	3,000.00	150.00	
03	Mobilization	1	LS	70,000.00	70,000.00	90,000.00	90,000.00	93,000.00	93,000.00	115,000.00	
04	Project Temporary Traffic Control	1	LS	10,000.00	10,000.00	2,000.00	2,000.00	38,000.00	38,000.00	10,000.00	
05	Flaggers	720	HR	55.00	39,600.00	84.00	60,480.00	70.00	50,400.00	132.00	
06	Removal of Structure and Obstruction	1	LS	15,000.00	15,000.00	68,000.00	68,000.00	12,500.00	12,500.00	46,902.68	
07	Removal of Asbestos Cement Pipe	50	LF	50.00	2,500.00	44.00	2,200.00	140.00	7,000.00	111.00	
08	Asbestos Cement Pipe Abandonment	225	LF	25.00	5,625.00	16.00	3,600.00	37.50	8,437.50	32.00	
09	Roadway Excavation Incl. Haul	330	CY	30.00	9,900.00	60.00	19,800.00	85.00	28,050.00	79.00	
10	Potholing	16	EA	350.00	5,600.00	700.00	11,200.00	1,500.00	24,000.00	550.00	
11	Trench Safety System	1	LS	5,000.00	5,000.00	25,000.00	25,000.00	22,500.00	22,500.00	740.00	
12	Utility Coordination	1	LS	2,500.00	2,500.00	1,000.00	1,000.00	10,170.50	10,170.50	150.00	
13	Imported Sand Bedding	5	TN	50.00	250.00	85.00	425.00	110.00	550.00	50.00	
14	Gravel Base	700	TN	30.00	21,000.00	59.00	41,300.00	28.50	19,950.00	81.25	
15	Crushed Surfacing Top Course	230	TN	40.00	9,200.00	59.00	13,570.00	30.00	6,900.00	80.00	
16	HMA Cl. 1/2" PG 58H-22	600	TN	120.00	72,000.00	149.00	89,400.00	235.00	141,000.00	181.00	
17	HMA for Pavement Repair Cl. 1/2" PG 58H-22	100	TN	225.00	22,500.00	199.00	19,900.00	175.00	17,500.00	218.00	
18	Pavement Repair Excavation Incl. Haul	550	SY	40.00	22,000.00	10.00	5,500.00	25.00	13,750.00	23.00	
19	Adjust Manhole	2	EA	1,500.00	3,000.00	1,125.00	2,250.00	1,250.00	2,500.00	1,450.00	
20	Bank Run Gravel for Trench Backfill	685	TN	30.00	20,550.00	50.00	34,250.00	25.00	17,125.00	51.25	
21	Ductile Iron Water Main Pipe 6 In. Diam.	1470	LF	75.00	110,250.00	69.00	101,430.00	65.00	95,550.00	132.00	
22	Ductile Iron Water Main Pipe 8 In. Diam.	50	LF	90.00	4,500.00	146.00	7,300.00	175.00	8,750.00	235.00	
23	HDPE Water Main Pipe 2 In. Diam.	50	LF	40.00	2,000.00	35.00	1,750.00	125.00	6,250.00	132.00	
24	Extra Trench Excavation	50	CY	50.00	2,500.00	112.00	5,600.00	40.00	2,000.00	76.00	
25	Pipe Abandonment	8	EA	2,000.00	16,000.00	620.00	4,960.00	650.00	5,200.00	705.00	
26	Connect to Existing Water Main	9	EA	2,500.00	22,500.00	5,925.00	53,325.00	3,500.00	31,500.00	2,375.00	
27	Gate Valve 2 In.	1	EA	750.00	750.00	1,375.00	1,375.00	1,200.00	1,200.00	1,600.00	
28	Gate Valve 6 In.	16	EA	1,250.00	20,000.00	2,025.00	32,400.00	2,000.00	32,000.00	2,400.00	
29	Gate Valve 8 In.	4	EA	1,750.00	7,000.00	2,650.00	10,600.00	2,800.00	11,200.00	3,225.00	
30	Tapping Sleeve and Valve Assembly 2 In.	2	EA	3,000.00	6,000.00	5,050.00	10,100.00	6,500.00	13,000.00	4,100.00	
31	Hydrant Assembly	5	EA	4,500.00	22,500.00	8,000.00	40,000.00	10,000.00	50,000.00	13,000.00	
32	Service Connection 1 In. Diam.	22	EA	3,000.00	66,000.00	3,050.00	67,100.00	4,300.00	94,600.00	4,200.00	
33	Double Service Connection 1 In. Diam.	2	EA	4,500.00	9,000.00	4,800.00	9,600.00	6,500.00	13,000.00	7,500.00	
34	Adjust Sewer Cleanout	1	EA	500.00	500.00	900.00	900.00	1,200.00	1,200.00	935.00	
35	Stormwater Pollution Prevention Plan	1	LS	1,000.00	1,000.00	500.00	500.00	5,000.00	5,000.00	150.00	
36	Erosion/Water Pollution Control	1	EST	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
37	Inlet Protection	3	EA	75.00	225.00	85.00	255.00	125.00	375.00	182.00	
38	Property Restoration	1	EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
39	Type "W" HMA Wedge Curb	860	LF	10.00	8,600.00	9.50	8,170.00	1.50	1,290.00	5.00	
40	Cement Conc. Driveway Entrance	20	SY	120.00	2,400.00	369.00	7,380.00	500.00	10,000.00	240.00	
41	Poured In Place Monument	4	EA	750.00	3,000.00	1,150.00	4,600.00	1,000.00	4,000.00	550.00	
42	Cement Conc. Sidewalk	40	SY	75.00	3,000.00	126.00	5,040.00	175.00	7,000.00	135.00	
43	Cement Conc. Curb Ramp	3	EA	2,500.00	7,500.00	7,000.00	21,000.00	6,500.00	19,500.00	4,200.00	
<b>Base Bid Cost Total</b>					<b>671,950.00</b>		<b>903,760.00</b>		<b>948,948.00</b>		<b>1,099,819.93</b>
<b>Washington State Sales Tax</b>											
Washington State WSST 9.4%		1	CALC	63,163.30	63,163.30	84,953.44	84,953.44	89,201.11	89,201.11	103,383.07	103,383.07
<b>Washington State Sales Tax Cost Total</b>					<b>63,163.30</b>		<b>84,953.44</b>		<b>89,201.11</b>		<b>103,383.07</b>
<b>Bid Summary</b>											
<b>Base Bid Total</b>					<b>735,113.30</b>		<b>988,713.44</b>		<b>1,038,149.11</b>		<b>1,203,203.00</b>

# UNION AVENUE & MCCORMICK STREET WATERMAIN REPLACEMENT



VICINITY MAP

SCALE: 1" = 1000'



## City Council

### Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.D  
**File Number:** 22-0599

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**Type:** resolution **Version:** 1 **Status:** Consent Calendar

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#### **Title**

Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve a Resolution authorizing an Interlocal Agreement between the City of Olympia (City) and the State of Washington Department of Enterprise Services (DES) for Fire Protection services.

#### **Report**

##### **Issue:**

Whether to approve a Resolution authorizing an Interlocal Agreement with the State of Washington Department of Enterprise Services (DES) for Fire Protection services and billing of the State during the July 1, 2022 to June 30, 2023 fiscal year, as is allowed per RCW 35.21.779.

##### **Staff Contact:**

Todd Carson, Interim Fire Chief, 360.753.8460  
Toby Levens, Administrative Supervisor, 360.753.8431

##### **Presenter(s):**

None - Consent Calendar Item

#### **Background and Analysis:**

Since 1993 the City of Olympia has billed the State of Washington for Fire Protection services. This billing is allowed per RCW 35.21.779, which stipulates that when the estimated value of state facilities sited in a municipality equals 10 percent or more of that municipality's total assessed valuation, state agencies owning those facilities shall enter into a compulsory fire protection contract with the municipality to provide an equitable share of the fire protection costs.

The amount of the DES contract for the 2022-2023 fiscal year is \$1,400,000.00. This represents a 4.3% increase from the previous contract.

The building at 1500 Jefferson, occupied by Washington State Consolidated Technology Services (WaTech), chose to negotiate separately from DES for their building(s) on the Capitol Campus. The 1500 Jefferson building is included in the calculation used to determine the amount of State property in the City, but not in the dollar amount of this DES-only contract. The WaTech agreement is a separate action.

**Neighborhood/Community Interests (if known):**

Fire response to 1500 Jefferson Street is critical to the safety of those who work in the building, as well as the surrounding neighbors.

**Options:**

1. Move to approve the Resolution authorizing the Interlocal Agreement: Accept the terms of the Interlocal Agreement and authorize the City Manager to sign the agreement.
2. Do not approve the Resolution authorizing the Interlocal Agreement and send it back to staff. Expected revenues for the 2022 to 2023 fiscal year from the State may not be collected as anticipated.
3. Consider the Resolution authorizing the Interlocal Agreement at another time.

**Financial Impact:**

The City of Olympia will receive \$1,400,000.00 from DES during the 2022-2023 fiscal year. Additionally, under a separate contract, the City will receive funding from Washington State Consolidated Technology Services (WaTech), for building(s) also on the State Campus.

**Attachments:**

Resolution  
Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND  
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES FOR FIRE  
PROTECTION SERVICES**

**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**, the State of Washington and the City of Olympia have entered into a series of contracts since 1993 providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the City of Olympia; and

**WHEREAS**, since 1993, a fire protection services agreement(s) was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of state agencies and the City of Olympia; and

**WHEREAS**, negotiations with the State have produced a formula for computing the State's share of the City of Olympia Fire Department's budget, representing total square footage of State-owned buildings for facilities located within the City; and

**WHEREAS**, various State agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

**WHEREAS**, the amount set forth for Washington State Department of Enterprise Services is One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00), which represents its cost for fire protection services for July 1, 2022 through June 30, 2023;



**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the Interlocal Agreement between the City of Olympia and Washington State Department of Enterprise Services.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the attached Interlocal Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF OLYMPIA  
AND  
WASHINGTON STATE  
DEPARTMENT OF ENTERPRISE SERVICES  
FOR FIRE PROTECTION SERVICES**

**THIS AGREEMENT** is made and entered into by and between the City of Olympia, hereinafter referred to as "CITY" and the Washington State Department of Enterprise Services, hereinafter referred to as "DES" pursuant to the authority granted by RCW 39.34.

**IT IS THE PURPOSE OF THIS AGREEMENT** to document the parties' mutual agreement as to the amount of fire protection fees the State of Washington will pay to the CITY for the 2022-2023 State fiscal year. This Agreement is between the CITY and DES, on behalf of all State agencies, for all State-owned property within the city limits.

Whereas, the various State agencies with buildings located within the City limits of Olympia have authorized Washington State Department of Enterprise Services to negotiate with the CITY on their behalf for Fire Protection fees to run from July 1, 2022 through June 30, 2023; and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents the State's share of costs for the 2022-2023 Fire Protection Agreement; and

Whereas, said amount is the State's share of the CITY's fire protection costs, being the result of good faith negotiations between parties, the parties agree as follows:

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

**1. STATEMENT OF WORK**

The CITY shall do all things necessary to provide fire protection services for State-owned buildings administered by DES as outlined in Exhibit "A", in the same manner as the CITY provides such protection to other similar establishments within Olympia.

The CITY Fire Chief shall be responsible for management of the services provided herein. The Fire Chief shall be the contact person for all communication regarding the work under this Agreement. Any requests for records or documents or any other inquiries by DES shall be submitted to the Fire Chief.

**2. TERMS AND CONDITIONS**

All rights and obligations of the parties to this Agreement are subject to and governed by the terms and conditions contained in the text of this Agreement.

**3. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement commences July 1, 2022, and ends on June 30, 2023.

**4. CONSIDERATION**

The State of Washington agencies listed in Section 5, *Billing and Payment Procedures* shall collectively pay the CITY the amount of \$1,400,000.00 for the full year of services under this Agreement. DES and the CITY have determined that the cost of accomplishing the work herein will not exceed \$1,400,000.00 for the 2022-2023 period.

Costs are pro-rated and will be billed by the CITY to the various state agencies as outlined in Section 5, *Billing and Payment Procedures*.

**5. BILLING AND PAYMENT PROCEDURE**

The CITY will invoice state agencies quarterly in July, October, January and April, per Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April). The state agencies shall pay the CITY within 30 days of receipt of properly executed invoice.

Annual Billing Schedule					
State Agency	QTR1	QTR2	QTR3	QTR4	Fiscal Year Total
	July	October	January	April	
Enterprise Services	\$307,176	\$307,176	\$307,176	\$307,177	\$1,228,705
SPSCC	\$40,669	\$40,669	\$40,669	\$40,670	\$162,677
Fish & Wildlife	\$1,055	\$1,055	\$1,056	\$1,056	\$4,222
Evergreen State College	\$1,100	\$ 1,100	\$ 1,100	\$ 1,096	\$4,396
<b>Fiscal Year Total</b>	<b>\$350,000</b>	<b>\$350,000</b>	<b>\$350,001</b>	<b>\$349,999</b>	<b>\$1,400,000.00</b>

DES’s invoices shall be forwarded to:

Department of Enterprise Services  
 Attn: Ashley Howard, CFO  
 PO Box 41460  
 Olympia, WA 98504

**6. AGREEMENT ALTERATIONS AND AMENDMENTS**

DES and the CITY may mutually amend this Agreement at any time. Such amendments are not binding unless they are in writing and signed by authorized representatives of DES and the CITY, or their respective delegates. Changes to agencies’ rate and/or amounts, not DES, must be negotiated between DES and the agencies, in writing, prior to DES signing the Amendment(s). DES’s rates and/or amounts will be negotiated between DES and the CITY.

**7. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

**8. DISALLOWED COSTS**

The City is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

**9. DISPUTES**

In the event that a dispute arises under this Agreement, it must be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The decision of the Dispute Board is final and binding on the parties.

**10. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency must be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work, and
- c. Any other provisions of the agreement, including materials incorporated by reference.

**11. INDEMNIFICATION & INSURANCE**

DES and the CITY each shall defend, indemnify, and hold the other, 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 that entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

**12. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement continue to be employees or agents of that party and may not be considered for any purpose to be employees or agents of the other party.

**13. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement must be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party may not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**14. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**15. TERMINATION**

Either party may terminate this Agreement upon 60-days' prior written notification to the other party. Should state funding become unavailable due to a state government shutdown or revocation of funding for fire protection services by the Legislature, DES may suspend or terminate this agreement immediately upon occurrence of either event.

**16. WAIVER**

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**17. NOTICE**

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

CITY OF OLYMPIA

Attn: Fire Chief

Re: Interlocal Agreement with Washington State Department of Enterprise Services

PO Box 1967

Olympia, WA 98507-1967

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Attn: Ashley Howard, Chief Financial Officer
Re: Interlocal Agreement with City of Olympia
PO Box 41460
Olympia, WA 98504

18. RECORDING

Prior to its entry into force, this Agreement must be filed with the Thurston County Auditor or posted upon a party's website or other electronically retrievable public source as provided by RCW 39.34.040.

19. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement may be deemed to exist or to bind any of the parties hereto. All recitals set forth above are hereby incorporated by reference and made part of the terms of this Agreement.

20. OTHER PROVISIONS

No separate legal or administrative entity, and no joint board, is created by this Agreement. The parties to this Agreement will not jointly acquire, hold, or dispose of any real or personal property under this Agreement. This Agreement is administered by those persons identified in Section 17, above.

Each party signatory hereto, having first had the opportunity to read this Agreement and discuss the same with independent legal counsel, in execution of this document hereby mutually agrees to all terms and conditions.

This Agreement takes effect as of July 1, 2022, regardless of date of execution.

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

City of Olympia

Department of Enterprise Services

SIGNATURE

SIGNATURE

STEVEN J. BURNEY

ASHLEY HOWARD

NAME

NAME

CITY MANAGER

CHIEF FINANCIAL OFFICER

TITLE

TITLE

06/21/2022

DATE

DATE

APPROVED AS TO FORM:

Michael M. Young
DEPUTY CITY ATTORNEY

**EXHIBIT A:  
LIST OF STATE BUILDINGS IN THE CITY OF OLYMPIA**

<b>Building</b>	<b>Agency</b>	<b>Parcel Number</b>
<b>Enterprise Services</b>		
Conservatory (Greenhouse)	Enterprise Services	09850005000
Governor's Mansion	Enterprise Services	09850005000
Insurance	Enterprise Services	09850005000
Joel M. Pritchard Building Library	Enterprise Services	09850005000
John A. Cherberg	Enterprise Services	09850005000
John L. O'Brien	Enterprise Services	09850005000
Legislative	Enterprise Services	09850005000
Legislative Garage	Enterprise Services	09850005000
Temple of Justice	Enterprise Services	09850005000
Ayer Press House	Enterprise Services	31300300100
Carlyon Press House	Enterprise Services	31300300100
Irving R. Newhouse Building	Enterprise Services	31300300100
James M. Dolliver Building	Enterprise Services	37200800100
ProArts	Enterprise Services	55508900601
State Farm	Enterprise Services	55508900700
Helen Sommers	Enterprise Services	60208100100
Employment Security	Enterprise Services	60800200100
BLDG 106 NC for 2021	Enterprise Services	60800200100
DOT Garage	Enterprise Services	62900500100
Information - Visitor Center	Enterprise Services	62900500100
Plaza Garage S of 14th	Enterprise Services	62900500100
Restroom at Visitor Center	Enterprise Services	62900500100
Transportation	Enterprise Services	62900500100
Powerhouse	Enterprise Services	67900000000
Old Capitol	Enterprise Services	78502600000
Washington Street Building	Enterprise Services	78506400300
Union Avenue Building	Enterprise Services	78506400500
Columbia St. Garage	Enterprise Services	78506600100
General Administration	Enterprise Services	78506700500
Old Train Depot	Enterprise Services	78507800100
Archives (storage)	Enterprise Services	78508800000
Land parcel for NRB Garage	Enterprise Services	78509000100
Highway Licenses	Enterprise Services	78509100100
Natural Resources Building	Enterprise Services	83909200000
NRB Garage	Enterprise Services	83909200000
Office Building Two	Enterprise Services	83909200000

Plaza Garage N of 14th	Enterprise Services	83909200000
State Daycare on Perry	Enterprise Services	85003100100
Restroom at Heritage Park	Enterprise Services	91004700000
Capitol Ct. Building	Enterprise Services	99700411500
Capitol Park Building	Enterprise Services	60208100100
<b>Other State Owned Buildings</b>		
Armory	Military Dept	78204900000
SPSCC	SPCC	12828110500
SPSCC (Bowen bldg)	SPCC	81010000100
Coach house	Evergreen State College	51100200100
State Capitol Museum	Evergreen State College	51100200100
Wildlife Office	DFW	91001500000





## City Council

# Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.E  
**File Number:**22-0600

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**Type:** resolution **Version:** 1 **Status:** Consent Calendar

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### Title

Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve a Resolution authorizing an Interlocal Agreement between the City of Olympia (City) and Washington Consolidated Technology Services (WaTech) for Fire Protection services for the July 1, 2022 to June 30, 2023 fiscal year.

### Report

#### Issue:

Whether to approve a Resolution authorizing an Interlocal Agreement with WaTech for Fire Protection services and subsequent billing for WaTech during the July 1, 2022 to June 30, 2023 fiscal year, as allowed per RCW 35.21.779.

#### Staff Contact:

Todd Carson, Interim Fire Chief, 360.753.8460

Toby Levens, Administrative Supervisor, 360.753.8431

#### Presenter(s):

None - Consent Calendar Item

### Background and Analysis:

Since 1993, the City of Olympia has billed the State for Fire Protection services. This billing is allowed per RCW 35.21.779. The RCW stipulates that when the estimated value of State facilities sited in a municipality equals 10 percent or more of that municipality's total assessed valuation, State agencies owning those facilities shall enter into a compulsory fire protection contract with the

municipality to provide an equitable share of the fire protection costs.

State of Washington properties in Olympia, including the Washington State Consolidated Technology Services (WaTech) building at 1500 Jefferson Street, do total to an assessed value of 10 percent. The 1500 Jefferson Street building is included in the calculation used to determine the amount of State property located in the City of Olympia.

The building at 1500 Jefferson Street, occupied by WaTech, chooses to negotiate separately from Department of Enterprise Services for their building(s) on the Capitol Campus. The agreement for the remainder of the Department of Enterprise Services buildings and their fire protection agreement will come forward as a separate action on the July 12, 2022, business meeting agenda.

The amount of the WaTech contract for the 2022-2023 fiscal year is \$115,000.00. This reflects a 7.0 percent increase from the previous contract.

**Neighborhood/Community Interests (if known):**

Fire response to 1500 Jefferson Street is critical to the safety of those who work in the building, as well as the surrounding neighbors.

**Options:**

1. Move to approve the Resolution authorizing the Interlocal Agreement: Accept the terms of the Interlocal Agreement and authorize the City Manager to sign the agreement.
2. Do not approve the Resolution authorizing the Interlocal Agreement and send it back to staff. Expected revenues for the 2022 to 2023 fiscal year from the State may not be collected as anticipated.
3. Consider the Resolution authorizing the Interlocal Agreement at another time.

**Financial Impact:**

The City will receive \$115,000.00 from WaTech during the 2022-2023 fiscal year. Additionally, under a separate contract, the City will receive funding from Washington State Department of Enterprise Services for buildings also on the State Campus.

**Attachments:**

Resolution  
Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND  
WASHINGTON CONSOLIDATED TECHNOLOGY SERVICES (WATECH) FOR FIRE  
PROTECTION SERVICES**

**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**, the State of Washington and the City of Olympia have entered into a series of contracts since 1993, providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the city of Olympia; and

**WHEREAS**, since 1993 a fire protection services agreement(s) was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of state agencies and the City of Olympia; and

**WHEREAS**, RCW Chapter 43.15 establishes an agency for the State of Washington known as the Consolidated Technology Services agency, also known as Washington Technology Solutions or “WaTech”, and that said state agency has entered into a fire protection services agreement with the City of Olympia following the agency’s creation by ESSB 5931, Laws of 2011, Chapter 43, section 801, June 15, 2011; and

**WHEREAS**, negotiations with the State have produced a formula for computing the State’s share of the City of Olympia Fire Department’s budget, representing total square footage of State-owned buildings or facilities located within the City; and

**WHEREAS**, various state agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

**WHEREAS**, the City of Olympia and the Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or “WaTech”, had negotiated a fire services protection agreement for July 1, 2021 through June 30, 2022, to protect the agency’s facilities; and

**WHEREAS**, the amount set forth for Washington State Consolidated Technology Services, also known as Washington Technology Solutions or “WaTech” is One Hundred Fifteen Thousand and No/100 Dollars (\$115,000.00), which represents its cost for fire protection services for July 1, 2022 through June 30, 2023;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Washington State Consolidated Technology Services for Fire Protection Services.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Interlocal Agreement, or to correct any scrivener’s errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

*When recorded return to:*  
City of Olympia  
PO Box 1967  
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA  
AND WASHINGTON CONSOLIDATED TECHNOLOGY SERVICES (WaTech) AN  
AGENCY OF THE STATE OF WASHINGTON FOR FIRE PROTECTION SERVICES  
CTS Contract Number 22-077**

**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 must be authorized by the governing body of each party to the contract and must set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

**WHEREAS**, the State of Washington and the City of Olympia have entered into a series of contracts since 1993 providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the City of Olympia; and

**WHEREAS**, since 1993 a fire protection services agreement was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of State agencies and the City of Olympia; and

**WHEREAS**, RCW Chapter 43.105 establishes an agency for the State of Washington known as the Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," and that said State agency has entered into a fire protection services agreement with the City of Olympia following the agency's creation by ESSB 5931, Laws of 2011, Chapter 43, Section 801, June 15, 2011; and

**WHEREAS**, negotiations with the State have produced a formula for computing the State's share of the City of Olympia Fire Department's budget, representing total square footage of State-owned buildings or facilities located within the City; and

**WHEREAS**, various state agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

**WHEREAS**, the City of Olympia and the Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," had negotiated a fire protection services agreement for July 1, 2021 through June 30, 2022 to protect said agency's facilities; and

**WHEREAS**, the amount set forth below for Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," represents its cost for the July 1, 2022 through June 30, 2023 fire protection services agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the City of Olympia and Washington State Consolidated Technology Services, also known as Washington Technology Solutions or "WaTech," agree as follows:

### **I. Purpose**

The purpose of this Agreement is for the **City of Olympia** to provide fire protection services for **Washington State Consolidated Technology Services**, also known as Washington Technology Solutions or "WaTech," as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

In 2007, the Legislature authorized the Department of Information Services to lease develop or lease purchase a new office building and certain other facilities on the "Wheeler Block" in Olympia. Rather than authorize the issuance of bonds to finance a project to be developed by the state, the Legislature authorized DIS to enter into a financing contract for a project to be privately developed.

WaTech is the leaseholder of the space at 1500 Jefferson Street. FYI Properties, a non-profit formed by the National Development Council is the owner of the facilities at 1500 Jefferson Street. FYI Properties is a non-profit entity that assisted WaTech, formally known as Department of Information Services, in entering into a tax-exempt lease/leaseback financing structure - sometimes referred to as a "63-20 financing and delivery method."

63-20 financings were first approved by the Internal Revenue Service in 1963. Under the 63-20 structure, 63-20 bonds are issued by a nonprofit corporation on behalf of the public agency pursuant to a trust indenture with a bank trustee. This issuance by the nonprofit differentiates the 63-20 financing from COPs, where the public entity is the issuer. The 63-20 bond proceeds are deposited in a project fund held by the trustee and used to finance the capital improvements (undertaken by the nonprofit corporation) that are leased to the public agency.

The nonprofit corporation, often through a private development company, designs and builds the project. The project may be operated and maintained either by the public agency itself under the lease from the nonprofit corporation or by the nonprofit corporation through a management contract with a private management firm. Title to the project typically is held by the nonprofit during the life of the bonds. Title to the improvements is transferred to the public agency at lease maturity when the bonds issued by the nonprofit corporation are retired.

Consolidated Technology Services entered into a thirty-year financing contract with FYI Properties. Wright Runstad & Company also manages the building on behalf of FYI Properties. FYI Properties issued tax-exempt bonds in an amount sufficient to pay for design, construction and financing of the building. Wright Runstad & Company made draws from FYI Properties to pay for construction costs during the construction period. Upon completion of the construction, FYI Properties will "lease-back" all Project improvements to WaTech. At the end of the thirty- year lease term, FYI Properties will convey title to the building back to WaTech.

Since 2011, WaTech has explored whether or not it has both the statutory authority and an allocation to pay the contract for Fire Services. DES paid for the building in the past on behalf of WaTech without authorization. In a good faith effort to resolve the question of authority to pay fire protection services under RCW 52.30.020, WaTech paid for one year of fire service in the past as well. Because of the nature of the financing contract at issue, WaTech is concerned it lacks authority under RCW 52.30 since 1500 Jefferson Street is not a State-Owned building, however, WaTech would like to recompense the City in order to maintain services and preserve the building as it has a long-term leasehold interest and will be the ultimate owner. As such, it is entering this agreement as an alternative mechanism for payment under its authority of RCW 43.105.

## **II. Scope of Agreement**

The **City of Olympia** shall do all things reasonable and necessary to provide fire protection services for the **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," as outlined in **Exhibit "A"** in the same manner as the **City of Olympia** provides fire protection services to other State agencies or establishments located within the **City of Olympia**.

The **City of Olympia** Fire Chief is responsible for management of the fire protection services provided herein. The Fire Chief is the contact person for all communication regarding any work under this Agreement. Any **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or 'WaTech', shall submit any requests for records or documents or any other inquires," to the Fire Chief.

## **III. Consideration**

**Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," shall pay to the **City of Olympia** the amount of **One Hundred and Fifteen Thousand Dollars and Zero Cents (\$115,000.00)** for fire protection services under this Agreement for the period starting July 1, 2022 through June 30, 2023.

Costs will be billed by as outlined in Section V. Billing/Payment Procedures.

**IV. Records Maintenance**

The **City of Olympia** shall maintain all budget documents and other records required by law which reflect the costs of fire protection services provided by the City. These documents and records are subject to inspection or review by **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," or any other entity so authorized by law.

**V. Billing/Payment Procedures**

The **City of Olympia** shall invoice **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," quarterly in July, October, January, and April, per the Billing Schedule below, on or before the 10<sup>th</sup> of the quarter month (July, October, January and April), except where past payments are due, in which event the **City of Olympia** will invoice for all prior unpaid quarterly installments. **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," will pay the City of Olympia within thirty (30) days of receipt of properly executed invoice.

<b>Annual Billing Schedule</b>				
<b>Qtr. 1</b>	<b>Qtr. 2</b>	<b>Qtr. 3</b>	<b>Qtr. 4</b>	<b>Fiscal Year Total</b>
<b>July \$28,750.00</b>	<b>October \$28,750.00</b>	<b>January \$28,750.00</b>	<b>April \$28,750.00</b>	<b>Total \$115,000.00</b>

**VI. Indemnification & Insurance**

**Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia** each agree to defend, indemnify, and hold the other, 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 each entity's respective performance of its responsibilities under this Agreement, except to the extent such injuries and damages are caused by the sole negligence of the other party.

**VII. Agreement Alterations and Amendments**

The **City of Olympia** shall provide written notification to the Department of Commerce, and **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," as required by RCW 35.21.779, of the **City of Olympia's** intent to contract for fire protections services in future years. **Washington State Consolidated**



**Technology Services** agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia** may mutually amend this Agreement at any time. Such amendments are not binding unless they are in writing and signed by authorized representatives of **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia**, or their respective designees.

#### **VIII. Duration of Agreement**

This Agreement commences on July 1, 2022 and continues through June 30, 2023, unless terminated sooner as provided herein.

#### **IX. Termination of Agreement**

This Agreement may be terminated by either party upon sixty (60) days written notification. If this Agreement is so terminated, the terminating party is liable only for performance in accordance with the terms of this Agreement rendered prior to the effective date of termination.

#### **X. Disputes**

In the event that a dispute arises under this Agreement, it must be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The decision of the Dispute Board is final and binding on the parties.

#### **XI. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the **City of Olympia** and the **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," and supersedes any and all prior agreements oral or otherwise, with respect to the subject matter addressed herein.

#### **XII. Severability**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of this Agreement, or application of the provision to other persons or circumstances is unaffected.

#### **XIII. Recording**

The City shall file this Agreement with the Thurston County Auditor's Office or this Agreement may be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

**XN. Notice**

Any notice required under this Agreement must 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: Fire Chief  
City of Olympia  
PO Box 1967  
Olympia, WA 98507-1967

**Washington State Consolidated Technology Services agency,  
also known as Washington Technology Solutions or "WaTech"**

Attn: Wendi Gunther, Chief Financial Officer  
Washington Consolidated Technology Services (WaTech)  
1500 Jefferson Street SE  
PO Box 41501  
Olympia, WA 98504-1501

**XV. Interpretation and Venue**

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of this Agreement is in the Superior Court of Thurston County, State of Washington.

**XVI. Effective Date**

This Agreement takes effect as of July 1, 2022 and ends June 30, 2023, unless earlier terminated as provided above.

**CITY OF OLYMPIA**

**Washington State Consolidated  
Technical Services, "WaTech"**

\_\_\_\_\_  
Steven J. Burney, City Manager

Wendi Gunther  
\_\_\_\_\_  
Wendi Gunther, Deputy Director

Date: \_\_\_\_\_

Date: 07/05/2022

Approved as to form:

Michael M. Young  
\_\_\_\_\_  
Deputy City Attorney

**Exhibit A**

Tenant	Address of Building
WaTech	1500 Jefferson Office/parking Jefferson Building Data Halls Jefferson Building Utility Total square footage, 485,918



## City Council

### Approval of a Resolution Authorizing the First Amendment to an Intergovernmental Agreement between the Cities of Olympia, Lacey, Tenino, Tumwater, and Yelm and Thurston County and for Law Enforcement Records Management System

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.F  
**File Number:**22-0611

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**Type:** resolution **Version:** 1 **Status:** Consent Calendar

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#### **Title**

Approval of a Resolution Authorizing the First Amendment to an Intergovernmental Agreement between the Cities of Olympia, Lacey, Tenino, Tumwater, and Yelm and Thurston County and for Law Enforcement Records Management System

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee

##### **City Manager Recommendation:**

Move to approve a Resolution Authorizing the First Amendment to an Intergovernmental Agreement between the Cities of Olympia, Lacey, Tenino, Tumwater, and Yelm and Thurston County and for Law Enforcement Records Management System.

#### **Report**

##### **Issue:**

Whether to approve a Resolution Authorizing the First Amendment to an Intergovernmental Agreement between the Cities of Olympia, Lacey, Tenino, Tumwater, and Yelm and Thurston County and for Law Enforcement Records Management System.

##### **Staff Contact:**

Rich Allen, Police Chief, Olympia Police Department, 360.753.8147

##### **Presenter(s):**

None - Consent Calendar Item.

##### **Background and Analysis:**

On April 22, 2009, the Cities of Lacey, Olympia, Tenino, and Yelm (Cities) entered into an Intergovernmental Agreement for a Law Enforcement Records Management System to allow the

departments to share the cost of expensive records management software and to centralize the management of the system.

The Cities have agreed to add the Thurston County Sheriff's Office as a Member Agency of the agreement, related to development and administration of the future replacement of the Records Management System, requiring an amendment to the Agreement.

Section X of the Agreement provides that it may only be amended by written agreement signed by the parties and recorded with the Thurston County Auditor's Office.

**Neighborhood/Community Interests (if known):**

There are no known specific community interests related to this agreement.

**Options:**

1. Approve a Resolution Authorizing the First Amendment to an Intergovernmental Agreement between the Cities of Olympia, Lacey, Tenino, Tumwater, and Yelm and Thurston County and for Law Enforcement Records Management System.
2. Request modifications to the Resolution or Agreement and approve at a future date.
3. Do not approve the Resolution and provide staff with alternate direction

Options 2 and 3 would require additional staff time to edit and re-negotiate terms of the agreement.

**Financial Impact:**

Any costs related to the selection, purchase, and maintenance of any replacement Records Management System will be split between the six member agencies. There is no estimate of what that would cost at this time.

**Attachments:**

Resolution  
Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM BETWEEN THE CITIES OF OLYMPIA, LACEY, TENINO, TUMWATER, AND YELM AND THURSTON COUNTY FOR LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

**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 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**, the Cities of Lacey, Olympia, Tenino, and Yelm (the “Parties”) entered into an Intergovernmental Agreement for Law Enforcement Records Management System (the “Agreement”) on April 22, 2009; and

**WHEREAS**, Section X of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties and recorded with the Thurston County Auditor’s Office; and

**WHEREAS**, the Parties desire to add the Thurston County Sheriff’s Office as a Member Agency related to development and administration of the future replacement of the Records Management System, requiring an amendment to the Agreement;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the form of the First Amendment to the Intergovernmental Agreement between the Cities of Olympia, Lacey, Tenino, Tumwater, and Yelm and Thurston County for Law Enforcement Records Management System and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the First Amendment to the Intergovernmental Agreement for Law Enforcement Records, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT FOR  
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

This First Amendment ("Amendment") is dated effective as of the date of the last signature affixed hereto, and is entered into by and between the cities of Lacey, Olympia, Tenino, Tumwater and Yelm, and Thurston County, collectively referred to herein as "the Parties" and individually as "Party".

A. The Cities of Lacey, Olympia, Tenino, Tumwater, and Yelm entered into an Intergovernmental Agreement for Law Enforcement Records Management System ("Agreement") on April 22, 2009.

B. Section X of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties and recorded with the Thurston County Auditor's Office.

C. In consideration of the mutual benefits and covenants contained herein, the Parties desire to add the Thurston County Sheriff's Office as a Member Agency related to development and administration of the future replacement of the Records Management System, requiring an amendment to the Agreement.

NOW, THEREFORE, the parties agree to the Agreement is amended as follows:

**1. PARTICIPATING AGENCIES**

Section II.A of the Agreement is amended to read as follows:

A. Member Agencies (currently Central Square/1 Solution "System"): The participating agencies operated by the Parties to this Agreement (the "Member Agencies") shall design, develop, manage, and administer the System on behalf of the Parties. The Member Agencies share in the initial capital cost of the System and are full voting members on the Executive Board, as set forth in Section IV.B herein. The Member Agencies are:

1. The City of Lacey Police Department;
2. The City of Olympia Police Department;
3. The City of Tenino Police Department;
4. The City of Tumwater Police Department;
5. The City of Yelm Police Department;
6. The Thurston County Sheriff's Office (shall be a full voting member for purposes of the future replacement "System" only).



## **2. INSTITUTIONAL ARRANGEMENT**

Section IV.B.2(a) of the Agreement is amended to read as follows:

2. Voting
  - a. Each Member Agency representative is entitled to one vote on all System matters. The Thurston County Sheriff (or designee) is restricted to voting only on matters related to any System that replaces the original RMS system, which is CentralSquare.

Section IV.D.1(a) of the Agreement is amended to read as follows:

1. Composition, Powers and Voting
  - a. Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Users' Committee. Further, the System Administrator will also serve as staff to the Users' Committee. The Thurston County Sheriff's Office representative is restricted to voting only on matters related to the future replacement System.

Section IV.E.1(a) of the Agreement is amended to read as follows:

1. Composition, Powers and Voting
  - a. Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Technical Advisory Committee. One person from the entity with which the Member Agencies contract to manage the System infrastructure will also serve as an ad hoc member of the Technical Advisory Committee. Further, the System Administrator will also serve as staff to the Technical Advisory Committee. The Thurston County Sheriff's Office representative is restricted to voting only on matters related to the future replacement System.

## **3. ENTRY AND EXIT MECHANISM**

Section IX.A.2 of the Agreement is amended to read as follows:

2. The Executive Board shall set new party assessments for new Subscriber and Member Agencies at the time of admission or, in the case of the Thurston County Sheriff's office, upon incurring costs for the future replacement System.

Section IX.A.3 of the Agreement is amended to read as follows:

3. The Executive Board shall set the New Member Agency regular assessments per the formula detailed in Section VI.C.1.

4. **AMENDMENT or VARIATION TO THE AGREEMENT**

Section X. of the Agreement is amended to read as follows:

This Agreement may be amended at any time. The Agreement, together with any Amendments, must be in writing and shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office as set forth in RCW 39.34.040.

5. **FINANCIAL ARRANGEMENT**

The following language shall be added to Section VI.C. and VI.D. of the Agreement

TCSO will be paying fees, regular and special, that are related to the selection, purchase and maintenance of any replacement RMS.

- The 5 cities of the original ILA executed April 22, 2009 are paying for and can make decisions about everything related to the **current RMS** (CentralSquare) system.
- The 5 cities of the original ILA executed April 22, 2009 plus TCSO will be paying for and can make decisions about everything related to **any new RMS**, including the procurement of a new system.

6. Add a new Section XVII to the Agreement entitled, **RECORDS:**

Each Agency is responsible for maintenance, retention, and response to any records requests under the Public Records Act.

7. Add a new Section XVIII to the Agreement, entitled, **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, 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.

Except as expressly provided in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect.

This Amendment is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

Dated this day and date set opposite the signature of each party.

CITY OF LACEY

By: \_\_\_\_\_  
Scott Spence, City Manager

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
David Schneider, City Attorney

CITY OF OLYMPIA

By: \_\_\_\_\_  
Steven J. Burney, City Manager

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Annaliese Harksen, Deputy City Attorney

CITY OF TENINO

By: \_\_\_\_\_  
Wayne Fournier, Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Rick Hughes, City Attorney

CITY OF TUMWATER

By: \_\_\_\_\_  
Debbie Sullivan, Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

CITY OF YELM

By: \_\_\_\_\_  
Joe DePinto, Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Brent Dille, City Attorney

COUNTY OF THURSTON

By: \_\_\_\_\_  
Carolina Mejia, County Commissioner

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jon Tunheim, County Prosecutor



## City Council

### Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Transportation to Address Encampments Along State-Owned Rights-of- Way

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.G  
**File Number:**22-0647

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**Type:** resolution   **Version:** 1   **Status:** Consent Calendar

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#### **Title**

Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Transportation to Address Encampments Along State-Owned Rights-of-Way

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve a Resolution authorizing an interlocal agreement with the Washington State Department of Transportation to address encampments along state-owned rights-of-way.

#### **Report**

##### **Issue:**

Whether to approve a Resolution authorizing an interlocal agreement with the Washington State Department of Transportation to address encampments along state-owned rights-of-way.

##### **Staff Contact:**

Darian Lightfoot, Housing Programs Manager, City Manager's Office, 360.280.8951

##### **Presenter(s):**

None - Consent Calendar Item.

#### **Background and Analysis:**

In April 2022, the Department of Transportation contacted City of Olympia's homeless outreach team to share direction from the Governor's office regarding encampments along the I-5. Several locations throughout Thurston County were identified as priority sites to be cleared and monitored to discourage reestablishment by unhoused residents. The past few months, the Regional Housing Council has been partnering with both the Department of Commerce and Department of Transportation to establish an agreement to respond to the Governor's direction and utilize the

current successful processes and services within the county.

The Interlocal Agreement outlines interventions and financial support to the City of Olympia to monitor the cleared encampments along the I-5 and provide ongoing outreach and debris removal for the state-owned properties. The City's homeless outreach team has current standard operating procedures to address city-owned right-of-way encampments including relationships with service providers, rapport with the unhoused residents, and contracts for cleans that will be replicated at these encampments as well.

The Department of Transportation has agreed to fund a consistent hourly rate of 10 hours per week for two outreach workers to focus on the identified sites for the next 2.5 years. They have also included a clearing budget of up to \$200,000 and \$10,000 for supplies and outreach support.

Coupling this agreement with the robust jurisdictional Memorandum of Understanding and funding package lead by the Department of Commerce, the City believes unhoused residents along the I-5 will have a much clearer and successful transition to permanent shelter/housing than previous encampment clearings. This relationship with the Department of Commerce and Department of Transportation will continue over the next 2.5 years with the expectation that roles and services may evolve to best meet the needs of service providers and our unhoused community members. The City is committed to completing the responsibilities outlined within the agreement while also providing a humane and supportive transition for our unhoused community.

**Neighborhood/Community Interests (if known):**

The homeless response team receives calls and emails daily about residents and excessive debris along the state-owned rights-of-way. The work being completed in this agreement is of great concern in the community and works in tandem with the inter-agency Memorandum of understanding being executed for the same locations.

**Options:**

1. Move to approve a Resolution authorizing an interlocal agreement with the Washington State Department of Transportation to address encampments along state-owned rights-of-way.
2. Amend the Resolution and approve with proposed amendments.
3. Take other action.

**Financial Impact:**

WSDOT has allocated \$130,000 directly supporting the outreach team for the next 2.5 years to provide on-going engagement to residents on state rights-of-way. The \$210,000 is allocated on an as-needed bases and will be drawn for cleans of rights-of-way and supplies for resident outreach.

**Attachments:**

Resolution  
Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION TO ADDRESS ENCAMPMENTS ALONG STATE-OWNED RIGHTS-OF-WAY**

**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**, SSB 5165, Section 215 9(a) provides funding solely for the Washington State Department of Transportation (WSDOT) to address the risks to safety and public health associated with homeless encampments on or adjacent to WSDOT owned rights-of-way (ROW). WSDOT must coordinate and work with local government officials to provide services and direct people to housing alternatives that are not in highway ROW to help prevent future encampments from forming on highway ROW; and

**WHEREAS**, the Parties desire to confirm their partnership in addressing the public safety, public health, and environmental risks associated with homeless encampments on state-owned ROW; and

**WHEREAS**, the terms of the partnership are to be documented in an Interlocal Agreement, which includes WSDOT's agreement to pay the City up to \$340,000 and the City's agreement to assist WSDOT with addressing homeless encampments on state-owned ROW; and

**WHEREAS**, this Interlocal Agreement between WSDOT and the City is part of a partnership between the State, through the Department of Commerce, WSDOT, and the Washington State Patrol, and the Cities of Olympia, Lacey, and Tumwater, and Thurston County, to address homelessness encampments on state-owned ROW and to transition unhoused persons staying on such ROW into housing; that partnership is governed by a Memorandum of Understanding, to be executed by the state agencies and the cities and the County;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Department of Transportation to address encampments along State-owned rights-of-way and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY



**GCB 3741**  
**Interlocal Agreement**  
**Between**  
**Washington State Department of Transportation**  
**And**  
**City of Olympia**

This Agreement is between the Washington State Department of Transportation (WSDOT) and City of Olympia (CITY); hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

**Recitals**

- A.** SSB 5165, Section 215 9(a) provides funding solely for WSDOT to address the risks to safety and public health associated with homeless encampments on or adjacent to WSDOT owned rights-of-way (ROW). WSDOT must coordinate and work with local government officials to provide services and direct people to housing alternatives that are not in highway ROW to help prevent future encampments from forming on highway ROW.
- B.** The Parties desire to confirm their partnership in addressing the public safety, public health, and environmental risks associated with homeless encampments on state owned ROW.

NOW THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A by this referenced incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

**1. General**

- 1.1 WSDOT will continue to conduct clean-up efforts and will post and maintain "No Trespassing" warning signs at all of its property.
- 1.2 CITY will follow adopted policies and procedures, including but not limited to: *Guidelines to Address Illegal Encampments within State Right of Way*, of the WSDOT Safety Manual found at: <https://www.wsdot.wa.gov/publications/manuals/fulltext/M75-01/Safety.pdf>
- 1.3 The CITY will continue to assist with clean-up efforts as necessary with WSDOT on a limited basis.
- 1.4 While on WSDOT premises, the CITY, its agents, employees, or subcontractors shall comply with WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases (such as Covid).
- 1.5 The Parties will work together for the purpose of connecting at-risk populations inside WSDOT right-of-way with critical wrap-around social services and resources that can aid and improve the circumstances of homeless persons ability to leave the ROW.
- 1.6 The property subject to this agreement shall include all WSDOT right-of-way located within the CITY.

- 1.7 The effective date of this agreement is the date of last signature with a termination date of June 30, 2025, or before if available funding is fully expended.

## **2. Payment**

- 2.1 WSDOT in consideration of the faithful performance of the work to be done by the CITY, in accordance with this Agreement will reimburse the CITY for the actual direct and related indirect cost of the work in an amount not to exceed Three Hundred Forty Thousand Dollars (\$340,000) over the term of the agreement.
- 2.2 Partial payments shall be made by WSDOT, upon request of the CITY, to cover costs incurred. These payments are not to be more frequently than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.
- 2.3 The CITY agrees to submit a final bill to WSDOT within ninety (90) days after completion of Work and no more often than once per month.
- 2.4 Invoices and Payment  
The CITY shall submit invoices that include detailed backup information including but not limited to timesheet reports. Each CITY invoice shall include the following items:
  - Agreement number and title.
  - Invoice number.
  - Period covered by the invoice (specific beginning and ending calendar days).
  - Total amount expended to-date against the CITY's preliminary estimate, which WSDOT has agreed to as the total dollar amount for this agreement.
  - A brief narrative progress report that addresses progress of the work performed by the CITY.
- 2.5 WSDOT will review invoices, and associated attachments, and will notify the CITY of any unallowable/disapproved costs. WSDOT will specify the reason for any unallowable/disapproved costs on the invoiced amounts it believes it is not responsible for and/or may request justification from the CITY for the unallowable/disapproved costs. If the CITY provides the justification and WSDOT approves the cost, the CITY may resubmit the unallowable/disapproved costs in a subsequent invoice, noted as a resubmittal and within 60-days' notice of WSDOT's notification to the CITY of the initial unallowable/ disapproved cost.
- 2.6 Otherwise, the Parties may enter into the dispute resolution process (all unallowable/disapproved costs shall be subject to the dispute resolution process unless otherwise agreed to by the Parties) as noted in Section 3.

## **3. Dispute Resolution**

- 3.1 The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- 3.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:

- 3.2.1 Upon receipt of a written notice of request for dispute resolution, the WSDOT and the CITY Project Managers shall meet within ten (10) Business Days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all Designated Representative attending the meeting who requested to attend the meeting.
- 3.2.2 If unresolved, the Olympic Regional Administrator and the CITY's counterpart shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.
- 3.2.3 Court of Law. If the Parties have not resolved the dispute within five (5) Business Days after the second level meeting, at any time thereafter either Party may seek relief under this Agreement in a court of law. The Parties agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this section.

#### **4. Modification**

- 4.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### **5. Indemnification and Insurance**

- 5.1 To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the CITY will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the CITY, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the CITY's own negligence. WSDOT and the CITY agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing Party. This indemnification shall survive the termination of this Agreement.
- 5.2 CITY warrants that it is self-insured pursuant to a self-insurance "risk pool" duly authorized by the State of Washington and agrees to provide acceptable evidence of its self-insured status to WSDOT. CITY self-insurance risk pool insurance policy must provide liability coverage for its operations under this Agreement, including (i) general liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million Dollars (\$5,000,000.00) per policy period; coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis; and (ii) commercial automobile liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the operations under this Agreement, with a combined single limit of not less than One Million \$1,000,000 per occurrence. WSDOT shall be named as an additional insured by endorsement of the

commercial general liability coverage provided under the “risk pool” coverage, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. Coverage obtained by County in compliance with the Section shall not be deemed as having relieved County of any liability in excess of such coverage.

5.3 In the event CITY is not a party to a state approved self-insurance “risk pool”, it shall secure insurance coverage in conformance with the required of this Section 5.2 and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, evidencing the procurement of the required insurance coverages. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification on any such general liability policies.

**6. Governing Law and Venue**

6.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys’ fees, witness fees, and costs.

**7. Independent capacity**

7.1 The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

**8. Contacts and Notices**

8.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

**CITY Project Manager shall be:**

Housing Programs Manager  
Darian Lightfoot  
PO Box 1967  
Olympia, WA 98507  
Phone: (360) 753-8033  
Email: dlighto@ci.olympia.wa.us

**WSDOT Project Manager shall be:**

Maintenance Superintendent – Area 1  
Jeff Hastings  
11211 41<sup>st</sup> Ave SW  
Lakewood, WA 98499  
Phone (253) 983-7550  
Email: hastinj@wsdot.wa.gov

**9. Severability**

9.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

**10. Termination**

10.1 Neither WSDOT nor the CITY may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the CITY shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

**11. No Third-Party Beneficiaries**

11.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any Party hereto.

**12. Audits/Records**

12.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

**13. Working Days**

13.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

**14. Counterparts**

14.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

<b>City of Olympia</b>	<b>Washington State Department of Transportation</b>
By:	By:
Printed: Steven J. Burney	Printed: Troy A. Cowan
Title: City Manager	Title:
Date:	Date:
<b>Approved as to Form City of Olympia</b>	<b>Approved as to Form Washington State Department of Transportation</b>
By: <i>Michael M. Young</i>	By:
Printed: Michael M. Young	Printed:
Title: Deputy City Attorney	Title:
Date: 07/01/2022	Date:

# GCB 3741

## Exhibit A

### Budget

<b>Category</b>		<b>Total</b>
Outreach RFP	2 people (\$50/per hour, 10 hours per week through June 2025	\$130,000
Supplies	Trash bags, water, totes, etc.	\$10,000
Cleaning, Repairs, and Maintenance		\$200,000
<b>TOTAL NOT TO EXCEED</b>		<b>\$340,000</b>



## City Council

### Approval of a Resolution Authorizing an Agreement between the cities of Olympia, Lacey, Tumwater; Washington State Departments of Commerce and Transportation, Washington State Patrol; and Thurston County for Transitioning People Out of State-Owned Rights-of-Way

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.H  
**File Number:**22-0648

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**Type:** resolution **Version:** 1 **Status:** Consent Calendar

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#### **Title**

Approval of a Resolution Authorizing an Agreement between the cities of Olympia, Lacey, Tumwater; Washington State Departments of Commerce and Transportation, Washington State Patrol; and Thurston County for Transitioning People Out of State-Owned Rights-of-Way

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve a Resolution authorizing an agreement between the cities of Olympia, Lacey, and Tumwater; Washington State Departments of Commerce and Transportation and State Patrol; and Thurston County for Transitioning People Out of State-Owned Rights-of-Way.

#### **Report**

##### **Issue:**

Whether to approve a Resolution authorizing an agreement between the cities of Olympia, Lacey, and Tumwater; Washington State Departments of Commerce and Transportation and State Patrol; and Thurston County for Transitioning People Out of State-Owned Rights-of-Way.

##### **Staff Contact:**

Darian Lightfoot, Housing Programs Manager, City Manager's Office, 360.280.8951

##### **Presenter(s):**

None - Consent Calendar Item.

##### **Background and Analysis:**

In May 2022, the Department of Commerce contacted members of the Regional Housing Council



(RHC) to share direction from the Governor’s office regarding encampments along the I-5. Several locations throughout Thurston County were identified as priority sites to be cleared and monitored to discourage reestablishment by unhoused residents. The RHC was charged with creating a multi-phased plan to shelter/house all persons residing on the identified rights-of-way.

The MOU outlines the agreed upon goals and priorities established among the involved parties:

- Promptly identifying existing emergency and other housing that people living in rights of way can be referred to.
- Engaging people living in rights of way to assess their needs through coordinated entry or other assessments and refer them to identified emergency and other housing and other available services.
- Immediately begin to create additional emergency and other housing dedicated to people living in rights of way.
- Identify and implement strategies to keep cleared sites uninhabited.
- Identify strengths and weaknesses in the short-term strategy to implement a more comprehensive long-term approach to individuals and families living in public places.

Anticipated engagement and projects aligning with these priorities are outlined for the next 3 years and will require ongoing collaboration with all parties associated with this MOU.

The Department of Commerce has noted several times that due to the strength and established commitment of the RHC, this initiative has been able to leverage available funding more successfully than neighboring jurisdictions and will see greater financial investment by state departments.

The requirement set by the funding proviso outlines how permanent shelter/housing must be available and provided to each person being cleared on the state-owned right-of-way prior to closure and will be offered continued support throughout the duration of the MOU. Rather, regardless of people remaining in housing upon exiting the rights-of-way, they will continue to be offered housing and supportive services as long as the need is there. The RHC sees this distinction critical to truly make an impact on the unhoused population in our community.

**Neighborhood/Community Interests (if known):**

The homeless outreach team receives calls about people residing on the state-owned rights-of-way daily expressing concerns about resident’s safety and compiling debris. The scheduled clearings would address those concerns and are of great interest to the community. People living near high-speed traffic, directly exposed to air and noise pollution with little access to support services is a major concern of the city and provider community. Funding and efforts solely directed to housing every person impacted by the clearings is imperative to the success of the MOU.

**Options:**

1. Move to approve a Resolution authorizing an agreement between the cities of Olympia, Lacey, and Tumwater; Washington State Departments of Commerce and Transportation and State Patrol; and Thurston County for Transitioning People Out of State-Owned Rights-of-Way.
2. Amend and move to approve a Resolution authorizing an agreement between the cities of Olympia, Lacey, and Tumwater; Washington State Departments of Commerce and Transportation and State Patrol; and Thurston County for Transitioning People Out of State-

Owned Rights-of-Way.

3. Do not approve the Resolution.

**Financial Impact:**

The proposed Memorandum of Understanding does not directly have funds associated with the work required, however, the Department of Commerce and the Department of Transportation have both entered into contracts with the City to support this effort financially covering costs for outreach, administration, supplies, cleans, tiny home village development, and right-of-way improvements.

**Attachments:**

Resolution

Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF OLYMPIA, LACEY, AND TUMWATER, WASHINGTON STATE DEPARTMENTS OF COMMERCE AND TRANSPORTATION, WASHINGTON STATE PATROL, AND THURSTON COUNTY FOR TRANSITIONING PEOPLE OUT OF STATE RIGHTS OF WAY IN THURSTON COUNTY**

**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**, the State of Washington, through the Department of Commerce, the Department of Transportation, and the Washington State Patrol, is embarking on an effort to transition unhoused individuals currently on certain state-owned rights-of-way off those rights-of-way and into housing; and

**WHEREAS**, the City of Olympia, along with the cities of Lacey and Tumwater and Thurston County, wish to cooperate and assist the State with the effort to transition unhoused individuals from those state-owned rights-of-way into housing; and

**WHEREAS**, in order to facilitate this cooperation and assistance, the State, through the Department of Commerce, the Department of Transportation, and the Washington State Patrol, and The Cities of Olympia, Tumwater, and Lacey, and Thurston County, seek to enter into a Memorandum of Understanding, in order to achieve the following goals and objectives:

- Promptly identifying existing emergency and other housing that people living in rights of way can be referred to.
- Engaging people living in rights of way to assess their needs through coordinated entry or other assessments and refer them to identified emergency and other housing and other available services.
- Immediately begin to create additional emergency and other housing dedicated to people living in rights of way.
- Identify and implement strategies to keep cleared sites uninhabited.
- Identify strengths and weaknesses in the short-term strategy to implement a more comprehensive long-term approach to individuals and families living in public places.

**WHEREAS**, entering into such a Memorandum of Understanding is to the benefit of the City of Olympia and consistent with the City's goals and strategies for addressing homelessness in the community; and

**WHEREAS**, specifically, the Memorandum of Understanding will provide an overarching framework for the City's cooperation and assistance with the State, which includes entering into an Interlocal Agreement with the Department of Commerce, by which the City will receive funding from the Department of Commerce for the City's planned tiny home community at the Franz Anderson site (the Council approved the form of this Interlocal Agreement at its June 21, 2022 meeting in Resolution No. M-2347 and authorized the City Manager to execute that Interlocal Agreement on behalf of the City);

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the form of Memorandum of Understanding between the Cities of Olympia, Lacey, and Tumwater, Washington State Departments of Commerce and Transportation, Washington State Patrol, and Thurston County for transitioning people out of State rights of way in Thurston County and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Memorandum of Understanding, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

# **MEMORANDUM OF UNDERSTANDING**

## **Transitioning people out of state rights of way in Thurston County**

### **PARTIES**

This is an agreement of the following parties:

- Washington State Department of Commerce (“COM”)
- Washington State Department of Transportation (“WSDOT”)
- Washington State Patrol (“WSP”)
- City of Olympia
- City of Lacey
- City of Tumwater
- Thurston County

### **PURPOSE**

This memorandum establishes an understanding between the parties regarding the resources and processes that will be deployed to assist people in moving out of state rights of way and into housing.

### **GUIDING PRINCIPLES**

The signatories understand that it will require working in a collaborative fashion to achieve the short-term goal of transitioning people from specific prioritized state rights of way into housing by implementing the following strategies:

- Promptly identifying shelter and housing that people living in rights of way can be referred to.
- Engaging people living in rights of way to assess their needs and refer them to identified emergency and other housing and other available services with their selected belongings prior to the clearing of rights of way.
- Identify and implement strategies to keep cleared sites uninhabited.
- Identify strengths and weaknesses in the short-term strategy to implement a more comprehensive long-term approach to individuals and families living in public places.

### **GOALS AND OBJECTIVES**

The signatories understand that it will require working in a collaborative fashion to achieve the short-term goal of transitioning people from specific prioritized state rights of way into housing by implementing the following strategies:

- Promptly identifying existing emergency and other housing that people living in rights of way can be referred to.
- Engaging people living in rights of way to assess their needs through coordinated entry or other assessments and refer them to identified emergency and other housing and other available services.
- Immediately begin to create additional emergency and other housing dedicated to people living in rights of way.
- Identify and implement strategies to keep cleared sites uninhabited.
- Identify strengths and weaknesses in the short-term strategy to implement a more comprehensive long-term approach to individuals and families living in public places.

## STRUCTURE

- **COMMERCE** shall be represented by Diane Klontz, Assistant Director, Telephone: (360) 725-4142, Email: [diane.klontz@commerce.wa.gov](mailto:diane.klontz@commerce.wa.gov).
- **WSDOT** shall be represented by Amy Scarton, Deputy Secretary - Transportation, Telephone: (206) 515-3401, Email: [scartoa@wsdot.wa.gov](mailto:scartoa@wsdot.wa.gov).
- **WSP** shall be represented by John Batiste, Chief of the Washington State Patrol, Telephone: (360) 596-4000, Email: [john.batiste@wsp.wa.gov](mailto:john.batiste@wsp.wa.gov).
- **Thurston County** shall be represented by Tom Webster, Office of Housing and Homeless Prevention, Telephone: (360) 867-2531, Email: [thomas.webster@co.thurston.wa.us](mailto:thomas.webster@co.thurston.wa.us).
- **City of Lacey** shall be represented by Rick Walk, Director of Community and Economic Development, Telephone: (360) 438-2638, Email: [RWALK@ci.lacey.wa.us](mailto:RWALK@ci.lacey.wa.us).
- **City of Olympia** shall be represented by Darian Lightfoot, Housing Programs Manager, Telephone: (360) 753-8033, Email: [dlightfo@ci.olympia.wa.us](mailto:dlightfo@ci.olympia.wa.us).
- **City of Tumwater** shall be represented by Brad Medrud, Long Range Planning Manager, Telephone: (360) 754-4180, Email: [BMedrud@ci.tumwater.wa.us](mailto:BMedrud@ci.tumwater.wa.us).

## COMMITMENTS

The Parties to this MOU agree that:

COM, WSP, and WSDOT will commit and prioritize available appropriations and other state capacities at the scale necessary to address people living in state rights of way sites identified by the WSDOT.

Local governments will expand and prioritize local capacity to perform outreach and provide housing to individuals and families living in state rights of way identified by WSDOT.

WSDOT and WSP will work with local governments to maintain and secure sites that have been relocated from the state rights of way.

It is the intent of the parties to this agreement to pursue specific agreements to implement the following to address people living in state rights of way identified by WSDOT, subject to change as needed to address changing circumstances. Commitments to projects and funding beyond the first year are subject to review under the required stakeholder feedback process, the results of which may necessitate changes to the agreement and related contracts. The specifics of how funding will flow from the state and who will execute the work will be determined later, specified in contracts separate from this agreement:

1. Outreach to people living in WSDOT identified state rights of way, including offering them coordinated entry intake and assessment and referrals and/or placement in emergency or other housing starting in June 2022, funded by the state for three years.
2. Prioritization of at least 24 existing shelter beds for people living in WSDOT identified state rights of way starting June 2022, funded by the state for three years.
3. Expansion of existing hotel leasing, case management, and support services for domestic violence survivors, homeless youth, and other people living in identified state rights of way for which regular shelter placements are not appropriate, starting in July 2022; funded by the state for three years.
4. Siting, site improvements, and acquisition or building of fifty new tiny homes (capacity for about sixty people) prioritized for people living in WSDOT identified state rights of way, each with a

window and locking door, with ready access to hygiene and food, occupancy goal of September 2022, or as soon as possible thereafter; funded by the state.

5. State capital and long-term operating and service funding, increased or decreased based on the number of units available, agreed to, and provided, for the purchase and renovation of a hotel, or other existing high-density housing, that would provide approximately 100 units with an initial occupancy availability goal of September 2022, or as soon as possible thereafter. Up to half of the units will be prioritized for people living in or relocated from WSDOT-identified state rights of way, in alignment with the portion of project funding derived from sources dedicated to housing people living in state rights of way.
6. State capital and long-term operating and service funding, increased or decreased based on the number of units available, agreed to, and provided, for the siting and construction of approximately 50 new units of permanent housing with necessary services. At least half of the units will be prioritized for people living in or relocated from WSDOT-identified state rights of way, in alignment with the portion of project funding derived from sources dedicated to housing people living in state rights of way
7. Additional state capital and long-term operating and service funding for the project(s), based on the number of units available, agreed to, and provided, currently under development to address funding gaps and that is associated with people living in or relocated from WSDOT identified state rights of way.
8. Adequate funding for staff time associated with coordination and administration of rights of way activities; funded by the state for three years.
9. State Patrol engaged with serving notice to and removal as needed of people on WSDOT identified state rights of way.
10. State Patrol is readily available to assist with people living on WSDOT-identified rights of way through regular monitoring of sites by local governments.
11. WSDOT cleans sites after people have been relocated and makes site improvements to prevent future occupancy. WSDOT will respond to requests for additional or ongoing site changes identified by local governments to help prevent re-occupancy.
12. WSDOT and WSP will coordinate with local governments to monitor and maintain cleared state rights of way sites.

This agreement covers WSDOT-identified state rights of way sites that will be mutually agreed to by the parties to this agreement. The number of sites and people addressed through this agreement is subject to increase or decrease based on a good faith review of the adequacy of committed and available resources and what is needed to address the identified sites and the individuals and families living on them.

#### **AMENDMENTS**

Any amendments to this Agreement shall be in writing and agreed to by all parties.

#### **TERMS**

The parties to this agreement are required to give 90 days advance notice of their intent to withdraw from the agreement. At this time the term of this Memorandum is open-ended and will remain so until the majority of signatories decide to terminate the partnership.

**SIGNATURES**

Washington State Department of Commerce \_\_\_\_\_  
*Signature of Diane Klontz* *Date*

Washington State Department of Transportation \_\_\_\_\_  
*Signature of Amy Scarton* *Date*

Washington State Patrol \_\_\_\_\_  
*Signature of John Batiste* *Date*

Thurston County \_\_\_\_\_  
*Signature of Ramiro Chavez* *Date*

City of Lacey \_\_\_\_\_  
*Signature of Scott Spence* *Date*

City of Olympia \_\_\_\_\_  
*Signature of Steven J. Burney* *Date*

City of Tumwater \_\_\_\_\_  
*Signature of Debbie Sullivan* *Date*

Approved as to Form

*Michael M. Young*  
\_\_\_\_\_  
Deputy City Attorney





## City Council

### Approval of a Resolution Authorizing Grant Funding for the Boulevard Road Trail Crossing and Bike Corridor Safety Improvements Project

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.1  
**File Number:**22-0651

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**Type:** resolution **Version:** 1 **Status:** Consent Calendar

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#### **Title**

Approval of a Resolution Authorizing Grant Funding for the Boulevard Road Trail Crossing and Bike Corridor Safety Improvements Project

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve a Resolution authorizing the City Manager to execute all documents necessary to accept a Safe Routes to Schools Program (SRTS) Grant from the Washington State Department of Transportation (WSDOT) for the Boulevard Road Trail Crossing and Bike Corridor Safety Improvements Project.

#### **Report**

##### **Issue:**

Whether to approve a Resolution authorizing the City Manager to execute all documents necessary to accept a Safe Routes to Schools Program (SRTS) Grant from the Washington State Department of Transportation (WSDOT) for the Boulevard Road Trail Crossing and Bike Corridor Safety Improvements Project.

##### **Staff Contact:**

Jim Rioux, Project Manager, Public Works Engineering, 360.753.8484

##### **Presenter(s):**

None - Consent Calendar Item.

##### **Background and Analysis:**

On July 9, 2021, Public Works Transportation was awarded a WSDOT SRTS grant for the Boulevard Road Trail Crossing and Bike Corridor Safety Improvements project. The amount of the grant is \$893,607 which is expected to cover the full cost of project design and construction.

The project will improve accessibility and safety for pedestrians and bicyclists traveling along

Boulevard Road or using the I-5 or Karen Fraser Woodland Trail. Improvements at this intersection have been requested by ORLA school. The project will also extend the existing bike corridor linking the low stress bicycle network to the city's trail system.

Olympia's Municipal Code Section 3.16.020(C) states that any contract, agreement, or other document with a cost over \$300,000 shall be presented to the City Council for approval prior to execution by the City Manager.

**Neighborhood/Community Interests (if known):**

Completion of this project will have the following impacts on the community:

- The use of the intersection will be safer for people that walk or ride bicycles.
- Sidewalks that are currently out of compliance with the ADA will be accessible to people with mobility challenges.
- During construction there will be typical traffic impacts for people using Boulevard Road.

**Options:**

1. Approve a Resolution authorizing the City Manager to execute all documents necessary to accept an SRTS Program Grant from WSDOT the Boulevard Road Trail Crossing and Bike Corridor Safety Improvement Project The project will proceed as planned.
2. Direct staff to make modifications to the proposed Resolution. The project will proceed as planned.
3. Do not approve the proposed Resolution. The City will not proceed with the project and return the grant funds.

**Financial Impact:**

The project is fully funded. The total project cost estimate is \$893,607. The WSDOT grant is for the full amount and requires no local match. An additional \$20,000 of Real Estate Excise Tax funds are allocated to the project for expenses incurred prior to the effective date of the grant agreement.

**Attachments:**

Resolution  
Agreement  
Vicinity Map

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LOCAL PROGRAMS STATE FUNDING GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE BOULEVARD ROAD TRIAL CROSSING AND BIKE CORRIDOR PROJECT**

**WHEREAS**, the City of Olympia applied for and in July 2021 received Washington State Department of Transportation Safe Routes to Schools grant funds in the amount of the total estimated cost of \$893,607 (the Grant Funds) for design and construction of the City’s Boulevard Road Trail Crossing and Bike Corridors Project (the Project); and

**WHEREAS**, the Project will extend the existing Bike Corridor connecting Sylvester Park with the Karen Fraser Woodland Trail; and

**WHEREAS** the Project will install new crosswalks and ADA access ramps at the north and south ends of the I-5 overpass significantly improving safety and accessibility for pedestrians at these intersections: and

**WHEREAS**, the City must sign and submit to the Washington State Department of Transportation Local Programs State Funding Agreement (Agreement) for the Grant Funds; and

**WHEREAS**, per Olympia Municipal Code Subsection 3.16.020.C, it is necessary for the City Council to approve the Grant Agreement and authorize the signature of all documents necessary to obligate funds for the Project;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the Grant Agreement between the City of Olympia and the Washington State Department of Transportation for design and construction of the Project and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Grant Agreement, and any other documents necessary to obligate funds for the Project, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener’s errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

<b>Local Programs State Funding Agreement</b>  Work by Public Agencies		Agency and Address City of Olympia  P.O. Box 1967 Olympia, WA 98507-1967
Agreement Number	Maximum Amount Authorized \$893,607	Location and Description of Work (See also Exhibit "A")  Boulevard Rd. at Wheeler Ave.; Wilson St. from Lions Park to Union Ave.; Union Ave. from Wilson St. to Boulevard Rd.; Boulevard Rd. and shared use path connection. See Exhibit A for Description of Work.
Participating Percentage	Project Number	

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and  
WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency	\$10,000	\$0	\$10,000
	b. Other Consultant	\$211,400		\$211,400
	c. Other			
	d. State	\$2,000	\$0	\$2,000
	e. Total PE Cost Estimate (a+b+c+d)	\$223,400	\$0	\$223,400
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State			
	J. Total R/W Cost Estimate (f+g+h+i)			
Construction	k. Contract		\$0	
	l. Other Consultant		\$0	
	m. Other			
	n. Other			
	o. Agency			
	p. State		\$0	
	q. Total CN Cost Estimate (k+l+m+n+o+p)		\$0	
	r. Total Project Cost Estimate (e+j+q)	\$ 223,400	\$0	\$223,400

**I  
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II  
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III  
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

**Agency Official**  
By

Title City Manager

**Washington State  
Department of Transportation**  
By Director, Local Program

Date Executed

Approved as to Form:

Michael M. Young  
Deputy City Attorney

**IV  
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V  
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI  
Venue**

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**VII  
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII  
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX  
Supplement**

This agreement may be modified or supplemented only in writing by parties.

# Exhibit A

## Description of Work

### Boulevard Rd. Trail Crossing and Bike Corridor

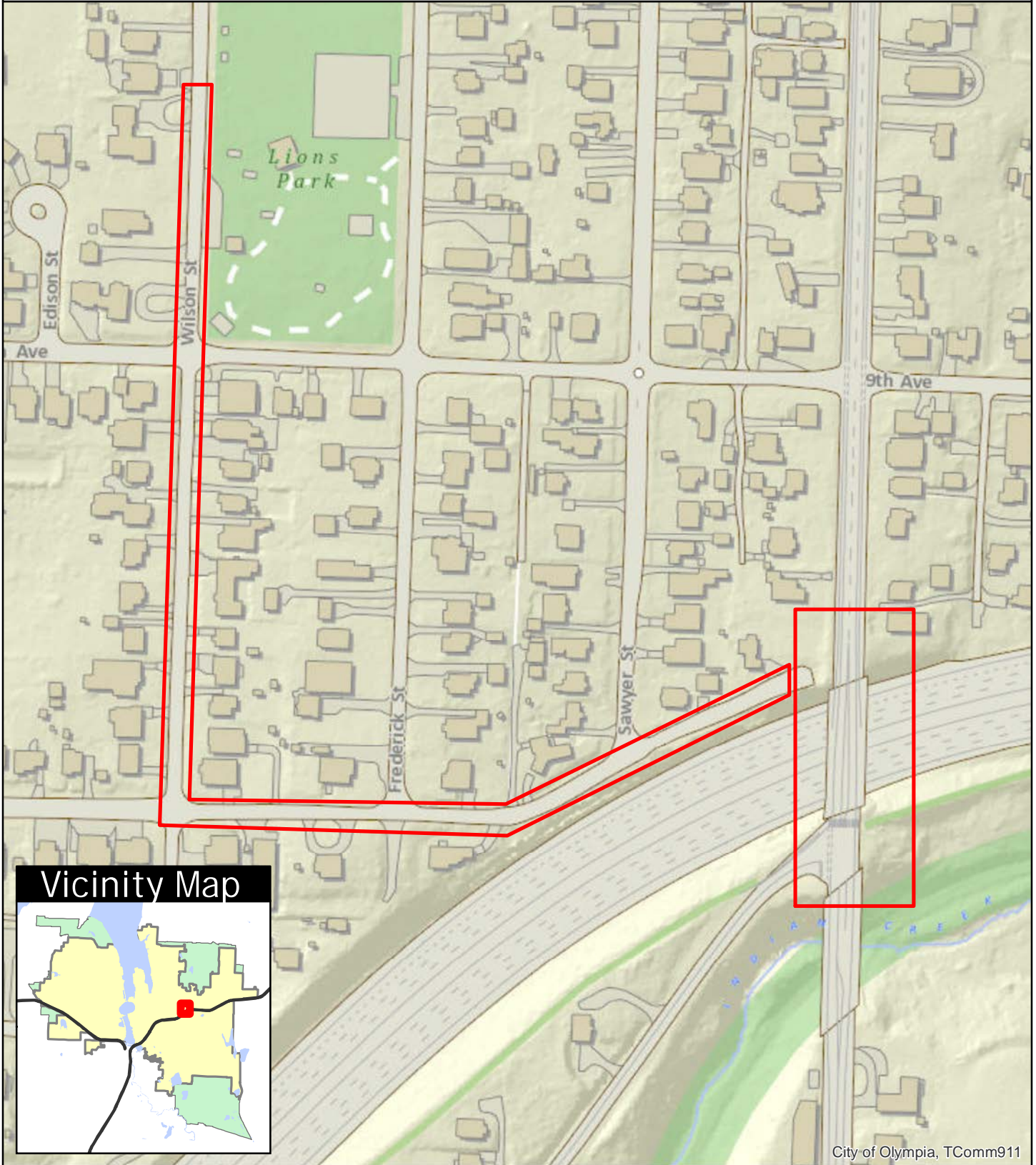
**Project Description:** "Stop here for pedestrians" sign (in-street), marked crosswalk (includes illumination), median refuge island, pedestrian crossing advance stop bars, reduced curb radii, raised crosswalk, median channelization/turn restrictions, ADA curb ramp retrofits, bicycle boulevard conversion, bicycle wayfinding signs and markings, standard bike lanes, one-way or two-way protected bike lane, sidewalk with curb, bollards or path barriers, shared-use path



# Boulevard Trail Crossing

Vicinity Map: Project 2129G

City of Olympia | Capital of Washington State



City of Olympia, TComm911

0 100 200 Feet 1 inch = 200 feet

Map created: June 06, 2022  
For more information, please contact:  
Michael Kaminski  
Email [mkaminsk@ci.olympia.wa.us](mailto:mkaminsk@ci.olympia.wa.us)

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





## City Council

### Approval of a Resolution Authorizing a Ground Lease with T-Mobile West, LLC for Ground Space at the Elliott Avenue Water Tower Site

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.J  
**File Number:**22-0652

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**Type:** resolution **Version:** 1 **Status:** Consent Calendar

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#### Title

Approval of a Resolution Authorizing a Ground Lease with T-Mobile West, LLC for Ground Space at the Elliott Avenue Water Tower Site

#### Recommended Action

##### Committee Recommendation:

Not referred to a committee.

##### City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to sign the T-Mobile West, LLC for Elliott Avenue water tower site ground lease.

#### Report

##### Issue:

Whether to approve a Resolution authorizing the City Manager to sign the T-Mobile West, LLC for Elliott Avenue water tower site ground lease.

##### Staff Contact:

Heather Reed, Procurement & Contract Manager, General Services, 360.753.8771

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

T-Mobile West, LLC, is requesting to enter into a new lease with the City of Olympia at the Elliott Avenue water storage tank site. The lease will expire five years after full execution of the lease (approximately July 12, 2027).

The City of Olympia would enter into a ground lease agreement with T-Mobile West, LLC as Lessor. The ground lease agreement includes compensation for back rent owed beginning from 2009 through 2022 and addresses payment of annual rent for the lease time-period. This annual rent is comprised of a ground facility fee calculated based on square footage required to house equipment and a utility, electrical and conduit run fee calculated based on linear feet of conduit run. Under the



lease agreement, the total rent starts at \$11,595.27 a year, increasing by four percent annually through the lease period.

A lump sum payment of \$101,746.98 will be due within 30 days of contract execution to address back rent and the current year rent. Annual rent is due on or before January 1 of each year, beginning with the year 2023 payment.

**Neighborhood/Community Interests (if known):**

There are no known neighborhood concerns.

**Options:**

1. Move to approve a Resolution authorizing the City Manager to sign the T-Mobile West, LLC for Elliott Avenue water tower site ground lease. The back rent and the new annual rent provides revenue to the Water Utility's annual operating budget.
2. Modify the Resolution authorizing a ground lease agreement with T-Mobile West, LLC to change the terms and conditions of the ground lease agreement. Additional negotiation with T-Mobile West, LLC would be required, delaying payment of back rent and future lease revenue.
3. Do not approve the resolution authorizing a ground lease agreement with T-Mobile West, LLC. The Water Utility will not receive revenue.

**Financial Impact:**

Under the new lease agreement, T-Mobile West, LLC. will provide the Water Utility with \$90,151.71 for back rent (excluding 2022 rent) and approximately \$59,437.78 in additional annual rent over the course of the 5-year lease (including 2022). This revenue goes into the Water Utility's annual operating budget thereby helping to reduce rates that are charged to water customers.

**Attachments:**

Resolution  
Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING A GROUND LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA  
AND T-MOBILE WEST, LLC, FOR LEASE OF GROUND SPACE AT 3700 – 20<sup>TH</sup>  
AVENUE NW**

**WHEREAS**, the City operates the Elliott Avenue water storage tank, which, like other water storage tanks within the City, is suitable for the installation of cellular antennae, and related equipment, given its geographic location, height, and other physical characteristics; and

**WHEREAS**, using existing structures, such as water tanks, as platforms for cellular antennae, is an efficient use of resources as it obviates the need for cellular carriers to construct stand-alone cellular towers, thus reducing the impacts associated with such stand-alone towers and reducing the infrastructure costs cellular carriers pass on to their customers; and

**WHEREAS**, by granting leases for installation of cellular antennae and related equipment on City water storage tanks and ground space, the City generates revenues that go into the City water utility's annual operating budget; these revenues help reduce rates that are charged to City water utility customers; and

**WHEREAS**, T-Mobile West, LLC, a cellular carrier, wishes to occupy a portion of the Elliott Water Storage Tank Site to install related equipment and wishes to enter into a five-year lease with the City to facilitate this installation; and

**WHEREAS**, T-Mobile West, LLC will pay to the City additional rental of \$11,595.27, with an annual 4% escalation through this lease arrangement, an amount that is consistent with lease rates charged for similar leases by other public agencies in the area and which amount will go into the City's water utility account; and

**WHEREAS**, given the revenues to generated for the City's water utility and given the efficiencies realized by using an existing structure as a platform for cellular antennae and related equipment, the Council finds that entering into a non-exclusive ground lease with T-Mobile West, LLC for the placement of its related equipment on the Elliot Avenue water tower site is in the best interests of the City;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the form of the Ground Lease Agreement between the City of Olympia and T-Mobile West, LLC for lease of ground space at 3700 – 20<sup>th</sup> Avenue NW, and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Ground Lease Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

*Michael M. Young*

\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**CITY OF OLYMPIA**  
**GROUND LEASE AGREEMENT**  
**Elliott Water Storage Tank**  
**3700 - 20<sup>th</sup> Avenue NW, Olympia, WA 98501**  
**Carrier: T-Mobile West LLC**  
**T-Mobile Site No. SE05025A**

WHEREAS, Olympia and Lessee acknowledge that a prior lease agreement "Communications Facilities Lease Agreement" dated October 1, 1998, was signed between the City of Olympia and US West Wireless, LLC. A Site Sublease Agreement was then signed between US West Wireless, LLC and Western PCS II Corporation, a predecessor of Lessee, under which certain equipment was installed on the ground and on the existing tower. The last lease payment for ground space used by Lessee was made in 2009, which covered 2003-2008, and was made under the Western PCS II Corporation sublease. Effective January 1, 2008, the City became entitled to rent for ground space and US West Wireless, LLC (now Crown Castle USA, Inc.) was entitled to rent for tower space only. The City now claims that back rent is due for the periods from 2009 to present; and

WHEREAS, Olympia and Lessee desire to enter into this Ground Lease Agreement to resolve all matters arising out of, or in any way connected with, or resulting from Lessee's use of the ground space, including any back rent and to enter into a lease based on the terms as set forth below.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

This non-exclusive Lease Agreement ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **City of Olympia**, herein referred to as "Lessor", "Olympia" and **T-Mobile West LLC**, a Delaware limited liability company, herein referred to as "Lessee", subject to the following terms and conditions.

A. Property, Area, and Antenna Facilities

Olympia grants to Lessee the non-exclusive right to occupy a portion of the Elliott Avenue Water Storage Tank Site ("the Property"), the legal description for which is shown on the attached Exhibit A. This Legal Description is supplemented by Exhibit B, the Leased Area Map, depicting the "T-Mobile Leased Area" and "concrete pad," and Exhibit C, depicting the "Conduit Lease Area." The area leased to Lessee is limited to the concrete pad tank area and



Conduit Lease Area depicted on Exhibits A, B, C, and D, which is hereafter called the "Leased Area."

B. Permitted Use

1. Lessee's occupancy and use of the Leased Area is limited to its construction, maintenance, repairs, operation, and removal of Lessee's Equipment, described below, which has been authorized by a building permit from Olympia under Olympia Municipal Code (OMC) 16.04, and a use permit from Olympia under OMC 11.02.080, and reviewed in accordance with Chapters 18.44 or 18.46, where applicable. **All future construction and modification of equipment must comply with the City of Olympia Engineering Design and Development Standards pursuant to OMC Chapter 11.12.**

No removal of any of Lessee's Equipment which is attached to or inside any facilities of Olympia, such as, without limitation, water tanks, towers, structures, or buildings, may occur without giving Olympia thirty (30) days advance notice and an opportunity to determine whether the removal may damage any Olympia property. If Olympia determines that removal may damage City property, Olympia may prohibit the removal or require the Lessee to take measures to avoid damage. The same requirements apply to Lessee's Equipment located in any trenches that are jointly occupied by facilities of Olympia or any other company or person;

2. "Equipment" includes, but is not limited to, equipment installed on the Leased Area, and includes but is not limited to such items as switches, power supplies, batteries, equipment shelter, generator, generator shelter, accessories, and necessary appurtenances (see attached Exhibit D, Equipment). Said Equipment is Lessee's personal property and not fixtures, regardless of how it is attached to the Property. Any upgrade or other alteration to the Equipment that would result in an increase from the original leased square footage occupied by the Equipment on the Leased Area, as depicted in the Exhibits A, B and D is subject to review and approval by Olympia prior to installation, which approval may not be unreasonably withheld, delayed, or conditioned, and may be subject to an adjustment to the rent based on the pricing structure under Exhibit E, Pricing Structure, and the annual escalation under Section C. 2, Rent Adjustment, payable by Lessee hereunder;

3. Any other use of the Leased Area is a breach of this Lease. This Lease does not grant to Lessee any zoning or land use approvals for the uses mentioned herein. Lessee shall obtain any and all land use and zoning approvals as are necessary for its operations, including but not limited to, permits for buildings, structures, towers, and antennas. Olympia agrees, at no cost to Olympia, to cooperate (by signing as property owner for applications and/or permits that are required by governmental agencies) with Lessee in making application for and obtaining all licenses, permits, and any and all necessary approvals that may be required for Lessee's



intended use of the Area as provided in this Lease. Olympia grants Lessee reasonable access through the Property to the Leased Area twenty-four (24) hours a day, seven (7) days a week and for servicing utilities necessary to operate the Equipment; and

4. Lessee shall provide City with as-built drawings of the Equipment and improvements installed on the leased premises, which show the actual location of all Equipment within thirty (30) days of the Commencement Date of this Lease and within thirty (30) days of completion of any material alterations to the Equipment thereafter. Said drawings must be accompanied by a complete and detailed inventory of all Equipment actually placed on the Leased Area.

C. Compensation.

1. Rent.

Lessee shall pay rent ("Rent") to Olympia in the amount of Eleven Thousand Five Hundred Ninety-five and 27/100 Dollars (\$11,595.27) annually, the calculation for which is attached hereto as Exhibit E, Pricing Structure, commencing on the Commencement Date (as defined below). The Rent is due and payable annually on or before January 1<sup>st</sup> of each year, subject to the annual adjustment set forth in Section C.2, Rent Adjustment. Partial years at the beginning and end of the term of this Lease will be prorated. Lessee shall make payment to the Director of Finance and Budget at Olympia City Hall, 601 4<sup>th</sup> Avenue East Olympia, WA 98507, or as otherwise directed by Olympia.

Lessee shall make a lump sum back rent payment to Olympia within thirty (30) days from the lease execution date in the amount of Forty-eight Thousand Sixty-two and 11/100 Dollars (\$48,062.11) to cover the back rent from 2009 - 2017, Thirty Thousand Nine Hundred Forty and 33/100 Dollars (\$30,940.33) to cover the back rent from 2018 – 2020, Eleven Thousand One Hundred Forty-nine and 30/100 (\$11,149.30) to cover the back rent from 2021, Eleven Thousand Five Hundred Ninety-five and 27/100 (\$11,595.27) to cover the rent for 2022, and the total rent amount due is One Hundred One Thousand Seven Hundred Forty-six and 98/100 (\$101,746.98), which will be accepted in full satisfaction of amounts owed for unpaid rent accrued prior to the Commencement Date. Lessee shall make payment to the Director of Finance and Budget at Olympia City Hall, 601 4<sup>th</sup> Avenue East Olympia, WA 98507, or as otherwise directed by Olympia.

Rent amount is based on a) The Leased Area square footage, and b) The Utility, Electrical and Conduit Runs linear feet, which is shown on the attached Exhibit C, Conduit Lease Area. The rent amount is subject to proportionate increase if Lessee expands its occupancy beyond the Leased Area.

2. Rent Adjustment.



The annual Rent increases on January 1<sup>st</sup> of each year by an amount of four percent (4%) over the prior year's rent. Any increased rent for changes in the linear or square footage of the Leased Area, and/or Utility, Electrical and Conduit Runs must be reflected by amendments to the Exhibit E, Pricing Structure.

3. Late Charge.

In the event Lessee fails to make any payment of Rent or any other payment due hereunder within ten (10) business days of the due date, after notice to Lessee Olympia is entitled to a late fee from Lessee equal to ten percent (10%) of the past due amount. Acceptance of late rent payments or any other payments by Olympia from Lessee after any breach by Lessee does not constitute a waiver of any such breach or any other breach.

4. Leasehold Excise Tax.

In addition to such annual Rent, Lessee shall also pay to Olympia, to the Director of Finance and Budget as set forth above, leasehold excise taxes assessed pursuant to RCW 82.29A and OMC Chapter 3.36, if applicable. Lessee shall pay all personal property taxes, leasehold taxes, other taxes and assessments, if any, assessed on, or any portion of, the Equipment and Lessee's improvements made to the Property.

5. Billing.

Olympia shall send all payment inquiries to Lessee at the notice address in section K. Telephone number for property management is 877-373-0093.

6. Failure to Pay.

Any failure to pay Rent or any amount due in Section 3.A or 3.B, or any other amount to be paid by Lessee under the terms of this Lease, within thirty (30) days of Lessee's receipt of written notice that such amounts are past due is a breach of contract and entitles Olympia to pursue all remedies legally available, including the right to terminate this Lease. Acceptance of a late rent payment beyond the 10-day period referred to in part C. 3, does not waive the breach.

7. Assignment and Sublease.

No assignment, transfer, or sublease (except those approved pursuant to Section Q. 1) releases Lessee from Lessee's obligations under this Lease or alter the liability of Lessee to pay the Rent and perform all other obligations of Lessee hereunder. As a condition to Olympia's approval, any potential assignee otherwise approved by Olympia will be required to assume all obligations of Lessee under this Lease and will be jointly and severally liable with Lessee for the payment of Rent and performance of all terms and conditions of this Lease.



D. Disclaimer of Liability and Indemnity.

1. Olympia is not at any time liable for injury or damage occurring to any person or property from any cause whatsoever arising out of or in any way related to Lessee's construction, maintenance, repair, use, operation, or dismantling of the Leased Area or its Equipment, except to the extent that any such injury or damage arises out of the sole negligence, or any willful or intentional acts of Olympia, its employees or agents;

2. Lessee shall defend, indemnify, and hold harmless Olympia, its officers, agents, and employees, from any and all claims, lawsuits, actions, damages, or costs (including but not limited to reasonable attorneys' fees), or liability whatsoever which arises from Lessee's use of the Leased Area and Equipment. The foregoing obligation includes, but is not limited to, claims of radio, television, or microwave interference, antitrust violations and anticompetitive acts, liability due to falling objects such as antennas, attachments of equipment and lines on the Property, and liability due to any other condition of Lessee's equipment, facilities, or operations that arise out of Lessee's use and/or occupancy of the Leased Area and Equipment. This obligation survives expiration or termination of this Lease.

3. In the event that Lessee fails or refuses to accept Olympia's tender of any claim or lawsuit, said tender having been made subject to this Section D, and said refusal is subsequently determined by a court having jurisdiction to have been a wrongful refusal on the part of Lessee, then Lessee shall indemnify Olympia for all of Olympia's costs for defense of the action and all costs of recovering under this indemnification clause, including attorneys' fees, and any damages, liability, and/or settlements for which a reasonableness determination is made;

4. Lessee specifically and expressly waives any immunity that may exist under the Washington State Industrial Insurance Act, Title 51 RCW for claims against Olympia by Lessee's employees or other persons covered by the Industrial Insurance Act. Further, the indemnification obligation under this Lease is not limited by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under the workers' compensation acts, disability benefits acts, or other employee benefits acts. Lessee's duty to defend, indemnify and hold Olympia harmless include, as to all claims, demands, losses, and liabilities to which it applies, Olympia's personnel-related costs, reasonable attorneys' fees, court costs, and all other claim-related expenses.

THE PARTIES HERETO CERTIFY THAT THE WAIVER IN Section D. 4 ABOVE WAS MUTUALLY NEGOTIATED BY THE PARTIES.



5. Lessee is liable to Olympia for any damage or loss to Olympia's property resulting from the acts or omissions of Lessee's agents, employees, or representatives;

6. In the event any action or proceeding is brought against the City of Olympia or its agents, officers, or employees by reason of any matter for which Lessee is obligated to indemnify Olympia, Lessee shall, upon notice from Olympia, at Lessee's sole cost and expense, defend the same with legal counsel reasonably selected by Lessee; provided however, that Lessee shall not admit liability for, nor enter into any compromise or settlement of, any such matter on behalf of Olympia without Olympia's prior written consent which will not be unreasonably withheld;

7. Each party shall give the other prompt notice of the making of any claim or the commencement of any action, suit, or other proceeding covered by this Section. Olympia shall cooperate with Lessee in the defense of any action subject to the defense, indemnification, and hold harmless provisions hereof, and may participate in the defense of any litigation with Olympia's own legal counsel;

8. Except for indemnification pursuant to this Section D, and Section L, neither party is liable to the other for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special, or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort, strict liability, or otherwise; and

9. Nothing in the preceding paragraphs of Section D may be construed to create any additional liability to any third party. Rather, the preceding provisions are solely for the purpose of allocating risk and liability between the parties to this Lease.

E. Insurance.

While this Lease is in effect or while any Equipment is located on the Leased Area, Lessee shall maintain in effect and pay for policies of insurance in according with OMC 11.10.220 as follows:

1. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01, and must cover liability arising from premises, operations, products-completed operations, stop gap liability, personal injury, advertising injury, and liability assumed under an insurance contract. The City must be included as an additional insured under Lessee's Commercial General Liability insurance policy using ISO endorsement CG 20 26 or substitute endorsement providing at least as broad coverage. There may be no exclusion for liability arising from explosion, collapse, or



underground property damage, with limits not less than: \$2,000,000.00 per occurrence and \$2,000,000 general aggregate;

Excess or Umbrella Liability insurance must be excess over and at least as broad in coverage at Lessee's Commercial General Liability and Automobile Liability insurance. The City must be included as additional insured on Lessee's Excess or Umbrella Liability insurance policy. Excess or Umbrella insurance must be written with limits of not less than \$7,000,000 per occurrence and annual aggregate. The excess or Umbrella Liability requirement and limits may be satisfied through Lessee's Commercial General Liability and Automobile insurance, or any combination thereof that achieves the overall required limits;

Subcontractors Insurance. Lessee shall cause each and every Subcontractor of Lessee who performs work on the Leased Area to provide insurance coverage that complies with all applicable requirements of Lessee-provided insurance as set forth herein, except Lessee has sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. Lessee shall ensure that Olympia is an additional insured on each and every Subcontractor's Commercial General Liability insurance policy using an endorsement at least as broad as ISO CG 20 26

2. Business Automobile liability for owned, non-owned, and hired vehicles with a minimum combined limit of \$1,000,000.00 for each accident;
3. Worker's compensation coverage as required by the industrial insurance laws of the State of Washington;
4. Lessee shall maintain the liability insurance policies required by this Section throughout the term of the Lease, and such other period of time during which Lessee is operating without lease or authorization hereunder or is engaged in the removal of its telecommunications facilities;
5. Lessee shall provide insurance certificates, together with an endorsement including Olympia, and its elected and appointed officers, officials, agents, employees, representatives, and volunteers as additional insureds, to Olympia prior to the commencement of any work or installation of any Equipment pursuant to this Lease. Any deductibles or self-insured retentions must be commercially reasonable for the telecommunications industry. Payment of deductibles and self-insured retentions is the sole responsibility of Lessee. The insurance policies required by this Section must

contain a clause stating that coverage applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance must be primary insurance, with respect to the negligent acts or willful misconduct of Lessee, as applied to Olympia, its officers, officials, employees, agents, and volunteers. Any insurance maintained by Olympia, its officers, officials, employees, agents, and volunteers in excess of Lessee's insurance and does not contribute with it;

6. In addition to the coverage requirements set forth in this Section, each such insurance policy must contain the following provision:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City of Olympia, of a written notice addressed to the City Contract Manager of such intent to cancel or not to renew;"

7. Within fifteen (15) days after receipt by Olympia of any notice of cancellation or non-renewal, and in no event later than five (5) days prior to said cancellation or intent non-renewal Lessee shall obtain and furnish to Olympia replacement insurance certificates meeting the requirements of this Section;

Olympia and its agents, officers and employees must be included as additional insureds under such policies.

Lessee shall deliver to Olympia a certificate evidencing such insurance coverage upon execution of this Lease, and that coverage may not be cancelled without thirty (30) days written notice to Olympia. Lessee shall provide Olympia any required certificates of insurance to the email in the Notice section for Olympia.

F. Security.

1. Pursuant to OMC 11.10.250, Lessee shall obtain a performance bond (the "fund") for the benefit of Olympia in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00), or such lesser amount as deemed necessary by Olympia's Community Planning and Development Director, which fund Lessee shall maintain at its sole expense so long as any of Lessee's Equipment is located upon the Leased Area;



2. The fund serves as security for the full and complete performance of this Lease, including any costs, expenses, damages, or loss Olympia pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with this Lease or the codes, ordinances, rules, regulations, or permits of Olympia;

3. Before any sums are withdrawn from the fund, Olympia shall give thirty (30) days written notice to Lessee:

a. Describing the default to be remedied, or the damages, costs or expenses, which Olympia has incurred by reason of Lessee's default;

b. Providing a reasonable opportunity for Lessee to first remedy the existing or ongoing default, if applicable;

c. Providing a reasonable opportunity for Lessee to pay any monies due Olympia before Olympia withdraws the amount thereof from the fund, if applicable; and

d. That Lessee will be given an opportunity to review the default described in the notice with Olympia's representative or designee; and

4. Lessees shall replenish the security fund within fourteen (14) days after written notice from Olympia that there is a deficiency in the amount of the fund.

G. Term and Renewal.

The term of this Lease is approximately five (5) years, commencing on the date this Lease is fully executed by both parties (which is the "Commencement Date"). In the event Lessee wishes to extend this Lease at the end of the initial term, Lessee shall give notice to Olympia at least one hundred eighty (180) days before expiration of the then current initial term. The decision to extend this Lease is within the sole but reasonable discretion of Olympia, in accordance with the terms of Olympia Municipal Code 11.08.060. Notwithstanding anything stated herein to the contrary, Lessee may not extend the term this Lease unless it is in full compliance with all terms and conditions of this Lease. Unless Lessee wishes to extend this same Lease, it shall comply with the terms of Olympia Municipal Code 11.08.020.

H. Amendment.

All amendments to this Lease must be in writing and signed by the authorized representative for both parties, dated, and filed with each party prior to taking effect.

I. Breach.

1. In the event Lessee violates any term or condition of this Lease, Olympia may give notice in writing to Lessee to cease the violation and comply with the terms of this Lease. If Lessee fails to cease the violation and comply within thirty (30) days of receipt of such written notice, Olympia may terminate this Lease and reenter the Leased Area upon prior written notice to Lessee. Olympia's failure to use remedies provided herein is not a waiver by Olympia; and

2. In the event there is a breach by Olympia with respect to any of the provisions of this Lease or Olympia's obligations under it, Lessee shall give Olympia written notice of such breach. After receipt of such notice, Olympia has thirty (30) days in which to cure the breach. If Olympia fails to cure the breach within the cure period set forth herein above, Lessee has the right to all remedies available to it at law and in equity, including but not limited to the right to terminate this Lease upon written notice thereof to Olympia. Lessee's failure to use remedies provided herein is not a waiver by Lessee. Lessee may not maintain any action or effect any remedies for default against Olympia unless and until Olympia has failed to cure the breach within the time periods provided in this Section.

J. Condition of Property upon Termination.

Subject to Sections L and N, upon termination of this Lease, Lessee shall return the Leased Area to Olympia in good, undamaged, useable condition, normal wear and tear and casualty excepted, and shall remove all above-ground Equipment from the Leased Area within thirty (30) days after the effective termination date. Lessee is liable to Olympia for any unpaid annual Rent as of the date of termination of this Lease.

K. Notice.

Any notice required to be given under this Lease must be deemed given three (3) days after deposit of such notice(s), properly addressed, in the United States mail, postage prepaid, sent by registered or certified mail, return receipt requested, or by a nationally recognized courier service.

TO LESSOR:                   **CITY OF OLYMPIA**  
                                  ATTN: Public Works Department  
                                  601 4<sup>th</sup> Avenue East  
                                  Olympia, WA 98507-1967

TO LESSEE:                   **T-MOBILE USA, Inc.**  
                                  Attn: Lease Compliance /SE05025A  
                                  12920 SE 38th St  
                                  Bellevue, WA 98006



Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

L. Alteration.

Lessee shall not make any alterations, additions, or improvements in the Leased Area, which are not within the usual and customary method of installation of its Equipment, without first obtaining the consent of Olympia in writing, which consent may not be unreasonably withheld, conditioned, or delayed. All alterations, additions, and improvements to the Leased Area must be at the sole cost and expense of Lessee and become the property of Olympia, excluding Lessee's Equipment, and be surrendered with the Property as a part thereof at the expiration or termination of this Lease, without disturbance, molestation, or injury, including but not limited to all foundations and utilities. At Olympia's direction, Lessee shall remove all above-ground alterations, additions, and improvements, and Equipment within ninety (90) days after the expiration or termination of this Lease and Lessee's receipt of Olympia's written request to remove such improvements.

M. Cooperation

Olympia shall cooperate with Lessee's efforts to obtain utilities, electrical power, and telephone services necessary to operate Lessee's Equipment.

If Lessee performs work on the Leased Area with the consent of Olympia, Lessee shall comply with all applicable laws, ordinances, rules, regulations, and Engineering Design and Development Standards of the City of Olympia and any other authorized applicable governmental authority.

Lessee has the right to alter, replace, enhance, and upgrade the Equipment at the Leased Area at any time during the term of this Lease with equipment that is of similar or smaller size in share or number, upon prior written notice to Olympia; provided, however that such changes may not cause measurable interference with existing facilities or operations at the Property. Other alterations, including but not limited to an increase in the height of the Equipment, increase in the use of ground space on the Leased Area, or the substitution of substantially larger equipment may be made only upon approval by Olympia, with such approval not to be unreasonably withheld, conditioned, or delayed.

N. Ownership and Removal of Improvements.

All foundations, utilities, landscaping, and all other improvements, including fixtures, except Lessee's Equipment, become the property of Olympia upon expiration or termination of this Lease. In the event that Olympia requires removal of such above-ground improvements and



restoration upon the expiration or earlier termination of this Lease, Lessee shall, within ninety (90) days after the termination of this Lease and Lessee's receipt of written notice from Olympia requiring removal of the improvements, accomplish such removal and restoration at its sole expense. In the event Equipment is left upon the Leased Area after expiration or termination of this Lease, it becomes the property of Olympia if not removed by Lessee upon thirty (30) days written notice from Olympia. If such time for removal causes Lessee to remain on the Leased Area at the termination of this Agreement, Lessee shall pay rent at the then existing monthly rate or on the existing monthly prorate basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures, and all personal property are completed.

O. Interference with Other Users.

1. Olympia acknowledges, for purposes of this Section O, that Lessee has leased the Leased Area and has been operating its Equipment thereon since February 1999. Olympia has previously (prior to February 1999) entered into leases with other tenants for their equipment and antennae facilities ("pre-existing tenants") on the Property. Lessee acknowledges that Olympia is also leasing the Property to other tenants for the purposes of transmitting and receiving telecommunication signals. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Leased Area that may be caused by the use and operation of any other tenant's equipment, even if caused by new technology. In the event that any other tenant's activities interfere with Lessee's use of the Leased area, and Olympia and Lessee cannot work out this interference with the other tenants using commercially reasonable efforts, Lessee may seek injunctive relief against the interferer or, upon written notice to Olympia, terminate this Lease and restore the Leased Area in accordance with the terms of Sections J, L, and N above. The City and Lessee shall cooperate with all other tenants to identify the causes of and work towards the resolution of any electronic or radio frequency interference problems. In addition, Lessee shall eliminate any radio or television interference caused to Olympia-owned facilities or surrounding residences at Lessee's own expense and without installation of extra filters on Olympia-owned equipment. Further, Lessee shall, prior to the Commencement Date of this Lease, accept such interference as may be received from Olympia-owned and operated telecommunications or other facilities located upon Olympia's Property;

2. The Equipment that Lessee maintains or installs on the Leased Area must be of the type and frequency which will not cause measurable interference, as defined by the Federal Communications Commission (the "FCC"), to any currently (as of the Commencement Date of this Lease) licensed and operating communications equipment of Olympia, or other pre-existing tenants on the Property. In the event Lessee's Equipment causes such interference, Lessee shall take all reasonable steps necessary to correct and eliminate the interference. Lessee shall



eliminate any radio or television interference caused to Olympia owned and operated facilities located on the Property prior to the Commencement Date of this Lease at Lessee's sole expense and without installation of extra filters on Olympia-owned equipment.

3. Lessee's installation, operation, and maintenance of its Equipment may not damage or materially interfere in any way with Olympia's facility operations or related repair and maintenance activities of Olympia's owned and operated facilities located at the Property, or with such operations of other tenants at the Property. Lessee shall cease all actions which interfere with such operations of Olympia immediately upon notice of such interference; and

4. Olympia does not guarantee to Lessee subsequent noninterference with Lessee's Equipment operations; provided, however, that in the event any other party, except a governmental unit, office, or agency, requests a lease and/or permission to place any type of additional antenna or transmission facility on the Property, Olympia shall follow the procedures of this section to determine whether such antenna or transmission facility will interfere with Lessee's Equipment operations. If Olympia receives any such request, the prospective tenant which may cause interference must take steps to eliminate such interference, as reflected in technical specifications submitted to Olympia for review. The prospective tenant is responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Lessee has thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objections within said thirty (30) day period will be deemed consent by Lessee to the installation of antennas or transmission facilities pursuant to said proposal. If Lessee gives notice of objection due to interference during such thirty (30) day period and Lessee's objections are verified by Olympia to be valid, then Olympia shall not proceed with such proposal unless the prospective tenant modifies the proposal in a manner determined, in Olympia's reasonable judgment, to adequately reduce the interference. In that case, Olympia may allow the prospective tenant to proceed and place antennas or other communications facilities on the Property regardless of potential or actual interference with Lessee's use, provided however, if Lessee's use of the Leased Area is materially affected in Lessee's sole discretion, Lessee may terminate the Lease.

P. Hazardous Substances.

Olympia represents that it has no knowledge of any substance, chemical, or waste (hereafter called "Hazardous Substance") on the Property that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Lessee shall not introduce any Hazardous Substance on the Property in violation of any applicable law. Lessee shall use the Property in compliance with all applicable state and federal environmental laws. Lessee is solely responsible for and shall defend, indemnify, and hold Olympia, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including



reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Property associated with the introduction by Lessee to the Property of any Hazardous Substance(s). Olympia is solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Substances from any and all sources other than those Hazardous Substances introduced to the Property by Lessee. The obligations of this Section P survive the expiration or termination of this Lease.

Q. Assignment; Sublease.

1. Lessee shall not assign or transfer this Lease or sublease all or any portion of the Leased Area either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation; nor may title thereto, either legal or equitable, or any right or property interest therein pass to or vest in any entity without the prior written consent of Olympia, which consent may not be unreasonably withheld, conditioned, or delayed; Lessee shall promptly notify Olympia of any proposed change in, or transfer of, or acquisition by any other party of control of Lessee. Upon any such assignment, transfer, or sublease, Olympia may cancel this Lease, or may consent thereto and continue this Lease with the assignee, transferee, or sublessee.

2. Notwithstanding anything contained herein to the contrary, this Lease may be sold, assigned, or transferred by Lessee without approval or consent of Olympia to Lessee's, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Lessee's assets in the market, defined by the Federal Communications Commission in which the Property is located, by reason of a merger, acquisition, or other business reorganization. Lessee shall notify Olympia within sixty days (60) after the conclusion of such a transfer. No change of stock ownership, partnership interest, or control of Lessee or transfer upon partnership or corporate dissolution of Lessee constitutes an assignment hereunder.

3. As a condition to Olympia's approval, any potential assignee otherwise approved by Olympia will be required to assume all obligations of Lessee under this Lease and will be required to be jointly and severally liable with Lessee for the payment of Rent and performance of all terms and conditions of this Lease.

R. Venue.

Any lawsuit arising out of our relating to this Lease must be brought and maintained in the Superior Court in Thurston County, Washington, which is the exclusive venue for any such



lawsuit. This Lease is governed by and must be interpreted in accordance with Washington law. The prevailing party in any lawsuit arising out of or related to this Lease is entitled to an award of costs and reasonable attorney's fees.

S. Liens.

By law, no lien may attach to public property. If Lessee has work performed on the Property, Lessee shall inform all of its contractors, subcontractors, suppliers, materialmen, laborers, and others who may have a lien against private property that they are prohibited from claiming a lien on Olympia property.

T. Termination.

In addition to termination for breach under Section I above, Olympia may terminate this Lease after giving written notice to Lessee of its intent to do so given at least one hundred eighty (180) days prior to such termination; provided there is a bona fide threat of public health or safety caused or contributed to by Lessee's continued use of the Leased Area (as permitted in this Lease), or if Olympia reasonably concludes that Lessee's use of the Leased Area conflicts with the primary purpose of the Property: Olympia's delivery of safe drinking water and fire suppression water. Lessee may terminate this Lease with six (6) months written notice for any reason. Such termination is permitted in the event Lessee wishes to terminate this Lease at any time for any reason.

U. Right of Entry.

Olympia, and its agents, officers, and employees, may enter the Leased Area upon twenty-four (24) hours prior written notice to Lessee for the purpose of conducting inspection for compliance with this Lease or to conduct other business; provided, however, that in no event may Olympia modify, remove, relocate, or otherwise tamper with the Equipment. In the event of an emergency, Olympia's agents, officers, and employees may enter the Leased Area without notice to Lessee. Olympia is liable for any damage to the Equipment negligently caused by Olympia or its agents, officers, and employees. In an emergency Olympia shall call Lessee's NOC at 877-611-5868.

V. Whole Agreement.

This Lease contains the entire agreement between the parties as to the transaction contained herein, and supersedes all offers, negotiations, and agreements concerning the subject matter contained herein. Both parties have read this Lease, understand its contents, and have opportunity to consult with their respective attorneys regarding it.

W. Maintenance and Security.



1. Olympia shall maintain the Property (except for the Equipment and those parts of the Leased Area that Lessee has exclusive use and control of), including the water tank and access to the Leased Area, in good repair during the term of this Lease. Olympia has no responsibility for maintenance of or security for the Equipment placed upon the Leased Area by Lessee;
2. Lessee may install private utilities, at Lessee's expense, and may improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Lessee shall install separate meters for utilities it uses on the Property;
3. Lessee shall, at its own expense, maintain those parts of the Leased Area Lessee has exclusive use and control of and its Equipment in a safe condition, in good repair and in a manner reasonably acceptable to Olympia. Additionally, Lessee shall keep those parts of the Leased Area it has exclusive use and control of free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard, or any excessive vibration, heat, or noise. Lessee's Equipment must, at all times, be painted, at Lessee's expense, the same color as the water storage tank or facility to which its Equipment, such as but not limited to conduit, wires, signs, etc., are attached, or other color as Olympia may specify. Lessee shall obtain permission from Olympia for any tree pruning or cutting that Lessee deems is reasonably required for installation and/or maintenance of its Equipment on the Leased Area, and Lessee shall in performing such pruning or cutting follow best management practices in accordance with Olympia Municipal Code;
4. In the event that Olympia desires to make water tank repairs, or conduct maintenance or painting of the Property, Olympia shall provide thirty (30) days written notice to Lessee. Lessee shall accommodate Olympia by taking whatever action is necessary to secure the Equipment of Lessee, or to remove them temporarily, if necessary, in order for Olympia to make repairs and perform such maintenance. Olympia will use its best efforts to speedily take care of any work that requires Lessee to remove or otherwise disable its Equipment. If Lessee is required to temporarily remove all or any of its Equipment or disable its operations to accommodate Olympia's repair or maintenance work, Olympia shall permit Lessee to place and operate temporary transmission and reception facilities on the Property in a mutually acceptable location until such time as Lessee is able to relocate its Equipment back to the Leased Area and/or recommence operations therefrom. Use and operation of such temporary facilities is governed by all of the terms and conditions of this Lease, including Rent. If Lessee must discontinue its operation at the site while Olympia is doing its maintenance, repair, or painting, the Rent is abated until Lessee's use of the Leased Area and right to operate its Equipment therefrom is restored, unless Lessee places and operates temporary transmission and reception facilities on the Property; and



5. Upon Olympia's request, Lessee shall attend an annual site visit to discuss the general conditions of the Leased Area. If a site visit is requested, the parties will determine a mutually agreed upon date and time.

6. Lessee and any sub-lessee shall post at a conspicuous location on the the Leased Area a 24-hour emergency phone number.

X. Warranty of Title and Quiet Enjoyment.

Olympia warrants that: (i) Olympia owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances, and restrictions affecting Lessee's use; (ii) Olympia has full right to make and perform this Lease; and (iii) Olympia covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants, and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Property subject to this Lease. If Olympia sells or transfers all or any portion of the Property affecting the Property, any such sale, hypothecation, or transfer of all or any portion of the Property is made subject to the terms, provisions, and conditions of this Lease.

Y. Holding Over.

Any holding over after the expiration of the term of this Lease, with the consent of Olympia, must be construed to be a tenancy from month to month at two times the Rent or two hundred percent (200%) herein specified (prorated for partial months) and is otherwise on the terms and conditions herein specified, so far as applicable.

Z. Acceptance of Leased Area.

Lessee is currently in possession of the Leased Area and has been since June 1, 2002; Lessee accepts the Leased Area in the condition existing as of the date of this Lease. Except as provided elsewhere in this Lease, Olympia makes no representation or warranty with respect to the Leased Area's fitness for Lessee's particular purpose. Lessee shall, upon not less than forty-five (45) days prior request by Olympia, deliver to Olympia an estoppel statement in writing certifying that (a) this Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which Rent and other charges have been paid; (c) so far as the person making the certificate knows, Olympia is not in default under any provisions of the Lease; and (d) such other factual matters as Olympia may reasonably request.

AA. Successors and Assigns.

This Lease is binding upon and inures to the benefit of the parties, their respective successors, personal representatives, and assigns.

**BB. Non-Waiver.**

Failure of either party to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Lease or to exercise any of their respective rights hereunder does not waive such rights, but such party may enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Olympia after a breach of this Lease may not be deemed a waiver of such breach unless expressly set forth in writing.

**CC. Miscellaneous.**

1. Olympia, and Lessee represent that each, respectively, has full right, power, and authority to execute this Lease.
2. If any term of this Lease is found to be void or invalid, such invalidity does not affect the remaining terms of this Lease, which continue in full force and effect;
3. Over the term of the Lease, Lessee shall give reasonable consideration to adopting, installing, and using new technologies on the Property which would reduce the footprint, height, width, and/or area occupied by its equipment; and
4. The Property houses critical structures and infrastructure necessary for the delivery of safe drinking water and fire suppression water. Any risks to such purposes associated with the installation and operation of Lessee's Equipment on or around the infrastructure must be minimized. The City's ability to operate and maintain its infrastructure must not be impeded or compromised in any way. In the event Lessee's use of the Leased Area conflicts with these purposes, Olympia may terminate this Lease at any time pursuant to Section T, above.

[SIGNATURES ON FOLLOWING PAGES]



Approved as to form:

Michael M. Young

Deputy City Attorney

LESSOR:

CITY OF OLYMPIA

By: \_\_\_\_\_

Name: Steven J Burney

Title: City Manager

Date: \_\_\_\_\_

STATE OF WASHINGTON )

) ss.

COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ for \_\_\_\_\_, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Print Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_.

LESSEE:

T-MOBILE West LLC  
a Delaware limited liability company

By:

\_\_\_\_\_  
Its: Manager

By: [Signature]

Name: Eamon O'Leary  
Sr Area Director

Title: \_\_\_\_\_

Date: 6.29.22



TMO Signatory Level : L06

STATE OF WASHINGTON )

King ) ss.

COUNTY OF ~~King~~ )

On this 29 day of JUNE 2022, before me personally appeared eamon o'leary to me known to be the Sr-Area Director for T-Mobile, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Print Name: LINDA TRINH

NOTARY PUBLIC in and for the State of

WA, residing at King.

My commission expires 10/11/24.



**EXHIBIT A**  
**ELLIOTT AVENUE WATER STORAGE TANK LEASE SITE**  
**Leased Area Legal Description**

Section 09 Township 18 Range 2W Quarter NW NW  
& SW NW BLA993119OL TR A Document 3321816



**EXHIBIT "A"**  
**T-MOBILE LEASE SITE**

A 12 foot by 18 foot area (Elliot Tank Site) described as follows:

**Overall Water Tank Parcel**

The North 850 feet of the South 910 feet of that part of Government Lot 5 and the Northwest quarter of the Northwest quarter of Section 9, Township 18 North, Range 2 West, W.M., lying westerly of a line described by beginning at a point on the South line of said Lot 5, 270 feet East of its Southwest corner; running thence North 910 feet to the terminus of said line.

**T-MOBILE LEASE AREA**

**COMMENCING** at a ½" Iron Pipe with Cap encased in PVC pipe, marking the Northwest Corner of Section 9, Township 18 North, Range 2 West, W.M; thence along the West line of the Northwest Quarter of said Section 9, South 2°14'47" West, a distance of 2659.33 feet to a 3" Brass Disc, stamped LS 16716, marking the West Quarter-Corner of said Section 9; Thence North 9°53'03" East, a distance of 1091.60 feet to the Southwest Corner of lease area and the **POINT OF BEGINNING**. Said **POINT OF BEGINNING** bears South 3°00'31" East, a distance of 1584.07 feet from said Northwest Section corner:

Thence South 83°26'32" East, a distance of 12.00 feet;

Thence North 6°23'38" East, a distance of 18.00 feet;

Thence North 83°26'32" West, a distance of 12.00 feet;

Thence South 6°23'38" West, a distance of 18.00 feet to the **POINT OF BEGINNING**;

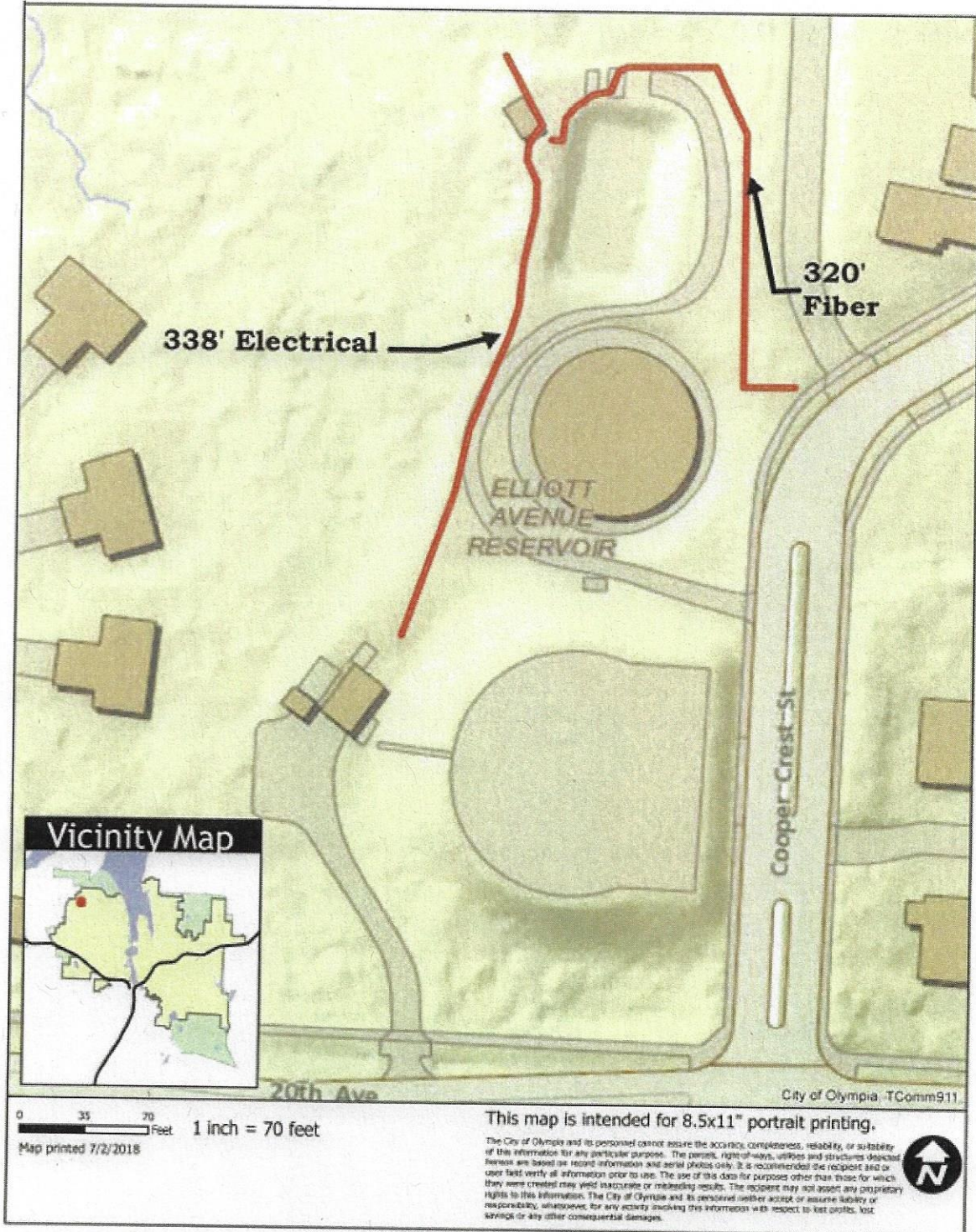
Said Lease Area contains 216 square feet.







### EXHIBIT C CONDUIT LEASE AREAS



**EXHIBIT D**  
**EQUIPMENT**

<b>Ground Space and Equipment</b>		
<b>Ground facility description and size (concrete pad with fencing and gate, building, etc.)</b>	<b>List equipment (Generator, control box, etc.)</b>	<b>Others</b>
216 SF Lease area. No Fencing. Outdoor equipment cabinets.	Outdoor equipment cabinets and ancillary support equipment	



**EXHIBIT E**

**PRICING STRUCTURE**

(Insert rent list: # of antenna, ground space square footage, etc.)

<b>Ground Facility and Equipment</b>			
Ground Facility (SF)	Unit Cost per SF	List equipment (Generator, control box, etc.)	Ground Facility Rent
216 SF (12) x (18)	\$31.73		\$6,854.33

<b>Utility, Electrical and Conduit Runs</b>		
Quantity (LF)	Cost per LF	Utility Easement Rent
658	\$7.20	\$4,740.94

**Total Rent Amount: \$11,595.27**



## City Council

### Approval of a Resolution Authorizing an Interlocal Agreement Between the Cities of Olympia, Lacey and Tumwater and Thurston County for Collaboration on Request for Proposals for Public, Education, and Government (PEG) Services

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.K  
**File Number:**22-0654

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**Type:** decision **Version:** 1 **Status:** Consent Calendar

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#### **Title**

Approval of a Resolution Authorizing an Interlocal Agreement Between the Cities of Olympia, Lacey and Tumwater and Thurston County for Collaboration on Request for Proposals for Public, Education, and Government (PEG) Services

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve the Resolution authorizing an Interlocal Agreement between the cities of Olympia, Lacey and Tumwater and Thurston County for collaboration on Request for Proposals for Public, Education, and Government (PEG) Services.

#### **Report**

##### **Issue:**

Whether to approve the Resolution authorizing an Interlocal Agreement between the cities of Olympia, Lacey and Tumwater and Thurston County for collaboration on Request for Proposals for Public, Education, and Government (PEG) Services.

##### **Staff Contact:**

Kellie Purce Braseth, Strategic Communications Director, City Manager's Office, 360.753.8361

##### **Presenter(s):**

None - Consent Calendar Item.

##### **Background and Analysis:**

In February 2021, the City Council approved a 10-year cable franchise agreement between the City of Olympia and Comcast Cable Communications Management, LLC. The cable franchise agreement

is for non-exclusive use of city rights-of-way to operate and maintain a cable communication system in Olympia.

There are legal limitations related to cable franchising. Specifically, the cable franchise can only address the provision of cable (video) service in Olympia. Federal law limits negotiations to public, educational and governmental (PEG) access channels, local control of City rights-of-ways, and other Comcast compliance obligations with the franchise, particularly its financial obligations. Federal and state law prohibits the City from collecting franchise fees on Comcast's non-cable service revenue, such as telephone services and broadband internet.

The Interlocal Agreement would allow the jurisdictions to make the most efficient use of their resources by collaborating to solicit request for proposals and enter into separate contracts with a designated service provider or service providers to manage public, education, and government (PEG) access funds and operate PEG access channels, facilities, and equipment, and provide noncommercial PEG access services.

Noncommercial PEG access services include public access programming; education access programming; and government access programming; and cablecasting public, educational and governmental programming on access channels.

The City of Lacey shall serve as the lead agency and will collect submitted requests for proposals and coordinate the review of submitted requests for proposals with each party to this agreement.

**Neighborhood/Community Interests (if known):**

Members of the community are impacted daily by the need for and use of cable service in their homes and businesses.

**Options:**

1. Approve the Resolution authorizing an Interlocal Agreement between the Cities of Olympia, Lacey and Tumwater and Thurston County for collaboration on Request for Proposals for Public, Education, and Government (PEG) Services.
2. Modify the Resolution and/or the Interlocal Agreement and approve at a later date.
3. Do not approve the Resolution authorizing an Interlocal Agreement between the Cities of Olympia, Lacey and Tumwater and Thurston County for collaboration on Request for Proposals for Public, Education, and Government (PEG) Services.

**Financial Impact:**

There is no common budget for this ILA, and no payments will be made between jurisdictions. This agreement has no provisions for personal or real property is to be jointly acquired or held.

Comcast pays a franchise fee to the City of Olympia for the use of public property. Federal law caps the maximum amount at 5% of Comcast's gross revenues (approximately \$300,000 annually) from and related to the provision of cable and video services.

PEG fees charged to cable subscribers are remitted to the City and may be used for capital expenses related to the cable-delivery of Public, Education, and Government programming. The PEG fee is .30 per subscriber per month (approximately \$45,000 annually). The City reserves the option to increase the fee, as needed, for capital improvements.

**Attachments:**

Resolution  
Agreement



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF OLYMPIA, LACEY AND TUMWATER AND THURSTON COUNTY FOR COLLABORATION ON REQUEST FOR PROPOSALS FOR PUBLIC, EDUCATION, AND GOVERNMENT (PEG) SERVICES**

**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**, it is to the mutual advantage of Thurston County and the Cities of Lacey, Olympia, and Tumwater to cooperate in order to make the most efficient use of their resources to collaborate on soliciting the request for proposals for service provider or service providers to manage public, education, and government (PEG) access funds and PEG access channels, facilities and equipment, and provide noncommercial PEG access services to the parties, as well as the community members within their respective jurisdictions;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the Cities of Olympia, Lacey, and Tumwater and Thurston County for collaboration on request for proposals for PEG services and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

*Michael M. Young*  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY

**2022**  
**INTERLOCAL AGREEMENT**  
**BETWEEN THURSTON COUNTY, CITY OF LACEY, CITY OF OLYMPIA, & CITY**  
**OF TUMWATER**

This Agreement is entered into in duplicate originals this 18 day of July 2022 between the CITIES OF LACEY, OLYMPIA, TUMWATER, municipal corporations (hereinafter "Lacey, Olympia, and Tumwater, or Cities"), and THURSTON COUNTY, a municipal corporation (hereinafter "County"), collectively referred to as "parties" and individually as "party" pursuant to RCW 39.34.

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, it is to the mutual advantage of Thurston County and the Cities of Lacey, Olympia, and Tumwater to cooperate as described herein in order to make the most efficient use of their resources to collaborate on soliciting the request for proposals for service provider or service providers to manage public, education, and government (PEG) access funds and PEG access channels, facilities and equipment, and provide noncommercial PEG access services to the parties; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking each public agency is authorized by law to perform.

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I.**  
**GENERAL**

1. It is the purpose of the Agreement to permit the parties to make the most efficient use of their resources by enabling them to collaborate on soliciting a request for proposals to enter into separate contracts with a designated service provider or service providers to manage public, education, and government (PEG) access funds and operate PEG access channels, facilities, and equipment, and provide noncommercial PEG access services. Noncommercial PEG access services include: public access programming; education access programming; and government access programming; and cable-casting public, educational and governmental programming on access channels. All jurisdictions represented in this Agreement shall: 1) work together to create the request for proposal, which shall include that vendors provide proposals for each party to this agreement, and 2) review the applications submitted through the request for proposal process. Each party reserves the right to select and enter into contracts with a vendor at their own discretion based on the needs of their respective jurisdiction. Each party also reserves the right to not enter into an agreement through this process.

**II.  
DURATION**

2. This Agreement shall become effective on the date written above and shall remain in effect for one (1) year and automatically renew for an additional one (1) year unless changed, modified, amended, or terminated sooner as provided for herein. The total duration of this Agreement shall not exceed two (2) years. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

**III.  
SERVICES**

For the duration of the coordinated project, Lacey will serve as the lead agency. The lead agency will create a draft request for proposals, which shall include that vendors provide proposals for each party to this agreement. The non-lead jurisdictions will review the draft request for proposals. All jurisdiction will agree to the draft request for proposals in writing prior to finalizing and publishing the request for proposal. The request for proposal shall include, but is not limited to: scope of services, solicitation and review schedule, a defined process for answering questions, evaluation criteria, desired qualifications, and submission requirements. Should the parties be unable to agree on the draft request for proposals, each jurisdiction may move forward with separate request for proposals concurrently with terminating this Agreement.

The lead agency agrees to collect submitted requests for proposals. The lead agency will coordinate the review of submitted requests for proposals with each party to this agreement. The non-lead jurisdictions agree to review the submitted requests for proposals with the lead agency.

Each party is responsible for selecting and entering into contracts with a vendor at their own discretion based on the needs of their respective jurisdiction. Each party also reserves the right to not enter into an agreement through this process.

**IV.  
RECORDS RETENTION AND AUDIT**

3. During the progress of the work and for a period not less than six (6) years from the final date of December 31, 2022, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by either party and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period. Each party will promptly notify the other of any such litigation hold on records.

**V.  
RELATIONSHIP OF THE PARTIES**

4. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third-party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No payments shall be made between any party to this agreement. No personal or real property is to be jointly acquired or held.

**VI.  
TERMINATION**

5. Any party may terminate this Agreement upon ninety (90) calendar days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**VII.  
LEGAL RELATIONS**

6. No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

**VIII.  
FORCE MAJEURE**

7. Neither party will be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure will include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, epidemics, civil or public disturbances, or other similar occurrences. If any party is unable to perform under this Agreement due to a force majeure event, upon giving notice and reasonably full particulars to the other party, such obligation or condition will be suspended only for the time and to the extent commercially practicable to restore normal operations.

**IX.  
ADMINISTRATION**

8. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other party, the County's representative shall be the Public Information Supervisor (360)490-0562, the City of Lacey's representative shall be the Assistant City Manager (360)412-2891, the City of Olympia's representative shall be Kellie Purce Braseth (360)753-8361, and the City of Tumwater's representative shall be Ann Cook (360)754-4123.

**X.  
CHANGES, MODIFICATIONS, AND AMENDMENTS**

9. This Agreement may be changed, modified, amended, or waived only by written agreement executed by each party's authorized governing authority .

**XI.  
GOVERNING LAW AND VENUE**

10. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance, Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington or, if against Thurston County, in the superior court of either of the two nearest judicial districts.

**XII.  
WAIVER**

11. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**XIII.  
SEVERABILITY**

12. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THURSTON COUNTY**

**CITY OF LACEY**

\_\_\_\_\_  
Ramiro Chavez, County Manager

\_\_\_\_\_  
Scott Spence, City Manager

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Jon Tunheim, Prosecuting Attorney

\_\_\_\_\_  
David Schneider, Lacey City Attorney

**CITY OF OLYMPIA**

**CITY OF TUMWATER**

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Steven J. (Jay) Burney

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Debbie Sullivan, Mayor

Approved as to form:

Approved as to form:

*Michael M. Young*  
\_\_\_\_\_  
Michael Young, Deputy City Attorney

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Karen Kirkpatrick, City Attorney



## City Council

# Approval of a Resolution Authorizing the 2020 Home Fund Grant Agreement with The Family Support Center of South Sound for \$1,000,000

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.L  
**File Number:**22-0655

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**Type:** resolution **Version:** 1 **Status:** Consent Calendar

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### Title

Approval of a Resolution Authorizing the 2020 Home Fund Grant Agreement with The Family Support Center of South Sound for \$1,000,000

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve a Resolution authorizing the 2020 Home Fund Grant Agreement with the Family Support Center of South Sound for \$1,000,000.

### Report

#### Issue:

Whether to approve a Resolution authorizing the 2020 Home Fund Grant Agreement with the Family Support Center of South Sound for \$1,000,000.

#### Staff Contact:

Darian Lightfoot, Housing Programs Manager, 360.280.8951

#### Presenter(s):

None - Consent Calendar Item

### Background and Analysis:

#### Home Fund Advisory Recommendation:

The Olympia Home Fund Advisory Board unanimously recommends awarding Family Support Center of South Sound \$1 million for the creation of 62 new homes for homeless children and their families as well as survivors of domestic violence. Upon completion, this project will immediately be filled by households with children through the Coordinated Entry system, those in shelter, and other prioritized homeless families. In the first year, it is expected that this project will serve 209 children, parents, and survivors of domestic violence. This housing plans to be fully occupied by December 2023.

#### Background of the Home Fund:



The Olympia Home Fund was created in 2018 by a sales tax levy approved by Olympia voters. Proceeds from the Home Fund Account are used to construct affordable and supportive housing and housing-related purposes, including mental and behavioral health facilities, and for costs for operations, maintenance, delivery, and evaluation of mental health programs and services, or housing-related services, as allowed by RCW 82.14.530.

2020 Home Fund Capital Award Criteria:

The Home Fund Advisory created criteria for the 2020 award based on the 2018 sales tax levy approved by Olympia voters. The Criteria included:

- Construct new affordable housing units, shelter beds, or treatment beds in Thurston County Washington. Construction can include conversion of existing market rate units into affordable housing.
- Provide housing to households earning no more than 50 percent of area median income (AMI). Beyond the minimum 50 percent AMI requirement, applicants are strongly encouraged to include as many units as possible that are affordable to households with incomes below 50% AMI.
- Provide housing, treatment, or shelter for targeted vulnerable household types including:
  - Seniors
  - Single adults who are chronically homeless and have a disability
  - Families with children
  - Unaccompanied youth or young adults
  - Survivors of domestic violence
  - Veterans
- Reduce homelessness to Thurston County's most vulnerable homeless households through referrals from a Thurston County Coordinated Entry provider. Proposals should articulate what levels of service and operating subsidies would likely be necessary for the project to be successful, and any partnerships have been or will need to be established to successfully operate the homeless units.
- Demonstrate readiness to begin construction based on occupancy date and other measures.
- Provide integrated supportive services at the housing, shelter, or treatment facility after construction.
- Demonstrate efficiency in development costs to maximize the impact of City and other public and private fund sources. This priority will be evaluated through per-unit costs and a review of the project budget.

The attached contract outlines the requirements of Family Support Center to ensure the created housing remains affordable and accessible to the highest need members of our community.

**Neighborhood/Community Interests (if known):**

Affordable housing development and homelessness are of high interest to the community. Family Support Center of South Sound is a valued and trusted partner in Olympia and has great community support for this project.

**Options:**

1. Move to approve a Resolution authorizing the 2020 Home Fund Grant Agreement with the

Family Support Center of South Sound for \$1,000,000.

2. Move to approve the Resolution with amendments.
3. Take other action.

**Financial Impact:**

The Home Fund will allocate \$1 million for construction costs related to the project based on the terms set in the award letter.

The total construction cost for this project is \$29 million. Other funders that this project will rely on includes Thurston County, the Washington State Housing Trust Fund, and federal Low Income Housing Tax Credits authorized by the Washington State Housing Finance Commission.

**Attachments:**

Resolution  
Agreement  
Award Letter

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING 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**

**WHEREAS**, on March 2, 2020, The Family Support Center of South Sound (“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 11, 2020, 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 June 16, 2020, the Olympia City Council conditionally approved the Home Fund Advisory Board’s recommendation to provide funding to FSCSS in the sum of \$1,000,000.00 to construct and develop affordable low-income housing at 3524 7<sup>th</sup> 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 October 1, 2020, 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 2020 Home Fund Grant Agreement setting forth the terms upon which the City will grant to FSCSS One Million Dollars and No Cents (\$1,000,000.00) for purposes of the development and construction of the Project as described herein, 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; and

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the 2020 Home Fund Grant Agreement between the City of Olympia and The Family Support Center of South Sound 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), upon the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the 2020 Home Fund Grant Agreement with The Family Support Center of South Sound, together with any other documents necessary in connection with said grant to The Family Support Center of South Sound for the project located at 620 Fieldstone Drive SW, Olympia, Washington 98502, and to make any minor modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

**Mark Barber**  
\_\_\_\_\_  
CITY ATTORNEY

**CITY OF OLYMPIA  
2020 HOME FUND GRANT AGREEMENT  
NO. 21-HFC-002**

**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 March 2, 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 11, 2020, 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 June 16, 2020, the Olympia City Council conditionally approved the Home Fund Advisory Board’s recommendation to provide funding to FSCSS in the sum of \$1,000,000 to construct and develop affordable low-income housing at 3524 7<sup>th</sup> 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 October 1, 2020, 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 One Million Dollars and No Cents (\$1,000,000.00) 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-002. 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 \$1,000,000.00 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 \$1,000,000 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](mailto: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](mailto: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](mailto: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: Trisha Gregory  
Patricia Gregory, Executive Director  
[trishg@fscss.org](mailto: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](mailto: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-002 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](mailto: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]

<b><i>Milestone</i></b>	<b><i>Date of Completion</i></b>
<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](mailto: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**



June 3, 2020

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

Re: Award for \$1 Million from Olympia Home Fund

Dear Trish:

Congratulations! Your application for the City of Olympia’s Home Fund in the amount of \$1,000,000 towards developing 62 new homes for the neediest of families in Olympia is conditionally approved by City Council. These funds are available through the City of Olympia Home Fund.

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)
- The Washington State Housing Trust Fund
- The Washington State Housing Finance Commission

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 listed on page one of this letter);
- All funds will be paid through reimbursements documented through invoices;
- Reimbursements for development fees will be linked to project milestones (like permits, occupancy, or other negotiated milestones);
- Our contract term will be consistent with your development timeline;

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Click or tap to enter a date.

Page 2

- 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.

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](mailto: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**



## EXHIBIT C

March 2, 2020

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

Dear Cary Retlin,

The Family Support Center of the South Sound (FSCSS) is excited to submit this 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. The FSCSS project is the first phase of a multiple-phase development, located on 7<sup>th</sup> Avenue Southwest across the street from FSCSS's main campus.

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. We have already received a \$400,000 CDBG funding award from the City of Olympia to purchase the property; a \$372,585 commitment from Thurston County; \$530,000 in bridge financing from the Washington State Housing Finance Commission (WSHFC); \$85,000 in bridge financing from Impact Capital, and most recently a \$1,000,000 award from the Federal Home Loan Bank (FHLB). The City of Olympia's funding commitment in this funding round is essential to our project's success. **FSCSS is requesting that the City of Olympia support our project with a commitment of \$1,000,000 towards the development of 62 new homes for the neediest families in Olympia.**

Since our funding request last year, we have gained cost efficiencies by revising the building configuration and planned phasing of the overall project. We have reduced common area square footage and increased the unit count, adjusted the unit mix to continue to meet our main goal of serving families with children while increasing building efficiencies. We have also incorporated additional two- and three-bedroom units into the design. The current layout develops approximately 55% of the lot area, reducing initial site costs and allows for future development phases of the site. The budgets assume Davis Bacon residential wage rates and anticipated procurement requirements for selection of the general contractor. It is important to remember that family units are more expensive on a per unit basis because of the additional square footage necessary to house a family. But this investment in families is essential to building a safe and healthy community for all of our residents.

## EXHIBIT C

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 Kasey Liedtke, Housing Developer at Bellwether Housing, at 206-588-4803 or [kliedtke@bellwetherhousing.org](mailto:kliedtke@bellwetherhousing.org) or you can contact me at (360)754-9297 x206 or [TrishG@fscss.org](mailto:TrishG@fscss.org).

Sincerely,



**Trish Gregory**  
Executive Director  
Family Support Center of the South Sound

# EXHIBIT C

**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 2020, there are 219 unsheltered households on FSCSS master-list, equivalent to 282 parents and 342 children, waiting for a safe, stable, and permanent housing solution. Twenty percent (20%) of these households meet the chronic homeless definition, 40% are actively fleeing domestic violence, 12% are pregnant, and 7% of the heads of households identify as LGBTQ+.

Currently, 79 of the above described households have housing vouchers. Despite sufficient financial support and intensive housing searches on the part of staff and the families, identifying available units has proven extremely difficult. There are simply not enough affordable housing options to meet the demand for housing, even for those with a housing voucher. In the month of January 2020, 47 households held active housing vouchers, but only 3 households successfully identified and moved into housing. The average length of time from issuance of a voucher to moving into a housing unit is currently 75 days.

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



## EXHIBIT C

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 and it is essential that we receive City support in this round so that we can go into the State HTF and WSHFC funding rounds fully funded.

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 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-three 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.

Since the initial design that was presented in last year's application, the development team has focused on a more cost efficient site and building layout. The number of units was increased from 44 to 62, allowing us to spread fixed costs and site work more efficiently over a greater number of units. We have scaled down the size of units to 528 square feet (sf) for 1-bedrooms, 768 sf for 2-bedrooms, 1,008 sf for 3-bedroom units.

In addition, the initial project now includes a "C" shaped building that is located at the front portion of the site, reducing the amount of sitework required for Phase I and allowing for a more efficient layout of the family-sized units. The new design allows the building to encircle a courtyard and outdoor play area where the building acts as a barrier from the street, providing natural protection and security for children and their parents. The development will include space for management and service offices as well as community gathering space. This new site layout has resulted in a more efficient development cost per unit that is reflected in the attached budgets.

## EXHIBIT C

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

Address:

3524 7<sup>th</sup> Avenue SW  
Olympia, WA 98502

Zoning:

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

## EXHIBIT C

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:

#### 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, Senior Housing Developer, 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

## EXHIBIT C

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, 20% 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:*

FSCSS is proposing 62 units of permanent housing with supportive services. This includes twenty 3-bedroom units, twenty-three 2-bedroom units and nineteen 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 reach full occupancy?*

## EXHIBIT C

FSCSS has already secured permanent financing from the City of Olympia (CDBG), Thurston County (Home), and the Federal Home Loan Bank (FHLB). We will submit funding applications to the State of Washington Housing Trust Fund in September 2020 and a 9% Tax Credit application in January 2021. We anticipate completing design, permitting and financing in the Fall of 2021 and completing construction by the end of 2022. The project will be fully leased in the first quarter of 2023.

<b>Milestone</b>	<b>Date of Completion</b>
<i>City of Olympia CDBG Award/ WSHFC LAP Financing</i>	<i>11/30/2018</i>
<i>Thurston County HOME Award</i>	<i>5/16/2019</i>
<i>FHLB Award</i>	<i>1/23/2020</i>
<i>Begin Construction</i>	<i>10/1/2021</i>
<i>Certificate of Occupancy Issued</i>	<i>12/31/2022</i>
<i>100% Lease-Up</i>	<i>4/1/2023</i>

*b. Has a site been purchased for this purpose or are there properties available for this rehabilitation?*

Yes, FSCSS purchased the property in November 2018.

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

*a. Will this project serve homeless households?*

Yes, 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).

*b. How will this project ensure it is serving the most vulnerable households in Coordinated Entry during lease up?*

## EXHIBIT C

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 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.

c. *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. 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

## EXHIBIT C

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.

### **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

## EXHIBIT C

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?*

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 supportive housing services as well as supportive 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 Supportive 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 enrolled and begun participating in SAMHSA Supportive Housing Fidelity training and will have fidelity evaluation completed prior to the onset of services at the new facility.



# EXHIBIT C

## 13. Cost (30 percent of score)

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

We have made a series of design changes to increase the cost efficiency of the building. 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.

**a1. Per unit hard construction costs**, including contractor overhead and profit and estimated off-site costs, are \$219,399 per unit or \$229 per square foot. Per bedroom the hard costs are \$108,822. **This is a reduction in hard costs of over (\$22,086) per unit from our previous application.** These numbers include a 3% escalation contingency from today to the expected start of construction and assume federal Residential Davis-Bacon wage rates.

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

$$1\text{BR} \times 19 + 2\text{BR} \times 23 + 3\text{BR} \times 20 = 125 \text{ bedrooms};$$

$$\$13,602,768 / 125 = \mathbf{\$108,822/bedroom}$$

**a2. Total project costs excluding land costs are \$324,308/unit. This is a reduction of over (\$41,257)/per unit from our 2019 application.** Including land costs, the total project costs per unit are \$331,675.

$$\$20,564,625 - \$457,500 = \$20,107,125 / 62 = \mathbf{\$324,308/unit}$$

$$\$20,564,625 / 62 = \$331,688$$

b. *Average cost per Home Fund dollar requested? Please include your calculation.*

City of Olympia Home Fund Request: \$1,000,000 / 62 Units = **\$16,129 / Unit**. Divided by the expected occupancy of the project the per bed the Home Fund Request is \$1,000,000 / 252 persons = **\$3,968 / person** or by bedroom /125 = **\$8,000/bedroom**.

## EXHIBIT C

**This is a reduction from our 2019 request of over (\$20,234)/unit. This reduction is due to the increase in the number of units in the project and other design changes that we have made.**

**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:*

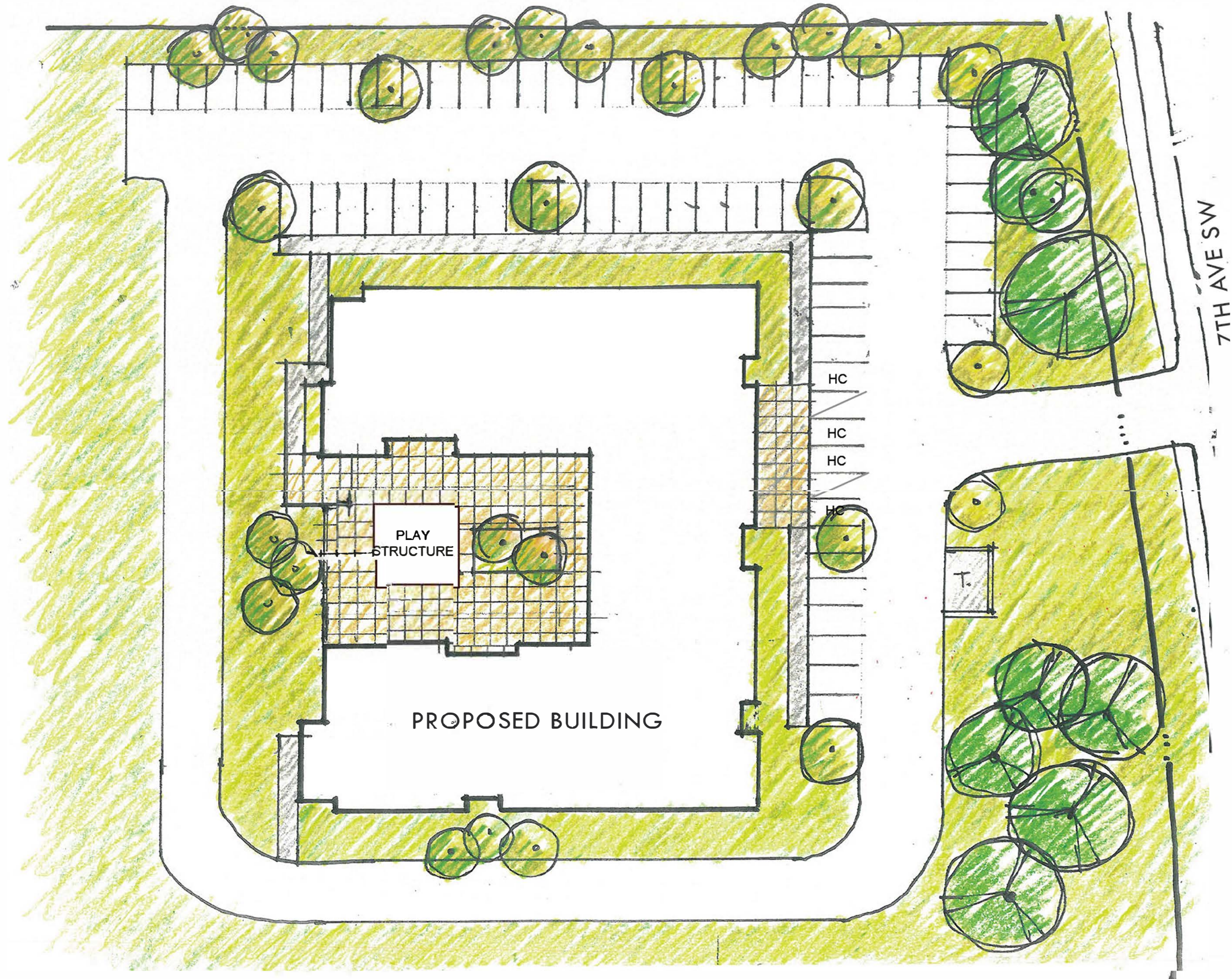
- o All estimated fund sources including Olympia Home Fund*
- o Design and Inspection*
- o Project management*
- o Relocation*
- o Title insurance*
- o Environmental review*
- o Permits and fees*
- o Land/property acquisition*
- o Site development*
- o Construction/rehabilitation*
- o Utilities*
- o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

Please reference FSCSS's Excel budget document included in our application.



EXHIBIT C

SITE AREA FOR  
FUTURE PHASE



SITE PLAN

SCALE 1" = 30'



# **EXHIBIT D**

## **Budget**

**EXHIBIT D  
BUDGET**

<b>Cost Category</b>	<b>Total Cost</b>	<b>Residential Costs</b>	<b>Non-Residential Costs</b>	<b>Olympia Home Amount (“Contract Amount”)</b>
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: _____				
<b>TOTAL DEVELOPMENT COST</b>	<b>28,665,002</b>	<b>28,665,002</b>		<b>2,500,000</b>

# **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-002
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

<b>Grant Number</b>	21-HFC-002		
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: _____	
<b>TRANSACTIONS</b>	<b>PREVIOUSLY REPORTED</b>	<b>CURRENT PERIOD</b>	<b>CUMULATIVE</b>
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

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

### 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\*\*\***

**GRANTOR**  
**FSCSS West Olympia LLLP,**  
**a Washington limited liability limited partnership**

**By: FSCSS Housing LLC,**  
**a Washington limited liability company**  
**Its: General Partner**

**By: THE FAMILY SUPPORT CENTER OF SOUTH SOUND,**  
**a Washington nonprofit corporation**  
**Its: Manager**

By: \_\_\_\_\_  
Patricia Gregory, Executive Director

Dated: \_\_\_\_\_

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 Patricia Gregory, to me known to be the Executive Director of The Family Support Center of South Sound, a Washington non-profit corporation, the manager of FSCSS Housing LLC, a Washington limited liability company, the general partner of FSCSS West Olympia LLLP, a Washington limited liability limited partnership, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said non-profit corporation, on behalf of said company, on behalf of said partnership, for the uses and purposes therein mentioned and on oath states that she 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 \_\_\_\_\_

Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**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.



October 1, 2020

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

Re: Award for \$1 Million from Olympia Home Fund

Dear Trish:

Congratulations! Your application for the City of Olympia's Home Fund in the amount of \$1,000,000 towards developing 62 new homes for the neediest of families in Olympia was conditionally approved by City Council at their June 16, 2020 meeting. These funds are available through the City of Olympia Home Fund.

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)
- The Washington State Housing Trust Fund
- The Washington State Housing Finance Commission

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 listed on page one of this letter);
- All funds will be paid through reimbursements documented through invoices;
- Reimbursements for development fees will be linked to project milestones (like permits, occupancy, or other negotiated milestones);
- Our contract term will be consistent with your development timeline;



Click or tap here to enter text.

Click or tap to enter a date.

Page 2

- 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.

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](mailto: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



## City Council

### Approval of a Resolution Authorizing the 2021 Home Fund Grant Agreement with The Family Support Center of South Sound for \$400,000

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.M  
**File Number:**22-0656

---

**Type:** resolution **Version:** 1 **Status:** Consent Calendar

---

#### **Title**

Approval of a Resolution Authorizing the 2021 Home Fund Grant Agreement with The Family Support Center of South Sound for \$400,000

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee

##### **City Manager Recommendation:**

Move to approve a Resolution authorizing the 2021 Home Fund Grant Agreement with the Family Support Center of South Sound for \$400,000.

#### **Report**

##### **Issue:**

Whether to approve a Resolution authorizing the 2021 Home Fund Grant Agreement with the Family Support Center of South Sound for \$400,000.

##### **Staff Contact:**

Darian Lightfoot, Housing Programs Manager, 360.280.8951

##### **Presenter(s):**

None - Consent Calendar Item.

#### **Background and Analysis:**

##### Home Fund Advisory Recommendation:

The Olympia Home Fund Advisory Board unanimously recommends awarding Family Support Center of South Sound \$400,000 for the creation of 62 new homes for homeless children and their families as well as survivors of domestic violence. Upon completion, this project will immediately be filled by households with children through the Coordinated Entry system, those in shelter, and other prioritized homeless families. In the first year, it is expected that this project will serve 209 children, parents, and survivors of domestic violence. This housing plans to be fully occupied by December 2023.

##### Background of the Home Fund:

The Olympia Home Fund was created in 2018 by a sales tax levy approved by Olympia voters. Proceeds from the Home Fund Account are used to construct affordable and supportive housing and housing-related purposes, including mental and behavioral health facilities, and for costs for operations, maintenance, delivery, and evaluation of mental health programs and services, or housing-related services, as allowed by RCW 82.14.530.

2021 Home Fund Capital Award Criteria:

The Home Fund Advisory created criteria for the 2021 award based on the 2018 sales tax levy approved by Olympia voters. The Criteria included:

- Construct new affordable housing units, shelter beds, or treatment beds in Thurston County Washington. Construction can include conversion of existing market rate units into affordable housing.
- Provide housing to households earning no more than 50 percent of area median income (AMI). Beyond the minimum 50 percent AMI requirement, applicants are strongly encouraged to include as many units as possible that are affordable to households with incomes below 50% AMI.
- Provide housing, treatment, or shelter for targeted vulnerable household types including:
  - Seniors
  - Single adults who are chronically homeless and have a disability
  - Families with children
  - Unaccompanied youth or young adults
  - Survivors of domestic violence
  - Veterans
- Reduce homelessness to Thurston County's most vulnerable homeless households through referrals from a Thurston County Coordinated Entry provider. Proposals should articulate what levels of service and operating subsidies would likely be necessary for the project to be successful, and any partnerships have been or will need to be established to successfully operate the homeless units.
- Demonstrate readiness to begin construction based on occupancy date and other measures.
- Provide integrated supportive services at the housing, shelter, or treatment facility after construction.
- Demonstrate efficiency in development costs to maximize the impact of City and other public and private fund sources. This priority will be evaluated through per-unit costs and a review of the project budget.

The attached contract outlines the requirements of Family Support Center to ensure the created housing remains affordable and accessible to the highest need members of our community. The additional funding was awarded to help fill the budget gap brought on by the COVID-19 pandemic.

**Neighborhood/Community Interests (if known):**

Affordable housing development and homelessness are of high interest to the community. Family Support Center of South Sound is a valued and trusted partner in Olympia and has great community support for this project.

**Options:**

1. Move to approve a Resolution authorizing the 2021 Home Fund Grant Agreement with the Family Support Center of South Sound for \$400,000.
2. Move to approve the Resolution with amendments.
3. Take other action.

**Financial Impact:**

The Home Fund will allocate and additional \$400,000 for construction costs related to the project based on the terms set in the award letter.

The total construction cost for this project is \$29 million. Other funders that this project will rely on includes Thurston County, the Washington State Housing Trust Fund, and federal Low Income Housing Tax Credits authorized by the Washington State Housing Finance Commission.

**Attachments:**

Resolution  
Agreement  
Award Letter

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING 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**

**WHEREAS**, on February 26, 2021, The Family Support Center of South Sound (“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 7<sup>th</sup> 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 2021 Home Fund 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 described herein, 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; and

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the 2021 Home Fund Grant Agreement between the City of Olympia and The Family Support Center of South Sound 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), upon the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the 2021 Home Fund Grant Agreement with The Family Support Center of South Sound, together with any other documents necessary in connection with said grant to The Family Support Center of South Sound for the project located at 620 Fieldstone Drive SW, Olympia, Washington 98502, and to make any minor modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

**Mark Barber**  
\_\_\_\_\_  
CITY ATTORNEY

**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 7<sup>th</sup> 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](mailto: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](mailto: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

[othompso@ci.olympia.wa.us](mailto:othompso@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](mailto: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](mailto: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](mailto: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]**

<b>Milestone</b>	<b>Date of Completion</b>
<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](mailto: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);

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**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

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- 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](mailto: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](http://www.fscss.org)

3545 7<sup>th</sup> 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 4<sup>th</sup> 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 7<sup>th</sup> 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](mailto:hburns@bellwetherhousing.org) or you can contact me at (360)754-9297 x206 or [TrishG@fscss.org](mailto: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.

# EXHIBIT C

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 7<sup>th</sup> 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

## EXHIBIT C

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**

<b>Cost Category</b>	<b>Total Cost</b>	<b>Residential Costs</b>	<b>Non-Residential Costs</b>	<b>Olympia Home Amount (“Contract Amount”)</b>
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: _____				
<b>TOTAL DEVELOPMENT COST</b>	<b>28,665,002</b>	<b>28,665,002</b>		<b>2,500,000</b>

# **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

<b>Grant Number</b>	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: _____	
<b>TRANSACTIONS</b>	<b>PREVIOUSLY REPORTED</b>	<b>CURRENT PERIOD</b>	<b>CUMULATIVE</b>
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

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

### 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.



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);

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](mailto: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



## City Council

### Approval of a Resolution Authorizing the 2022 Home Fund Grant Agreement with The Family Support Center of South Sound for \$1,100,000

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.N  
**File Number:**22-0657

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**Type:** resolution **Version:** 1 **Status:** Consent Calendar

---

#### **Title**

Approval of a Resolution Authorizing the 2022 Home Fund Grant Agreement with The Family Support Center of South Sound for \$1,100,000

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee

##### **City Manager Recommendation:**

Move to approve a Resolution authorizing the 2022 Home Fund Grant Agreement with the Family Support Center of South Sound for \$1,100,000.

#### **Report**

##### **Issue:**

Whether to approve the resolution authorizing the 2022 Home Fund Grant Agreement with the Family Support Center of South Sound for \$1,100,000.

##### **Staff Contact:**

Darian Lightfoot, Housing Programs Manager, 360.280.8951

##### **Presenter(s):**

None - Consent Calendar Item

#### **Background and Analysis:**

##### Home Fund Advisory Recommendation:

The Olympia Home Fund Advisory Board unanimously recommends awarding Family Support Center of South Sound an additional \$1.1 million for the creation of 62 new homes for homeless children and their families as well as survivors of domestic violence. Upon completion, this project will immediately be filled by households with children through the Coordinated Entry system, those in shelter, and other prioritized homeless families. In the first year, it is expected that this project will serve 209 children, parents, and survivors of domestic violence. This housing plans to be fully occupied by December 2023.

Background of the Home Fund:

The Olympia Home Fund was created in 2018 by a sales tax levy approved by Olympia voters. Proceeds from the Home Fund Account are used to construct affordable and supportive housing and housing-related purposes, including mental and behavioral health facilities, and for costs for operations, maintenance, delivery, and evaluation of mental health programs and services, or housing-related services, as allowed by RCW 82.14.530.

2022 Home Fund Capital Award Criteria:

The Home Fund Advisory created criteria for the 2022 award based on the 2018 sales tax levy approved by Olympia voters. The Criteria included:

- Construct new affordable housing units, shelter beds, or treatment beds in Thurston County Washington. Construction can include conversion of existing market rate units into affordable housing.
- Provide housing to households earning no more than 50 percent of area median income (AMI). Beyond the minimum 50 percent AMI requirement, applicants are strongly encouraged to include as many units as possible that are affordable to households with incomes below 50% AMI.
- Provide housing, treatment, or shelter for targeted vulnerable household types including:
  - Seniors
  - Single adults who are chronically homeless and have a disability
  - Families with children
  - Unaccompanied youth or young adults
  - Survivors of domestic violence
  - Veterans
- Reduce homelessness to Thurston County's most vulnerable homeless households through referrals from a Thurston County Coordinated Entry provider. Proposals should articulate what levels of service and operating subsidies would likely be necessary for the project to be successful, and any partnerships have been or will need to be established to successfully operate the homeless units.
- Demonstrate readiness to begin construction based on occupancy date and other measures.
- Provide integrated supportive services at the housing, shelter, or treatment facility after construction.
- Demonstrate efficiency in development costs to maximize the impact of City and other public and private fund sources. This priority will be evaluated through per-unit costs and a review of the project budget.

The attached contract outlines the requirements of Family Support Center to ensure the created housing remains affordable and accessible to the highest need members of our community. Due to a steep increase in supply costs and serve shortages, Family Support Center has \$1.1 million shortfall and the Home Fund Advisory Board has approved filling this gap to ensure this important housing project stays on the projected timeline.

**Neighborhood/Community Interests (if known):**

Affordable housing development and homelessness are of high interest to the community. Family

Support Center of South Sound is a valued and trusted partner in Olympia and has great community support for this project.

**Options:**

1. Move to approve a Resolution authorizing the 2022 Home Fund Grant Agreement with the Family Support Center of South Sound for \$1,100,000.
2. Approve Resolution with amendments.
3. Take other action.

**Financial Impact:**

The Home Fund will allocate \$1.1 million for construction costs related to the project based on the terms set in the award letter.

The total construction cost for this project is \$29 million. Other funders that this project will rely on includes Thurston County, the Washington State Housing Trust Fund, and federal Low Income Housing Tax Credits authorized by the Washington State Housing Finance Commission.

**Attachments:**

Resolution  
Grant Agreement  
Award Letter

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING 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**

**WHEREAS**, on January 28, 2022, The Family Support Center of South Sound (“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 February 9, 2022, 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 March 1, 2022, the Olympia City Council conditionally approved the Home Fund Advisory Board’s recommendation to provide funding to FSCSS in the sum of \$1,100,000.00 to construct and develop affordable low-income housing at 3524 7<sup>th</sup> 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 March 2, 2022, 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 2022 Home Fund Grant Agreement setting forth the terms upon which the City will grant to FSCSS One Million Dollars and No Cents (\$1,100,000.00) for purposes of the development and construction of the Project as described herein, 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; and

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The Olympia City Council hereby approves the 2022 Home Fund Grant Agreement between the City of Olympia and The Family Support Center of South Sound 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), upon the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the 2022 Home Fund Grant Agreement with The Family Support Center of South Sound, together with any other documents necessary in connection with said grant to The Family Support Center of South Sound for the project located at 620 Fieldstone Drive SW, Olympia, Washington 98502, and to make any minor modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

**Mark Barber**  
\_\_\_\_\_  
CITY ATTORNEY



**CITY OF OLYMPIA  
2022 HOME FUND GRANT AGREEMENT  
NO. 22-HFC-001**

**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 January 28, 2022, 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 February 9, 2022, 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 March 1, 2022, the Olympia City Council conditionally approved the Home Fund Advisory Board's recommendation to provide funding to FSCSS in the sum of \$1,100,000.00 to construct and develop affordable low-income housing at 3524 7<sup>th</sup> 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 March 2, 2022, 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 One Million One Hundred Thousand Dollars and No Cents (\$1,100,000.00) 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 22-HFC-001. 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 \$1,100,000.00 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 \$1,100,000.00 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](mailto: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](mailto: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

[othompso@ci.olympia.wa.us](mailto:othompso@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](mailto: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](mailto: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. 22-HFC-001 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](mailto: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]**

<b>Milestone</b>	<b>Date of Completion</b>
<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](mailto: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);

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**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](mailto: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**



January 28, 2022

Darian Lightfoot, Home Fund Manager  
City of Olympia  
601 4<sup>th</sup> Avenue East  
Olympia, WA 98507

Dear Darian Lightfoot,

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. 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, this FSCSS project is anticipated to be the first phase of a two-phase development, located on 7<sup>th</sup> Avenue Southwest across the street from FSCSS's main campus.

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, State of Washington Housing Trust Fund, and Thurston County Public Health and Social Services.

To date, the project has leveraged \$399,467 CDBG funding award from the City of Olympia to purchase the property; an additional \$1,400,000 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. Unfortunately, over the past year costs have significantly increased due to changes to the energy codes, increased costs for trade work, supply and demand issues as well as additional required infrastructure work required by the City of Olympia that were identified late in permitting. As such, this project is currently experiencing a significant budget gap and your help is needed to give us that last push to make it to the finish line.

To resolve the gap, the project team first reviewed all design elements and made cost savings adjustments where applicable reducing the budget by almost \$750,000. Subsequent measures included working with City of Olympia planning team to creatively identify strategies to reduce infrastructure costs while sustaining the integrity of both our development project and the needs and goals of the city as identified in the comprehensive plan. Family Support Center in collaboration with City of Olympia have a pending application to the Department of Commerce for \$2,500,000 in CHIP funds (Connecting Housing to Infrastructure Program) to assist in reducing the gap and is

consulting with Thurston County Public Health to determine the process for applying for the Countys ARPA funds to further reduce the gap. Communication is also happening with existing funders to identify if there is a potential of increasing existing award amounts.

FSCSS was not able to identify the full amount of the gap for this project prior to the deadline for this application. We are submitting this application now, before we can determine the exact gap, as we don't want to miss this opportunity to secure the final funding needed to continue forward with the project and start construction in the beginning half of 2022. **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 \$1,100,000 depending on the final identified gap and the amount of additional funding we are able to secure through other committed partners on this project.**

Thank you for your consideration of this ambitious endeavor. Please address questions to Kasey Liedtke, Housing Developer at Bellwether Housing, at 206-588-4803 or [kliedtke@bellwetherhousing.org](mailto:kliedtke@bellwetherhousing.org) or you can contact me at (360)754-9297 x206 or [TrishG@fscss.org](mailto:TrishG@fscss.org).

Sincerely,



**Trish Gregory**  
Executive Director  
Family Support Center of the South Sound

# EXHIBIT C

## **Exhibit "C"** **2021 Olympia Home Fund Application Questions**

**1. Developer Name:**

Family Support Center of South Sound (FSCSS)

**2. Name of developer primary contact for this application:**

Trish Gregory, Executive Director

**3. Telephone number, email, and mailing address for development 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](mailto:trishg@fscss.org)

**4. Operator of project (if different from developer)**

N/A

**5. Project Name:**

FSCSS Family Housing

**6. 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 January 28, 2022, there are approximately 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

# EXHIBIT C

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.

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.

## **7. Location of project, city, address (if known), zoning (if known):**

### Address:

3524 7<sup>th</sup> Avenue SW



# EXHIBIT C

Olympia, WA 98502

## Zoning:

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

## **8. 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.

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

# EXHIBIT C

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:

## Bellwether Housing Development Management Team:

Kasey Liedtke, Housing Developer, will serve as the lead project manager. Mr. Liedtke has 8 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 21 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 26 years of experience working in social services, 21 of which have been with FSCSS. Ms. Gregory has held a leadership position at the agency for the past 15 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 8 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.

## **10. 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

# EXHIBIT C

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:*

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.

## **11. 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?*

Design review is almost complete. We anticipate permitting and financing in the first quarter of 2022, beginning construction in fall 2022 and completing construction by June 2023. The project will be fully leased by Dec 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.

## **12. 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

# EXHIBIT C

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 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 placement through the Thurston County Coordinated Entry system (of total constructed)*

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 who are placed through coordinated entry.

*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

# EXHIBIT C

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.

### **13. 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

# EXHIBIT C

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?*

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 completed a Supportive Housing Fidelity review through the Health Care Authority which was completed on 1/25/22.

## **14. 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

# EXHIBIT C

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 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 \$288,518 per unit or \$289 per square foot. Per bedroom the hard costs are \$145,432. These numbers include a 3% escalation contingency from today to the expected start of construction and assume state prevailing wage rates.

$\$17,888,162 / 62 = \mathbf{\$288,518/unit}$ ; / 61,760 sf = **\$289/sf**

1BR x 20 + 2BR x 23 + 3BR x 19 = 123 bedrooms;

$\$17,888,162 / 123 = \mathbf{\$145,432/bedroom}$

**a2. Total project costs excluding land costs are \$405,487/unit**. Including land costs, the total project costs per unit are \$414,008.

$\$25,668,539 - \$528,304 / 62 = \mathbf{\$405,487/unit}$

$\$25,668,539 / 62 = \$414,008$

*b. Average cost per Home Fund dollar requested? Please include your calculation.*

City of Olympia Home Fund Request:  $\$2,500,000 / 62 \text{ Units} = \mathbf{\$40,322 / Unit}$ . Divided by the expected occupancy of the project the per bed the Home Fund Request is  $\$1,000,000 / 252 \text{ persons} = \mathbf{\$9,920 / person}$  or by bedroom /123 = **\$20,325/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:*

- 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*

# EXHIBIT C

o *Other expenses*



# **EXHIBIT D**

## **Budget**

**EXHIBIT D  
BUDGET**

<b>Cost Category</b>	<b>Total Cost</b>	<b>Residential Costs</b>	<b>Non-Residential Costs</b>	<b>Olympia Home Amount (“Contract Amount”)</b>
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: _____				
<b>TOTAL DEVELOPMENT COST</b>	<b>28,665,002</b>	<b>28,665,002</b>		<b>2,500,000</b>

# **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 #:	22-HFC-001
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

<b>Grant Number</b>	22-HFC-001		
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: _____	
<b>TRANSACTIONS</b>	<b>PREVIOUSLY REPORTED</b>	<b>CURRENT PERIOD</b>	<b>CUMULATIVE</b>
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

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

### 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\*\*\***

**GRANTOR**  
**FSCSS West Olympia LLLP,**  
**a Washington limited liability limited partnership**

**By: FSCSS Housing LLC,**  
**a Washington limited liability company**  
**Its: General Partner**

**By: THE FAMILY SUPPORT CENTER OF SOUTH SOUND,**  
**a Washington nonprofit corporation**  
**Its: Manager**

By: \_\_\_\_\_  
Patricia Gregory, Executive Director

Dated: \_\_\_\_\_

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 Patricia Gregory, to me known to be the Executive Director of The Family Support Center of South Sound, a Washington non-profit corporation, the manager of FSCSS Housing LLC, a Washington limited liability company, the general partner of FSCSS West Olympia LLLP, a Washington limited liability limited partnership, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said non-profit corporation, on behalf of said company, on behalf of said partnership, for the uses and purposes therein mentioned and on oath states that she 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

\_\_\_\_\_  
Residing at

My appointment expires: \_\_\_\_\_

**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.



March 2, 2022

Trish Gregory, Executive Director  
Family Support Center of South Sound  
Via Email – [TrishG@fscss.org](mailto:TrishG@fscss.org)

Re: Supplemental Award for \$1,100,000 from City of Olympia Home Fund

Dear Trish:

Congratulations! Your application for the City of Olympia's Home Fund in the amount of up to \$1,100,000 for developing 62 new homes for the neediest of families in Olympia was conditionally approved by City Council at their February 9, 2022 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 \$400,000 conditional award from the City in 2021 and the \$1,00,000 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);
- All funds will be paid through reimbursements documented through invoices;

2022 Home Fund Award

March 2, 2022

Page 2

- 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 [dlightfo@ci.olympia.wa.us](mailto:dlightfo@ci.olympia.wa.us) or 360.280.8951.

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

Sincerely,

Darian Lightfoot  
Housing Programs Manager



## City Council

### Approval of a Resolution Approving in Substantially Final Form Documents Relating to the Development and Construction of a Project by The Family Support of South Sound for Extremely Low-Income Families

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.O  
**File Number:**22-0658

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**Type:** resolution **Version:** 1 **Status:** Consent Calendar

---

#### Title

Approval of a Resolution Approving in Substantially Final Form Documents Relating to the Development and Construction of a Project by The Family Support of South Sound for Extremely Low-Income Families

#### Recommended Action

##### Committee Recommendation:

No referred to a committee

##### City Manager Recommendation:

Move to approve the Resolution approving in substantially final form documents relating to the Development and Construction of a Project by the Family Support of South Sound for Extremely Low-Income Families.

#### Report

##### Issue:

Whether to Approve in Substantially Final Form Documents Relating to the Development and Construction of a Project by The Family Support of South Sound for Extremely Low-Income Families.

##### Staff Contact:

Darian Lightfoot, Housing Programs Manager, 360.280.8951

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

The Family Support Center of South Sound (FSCSS) is in the process of obtaining both public and private financing for a project in the City of Olympia to create 62 new homes for extremely low-income families. The Olympia City Council has conditionally approved three grants from the Olympia Home Fund for the years 2020, 2021, and 2022, aggregating a total of \$2.5 million, toward the

development and construction of The Family Support Center's low-income housing project.

The City of Olympia has also applied for a grant through the Washington State Department of Commerce, and was awarded the full requested amount of \$2.5 million, which grant funds are to be awarded to FSCSS through a sub-grant from the City of Olympia so that FSCSS can pay for costs associated with the extension of new drinking water, wastewater or stormwater connections for the affordable housing units.

In 2018, the City of Olympia loaned FSCSS a CDBG loan in the sum of \$400,000 for its property in West Olympia, secured by a Promissory Note and Deed of Trust naming the City of Olympia as Beneficiary, and recording same with the Thurston County Auditor.

FSCSS, in conjunction with financing the development and construction of its low-income housing project, requests approval from the City of Olympia of assignment of its CDBG debt obligation by an Assignment, Assumption and Consent Agreement to FSCSS West Olympia LLLP, a Washington limited liability limited partnership, as part of its financing of the project, in addition to other related collateral CDBG documents development and financing of Family Support Center's low-income housing project also requires approval of a Priority and Subordination Agreement that sets out the priority of the interests of various lenders and entities lending or granting funds to Family Support Center for its project.

**Neighborhood/Community Interests (if known):**

Affordable housing development and homelessness are of high interest to the community. The Family Support Center of South Sound is a valued and trusted partner in Olympia and has great community support for this project

**Options:**

1. Move to approve the Resolution Authorizing the Documents Relating to Project for Family Support Center of South Sound.
2. Approve documents with amendments.
3. Take other action.

**Financial Impact:**

The total construction cost for this project is \$29 million. Other funders that this project will rely on includes Thurston County, the Washington State Housing Trust Fund, and federal Low Income Housing Tax Credits authorized by the Washington State Housing Finance Commission.

**Attachments:**

Resolution



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING IN SUBSTANTIALLY FINAL FORM DOCUMENTS RELATING TO A PROJECT TO DEVELOP AND CONSTRUCT APPROXIMATELY 62 NEW HOMES BY FAMILY SUPPORT CENTER OF SOUTH SOUND, A WASHINGTON NON-PROFIT CORPORATION, FOR EXTREMELY LOW-INCOME FAMILIES, INCLUDING A FORM OF PRIORITY AND SUBORDINATION AGREEMENT, AND TO PERMIT RESTRUCTURING OF A CDBG LOAN**

**WHEREAS**, the Family Support Center of South Sound, a Washington nonprofit corporation, is in the process of obtaining both public and private financing for a project in the City of Olympia to create 62 new homes for extremely low-income families; and

**WHEREAS**, the Olympia City Council has conditionally approved three grants from the Olympia Home Fund for the years 2020, 2021, and 2022, aggregating a total of \$2.5 million, towards the development and construction of Family Support Center’s low-income housing project; and

**WHEREAS**, the City of Olympia has also applied for a grant through the Washington State Department of Commerce, and was awarded the full requested amount of \$2.5 million, which grant funds are to be awarded to the Family Support Center through a sub-grant from the City of Olympia so Family Support Center can pay for costs associated with the extension of new drinking water, wastewater or stormwater connections for the affordable housing units; and

**WHEREAS**, in 2018 the City of Olympia loaned Family Support Center a CDBG loan in the sum of \$400,000, for its property in West Olympia, secured by a Promissory Note and Deed of Trust, naming the City of Olympia as Beneficiary, and recording same with the Thurston County Auditor; and

**WHEREAS**, Family Support Center, in conjunction with financing the development and construction of its low-income housing project, requests approval from the City of Olympia of assignment of its CDBG debt obligation by an Assignment, Assumption and Consent Agreement to FSCSS West Olympia LLLP, a Washington limited liability limited partnership, as part of its financing of the project, in addition to other related collateral CDBG documents; and

**WHEREAS**, development and financing of Family Support Center’s low-income housing project also requires approval of a Priority and Subordination Agreement that sets out the priority of the interests of various lenders and entities lending or granting funds to Family Support Center for its project; and

**WHEREAS**, the documents attached hereto as Exhibits A through E relate to interests in real estate, and that said documents have gone through legal review, and have been approved in substantially final form, and will be executed in escrow during the closing process;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** as follows:

1. The documents attached hereto as Exhibits A through E are hereby approved in substantially final form.

2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the attached form of documents in substantially the final form as presented in this Resolution, subject to the City Manager's authority and discretion to make any amendments or minor modifications as may be required and are consistent with the intent of the attached documents, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

**Mark Barber**  
\_\_\_\_\_  
CITY ATTORNEY

# **EXHIBIT A**

# EXHIBIT A

## When Recorded Return to:

FSCSS West Olympia LLLP  
c/o The Family Support Center of South Sound  
3545 7th Avenue SW, Suite 200  
Olympia, Washington 98502-5507

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## ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

Grantor (Assignor):	The Family Support Center of South Sound, a Washington nonprofit corporation
Grantee (Assignee):	FSCSS West Olympia LLLP, a Washington limited liability limited partnership
Beneficiary (Lender):	City of Olympia, a Washington municipal corporation
Legal Description (abbreviated):	Lot 1 & Tracts A-B, BSP #21-2735-OL, rec. 4932163
Assessor's Property Tax Parcel Number(s):	12817430100
Loan Number:	CDBG #440
Recording Number of Documents Assigned:	4660230

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT ("Assumption Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2022, by and among The Family Support Center of South Sound, a Washington nonprofit corporation, with its principal offices at 3545 7th Avenue SW, Suite 200 Olympia, Washington 98502-5507 (hereinafter called "Assignor"), FSCSS West Olympia LLLP, a Washington limited liability limited partnership, whose mailing address is c/o The Family Support Center of South Sound, a Washington nonprofit corporation, 3545 7th Avenue SW, Suite 200 Olympia, Washington 98502-5507 (hereinafter called "Assignee"), and the City of Olympia, a Washington municipal corporation, whose location and mailing addresses are c/o Community Planning & Development Department, Attn: Housing Program, P.O. Box 1967 Olympia, WA 98507-1967 (hereinafter called "Lender").

WHEREAS, Assignor and Lender are parties to that certain CDBG Performance Agreement #440 dated as of November 30, 2018 whereby Lender has agreed to loan Assignor \$400,000.00 (the "Performance Agreement");

## EXHIBIT A

WHEREAS, Assignor executed a Promissory Note (the "Note") dated the 30th day of November, 2018 to pay Lender or the holder of the Note the principal sum of \$400,000.00;

WHEREAS, on the 30th day of November, 2018, to secure payment of the Note, Assignee executed a Deed of Trust (the "Deed of Trust") naming the Lender as the Beneficiary, which Deed of Trust was recorded under Thurston County Auditor's Number 4660230 and concerns real property (the "Property") located in Thurston County, Washington described as follows:

### PARCEL I:

Lot 1 and Tracts A and B of FSCSS Housing Binding Site Plan No. BSP 21-2735-OL recorded May 18, 2022 as Recording No. 4932163, records of Thurston County, Washington.

### PARCEL II:

Those easements set forth in the Declaration of Covenants and Easements recorded May 18, 2022 as Recording No. 4932161.

WHEREAS, Assignor wishes to assign to Assignee and to have Assignee assume all of Assignor's rights and obligations under the Performance Agreement, the Note and the Deed of Trust, and Assignee is willing to assume all of said obligations of Assignor thereunder; and

WHEREAS, Assignor seeks the consent of Lender to the assignment and assumption of the Performance Agreement, the Note and the Deed of Trust as set forth herein, and Lender is willing to grant such consent on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns, grants, and conveys to Assignee all of its right, title, obligations and interest existing as of this date in and under the Performance Agreement, the Note and the Deed of Trust.

2. Assumption. Assignee hereby expressly assumes and agrees to make punctual payment when due (whether on the stated dates, by acceleration or otherwise) of the principal of and interest on the Note, as set forth in the Performance Agreement, the Note and the Deed of Trust. Assignee further assumes all other obligations of Assignor under the Performance Agreement, the Note and the Deed of Trust subject to the nonrecourse provisions therein. Assignee hereby expressly assumes and agrees to perform, observe and confirm all the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Performance Agreement and the Note, and any other documents or instruments executed and delivered or furnished by Assignor in connection therewith.

3. Consent. Lender hereby consents to the foregoing assignment and assumption of the Assignor's obligations under the Performance Agreement, the Note and the Deed of Trust pursuant to the terms and conditions set forth herein, and Assignor is hereby released from its obligations thereunder.

## EXHIBIT A

4. Representations and Warranties of Assignee. In order to induce Lender to consent to the assignment and assumption provided for herein, Assignee hereby represents to Lender that:

- (a) Assignee is a limited liability limited partnership duly organized and validly existing under the laws of the State of Washington.
- (b) Assignee has the full right, power and authority to conduct all of the activities which are now conducted by it or proposed to be conducted as contemplated by the Performance Agreement, to execute, deliver and perform under this Assumption Agreement, and to assume the obligations of Assignor and to fulfill its duties under the Performance Agreement. The general partner of Assignee has full right, power and authority to execute and deliver this Agreement on behalf of Assignee.
- (c) There is no action, suit or proceeding or any investigation pending or, to the best of Assignee's knowledge, threatened against or affecting Assignee or its general partner at law or in equity in any court or by any federal, state, municipal or other governmental authority, department, commission, board, agency or other governmental instrumentality which is likely to have an adverse effect on Assignee's ability to assume the obligations and to fulfill the duties of Assignor under the Performance Agreement.
- (d) Neither Assignee nor its general partner is in default or alleged to be in default with respect to any judgment, order, writ, injunction or decree or in breach or alleged to be in breach or default under any material lease, contract, agreement, commitment, instrument or obligation to which it is a party or by which it or its property is bound; and to the best of Assignee's knowledge, there is no state of facts which is likely to create or cause a default or breach under any such material lease, contract, agreement, commitment, instrument or obligation.
- (e) To the best of Assignee's knowledge and belief, Assignee has complied in all material respects with all federal, state and local laws, regulations and orders applicable to the ownership of its properties and the conduct of its operations.
- (f) To the best of Assignee's knowledge and belief, Assignee has taken all partnership and other action, and the general partner has taken all limited liability company and other action, necessary to authorize the execution and delivery of this Assumption Agreement, and this Assumption Agreement is a valid and binding obligation of Assignee, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other law and equity principles applied for the relief of debtors heretofore or hereafter enacted, to the extent that the same may be constitutionally applied. To the best of Assignee's knowledge and belief, neither the execution and delivery of this Assumption Agreement nor the consummation of the transactions contemplated hereby will constitute a violation or breach of Assignee's Agreement of Limited Liability Limited Partnership or any provision of any contract or other instrument to which Assignee or Assignee's general partner is a party or by which either or the property of either is bound, or any constitutional provision, statute or ordinance, or any order, writ, injunction, decree, rule or regulation of any court or regulatory agency. No consent, order, authorization or other approval of any governmental body or agency is required in order for Assignee to execute, deliver and perform its obligations under this Assumption Agreement.

## EXHIBIT A

5. Reserved.

6. Further Assurances. At any time and from time to time, upon Lender's request, Assignee will promptly and duly execute and deliver any and all further instruments and documents and take such further action as Lender may deem reasonable to effect the purposes of this Assumption Agreement, including (without limitation) the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction in order to place on the public records notice of the effect of this Assumption Agreement.

7. Survival of Representation and Warranties. All representations and warranties made in this Assumption Agreement and in any document, certificate or statement delivered by Assignee in connection herewith shall survive the execution and delivery of this Assumption Agreement.

8. Successors and Assigns. This Assumption Agreement shall be binding upon Assignee and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns; ***provided, however*** that Assignee shall not have the right to assign any of its obligations or rights hereunder, except as expressly provided herein, without the prior written consent of Lender.

9. Governing Law. This Assumption Agreement shall be governed by, construed and interpreted in accordance with, the laws of the state of Washington.

10. Non-Recourse Loan: Notwithstanding anything to the contrary herein or in the Performance Agreement, the Note and the Deed of Trust, Assignor, the Assignee, its assigns and their respective members, partners, officers, directors, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced in the Note or performance of the covenants set forth in the Note, in the Deed of Trust or in the Performance Agreement, and the recourse of the Lender shall be confined to the exercise of its rights under the Deed of Trust, provided that nothing shall diminish the Assignee's liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation and misuse of rents.

**[SIGNATURE AND NOTARY PAGES FOLLOW]**

# EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be executed as of the day and year written above and warrant by signing below that they have the authority to enter into this Assumption Agreement.

**ASSIGNOR:**

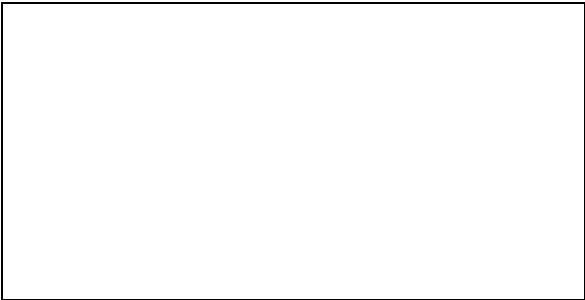
**THE FAMILY SUPPORT CENTER OF SOUTH SOUND,**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Patricia Gregory, Executive Director

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF THURSTON    )

I certify that I know or have satisfactory evidence that Patricia Gregory is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of The Family Support Center of South Sound, a Washington nonprofit corporation, to be the free and voluntary act of such nonprofit corporation for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be executed as of the day and year written above and warrant by signing below that they have the authority to enter into this Assumption Agreement.

ASSIGNEE:

**FSCSS WEST OLYMPIA LLLP,**  
a Washington limited liability limited partnership

By: FSCSS Housing LLC,  
a Washington limited liability company  
Its: General Partner

By: The Family Support Center of South Sound,  
a Washington nonprofit corporation  
Its: Manager

By: \_\_\_\_\_  
Patricia Gregory, Executive Director

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF THURSTON    )

I certify that I know or have satisfactory evidence that Patricia Gregory is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of The Family Support Center of South Sound, a Washington nonprofit corporation, the Manager of FSCSS Housing LLC, a Washington limited liability company, the General Partner of FSCSS West Olympia LLLP, a Washington limited liability limited partnership, to be the free and voluntary act of such nonprofit corporation, on behalf of such limited liability company, on behalf of such limited liability limited partnership, for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

# EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be executed as of the day and year written above and warrant by signing below that they have the authority to enter into this Assumption Agreement.

**LENDER:**

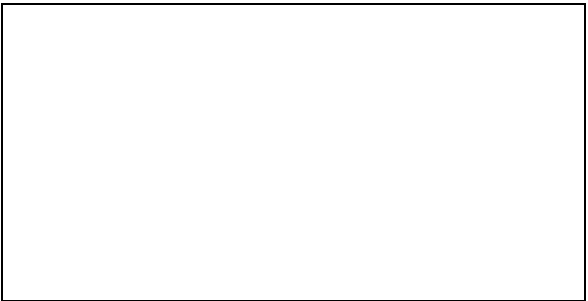
**CITY OF OLYMPIA,**  
a Washington municipal corporation

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF WASHINGTON    )  
   ) ss.  
 COUNTY OF THURSTON   )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such nonprofit corporation for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 My appointment expires: \_\_\_\_\_

# EXHIBIT B

# EXHIBIT B

## FIRST AMENDMENT TO PROMISSORY NOTE

Housing Rehabilitation Loan Program  
Investor Rehabilitation Loan  
Deferred Payment Program

\$400,000

\_\_\_\_\_, 2022  
Olympia, Washington

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "***Amendment***") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between FSCSS West Olympia LLLP, a Washington limited liability limited partnership ("***BORROWER***"), and the City of Olympia, a Washington municipal corporation ("***LENDER***").

### RECITALS

WHEREAS LENDER made a loan of Community Development Block Grant funds in the original principal amount of \$400,000 (the "***Loan***") to The Family Support Center of South Sound, a Washington nonprofit corporation ("***FSCSS***") under that certain Olympia Community Development Block Grant Program Performance Agreement, by and between LENDER and FSCSS, dated as of November 30, 2018 for the acquisition of certain real property located in the Olympia, Washington;

WHEREAS the Loan is evidenced by that certain Promissory Note, executed by FSCSS for the benefit of LENDER, dated November 30, 2018, in the original principal amount of Four Hundred Thousand and 00/100 Dollars (\$400,000) (the "***Note***"), secured by that certain Deed of Trust granted by FSCSS for the benefit of LENDER, naming First American Title Insurance Company as trustee, recorded under Thurston County Auditor's Number 4660230, as amended by that certain Partial Reconveyance (Without Satisfaction), dated as of \_\_\_\_\_, 2022, executed by First American Title Insurance Company, as trustee, and recorded under Thurston County Auditor's Number \_\_\_\_\_ (the "***Deed of Trust***");

WHEREAS the Note and Deed of Trust were assigned to, and assumed by, BORROWER pursuant to that certain Assignment, Assumption and Consent Agreement by and among FSCSS, as assignor, BORROWER, as assignee, and consented to by LENDER, dated on or about the date hereof, and recorded under Thurston County Auditor's Number \_\_\_\_\_;

WHEREAS the BORROWER and LENDER have agreed to amend the Note in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BORROWER and LENDER agree to amend the Note as follows:

### AGREEMENT

1. All capitalized terms not defined herein shall have the same meaning as defined in the Note.
2. The following paragraphs are added as additional paragraphs following the final unnumbered paragraph of the Note and prior to the last sentence of Note:

## EXHIBIT B

**Notice and Opportunity to Cure.** Notwithstanding any of the foregoing provisions herein, if default is made in the payment of any amount payable hereunder when due or in the keeping of any covenant of the Deed of Trust, then, at the option of LENDER, the entire indebtedness evidenced hereby shall become immediately due and payable, as provided hereunder, provided that LENDER shall first give BORROWER and the Limited Partner of BORROWER, as defined in the Amended and Restated Agreement of Limited Liability Limited Partnership of BORROWER (the “*Partnership Agreement*”), notice and opportunity to cure in accordance with the notice provisions in the immediately preceding paragraph and the following provisions:

**Monetary Default.** If a monetary event of default occurs under the terms of this Note or the Deed of Trust, prior to exercising any remedies thereunder, LENDER shall give BORROWER and the Limited Partner of BORROWER, as identified in the Partnership Agreement, simultaneous written notice of such default. BORROWER and the Limited Partner of BORROWER shall each have a period of thirty (30) days after such notice is given within which to cure the default prior to exercise of remedies by BORROWER under this Note, or such longer period of time as may be specified by LENDER at its sole discretion. Cure by the Limited Partner of BORROWER on behalf of BORROWER shall be accepted as cure by BORROWER on the same terms.

**Non-Monetary Default.** If a non-monetary event of default occurs under the terms of this Note or the Deed of Trust, prior to exercising any remedies thereunder, LENDER shall give BORROWER and the Limited Partner of BORROWER simultaneous written notice of such default. If the default is reasonably capable of being cured within sixty (60) days, BORROWER shall have such period to effect a cure prior to exercise of remedies by LENDER under the Deed of Trust, or such longer period of time as may be specified by LENDER at its sole discretion. If the default is such that it is not reasonably capable of being cured within sixty (60) days or such longer period if so specified, and if BORROWER or BORROWER’s Limited Partner (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then BORROWER and BORROWER’s Limited Partner shall each have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by LENDER. If BORROWER fails to take corrective action or to cure the default within a reasonable time, LENDER shall give BORROWER and the Limited Partner of BORROWER written notice thereof, whereupon the Limited Partner may remove and replace the General Partner (as defined in the Partnership Agreement) with a substitute General Partner who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions.

Notice to BORROWER and the Limited Partner of BORROWER as required by the foregoing sections of this Note shall be sent to:

Notices to BORROWER shall be sent to:

FSCSS West Olympia LLLP  
c/o The Family Support Center of South Sound  
3545 7th Avenue SW, Suite 200  
Olympia, Washington 98502-5507  
Attn: Executive Director

Notices to Limited Partner shall be sent to:

## EXHIBIT B

U.S. Bancorp Community Development  
Corporation  
1307 Washington Avenue, Suite 300  
Mail Code: SL MO RMCD  
St. Louis, MO 63103  
USB Project No: 27740  
Attn.: Project Manager

With a copy to:

Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102  
Attention: Jill Goldstein, Esq.

Copies of all notices under this Note and the Deed of Trust shall be sent to BORROWER's Limited Partner in accordance with the procedures for delivering notices to BORROWER set forth above at the above-referenced addresses for BORROWER'S Limited Partner or such alternate or additional contact names and/or addresses of which LENDER is so notified in writing by the Limited Partner.

**Nonrecourse Obligation.** This Note shall be a nonrecourse obligation of BORROWER, its Limited Partner, and its General Partner as identified in the "Partnership Agreement"). At no time shall Borrower, its partners, its assigns and their respective members, partners, officers, directors, employees, agents and contractors have personal liability for payment of the indebtedness evidenced in this Note or performance of the covenants set forth in this Note, and the recourse of the holder shall be confined to the exercise of its rights under the deed of trust securing the Note, provided that nothing shall diminish the BORROWER's liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation and misuse of rents.

3. This Amendment is governed by and construed in accordance with the laws of the state of Washington.

4. Except as modified by this Amendment, the terms of the Note shall remain unchanged and in full force and effect.

*[Signature Pages Follow]*

**EXHIBIT B**

IN WITNESS WHEREOF, the authorized representatives of the undersigned have executed this First Amendment to Promissory Note as of the date first written above.

**BORROWER:**

**FSCSS WEST OLYMPIA LLLP,**  
a Washington limited liability limited partnership  
By: FSCSS Housing LLC,  
a Washington limited liability company  
Its: General Partner

By: The Family Support Center of South Sound, a  
a Washington nonprofit corporation  
Its: Manager

By: \_\_\_\_\_  
Name: Patricia Gregory  
Title: Executive Director

**LENDER:**

**CITY OF OLYMPIA,**  
a municipal corporation of the State of Washington,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT C



EXHIBIT C

**REQUEST FOR PARTIAL RECONVEYANCE (WITHOUT SATISFACTION)  
AND INDEMNIFICATION OF LOST DEED OF TRUST AND/OR ORIGINAL  
NOTE**

File No: **NCS-1029862-WA1 (KMN)**

Date: **May 15, 2022**

The undersigned beneficiary is the legal owner and holder of the promissory note in the original sum of **\$400,000.00** dated **November 30, 2018** from **The Family Support Center of South Sound, a Washington nonprofit corporation**, which such promissory note is secured by that certain Deed of Trust, in which **The Family Support Center of South Sound, a Washington nonprofit corporation** is grantor and **Thurston County Title Company**, is trustee, filed for record on **November 30, 2018**, under Auditor's No. **4660230**, records of **Thurston County, Washington**.

It is hereby certified that although a diligent search has been made for the original of said Deed of Trust and/or Note, that the same has been lost and cannot be found.

In consideration of the above mentioned, **First American Title Insurance Company National Commercial Services** is therefore requested upon payment of all sums owing their company, to reconvey without warranty, to the person(s) entitled thereto, the right, title and interest now held by said Trustee thereunder in the following real property:

PARCEL I:

Lot 2 of FSCSS Housing Binding Site Plan No. BSP 21-2735-OL recorded May 18, 2022 as Recording No. 4932163, records of Thurston County, Washington.

PARCEL II:

Those easements set forth in the Declaration of Covenants and Easements recorded May 18, 2022 as Recording No. 4932161.

The undersigned, his heirs and assigns, hereby agree to hold **First American Title Insurance Company National Commercial Services** harmless and agrees to pay in full, or discharge and have satisfied of record immediately, any claims, suits, or other actions which may be brought against said Trustee; and the undersigned agrees to indemnify and hold harmless against any and all costs, expenses, damages, charges or liabilities suffered or incurred by having issued the above requested Reconveyance.

**City of Olympia,**  
a Washington municipal corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT C

STATE OF Washington )  
 )-ss  
COUNTY OF Thurston )

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of **City of Olympia**, a  
Washington municipal corporation.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

EXECUTION OF THIS FORM IS NO ASSURANCE THAT THE TRUSTEE WILL ACT. THE DECISION  
TO ACT IS RESERVED FOR APPROVAL BY MANAGEMENT.

# EXHIBIT C

AFTER RECORDING MAIL TO:

First American Title Insurance Company  
920 Fifth Avenue, Suite 1200  
Seattle, WA 98104

---

Filed for Record at Request of:  
First American Title Insurance Company

*Space above this line for Recorders use only*

## APPOINTMENT OF SUCCESSOR TRUSTEE

File No: **NCS-1029862-WA1 (KMN)**

Date: **May 16, 2022**

Whereas, the undersigned is the Beneficiary of that certain Deed of Trust dated **November 30, 2018**, recorded **November 30, 2018**, under **Thurston** County Auditor's No. **4660230** (the "Deed of Trust") in which **The Family Support Center of South Sound, a Washington nonprofit corporation** is the Grantor, and **Thurston County Title Company** is Trustee, and **City of Olympia**, a Washington municipal corporation is Beneficiary.

Whereas, the undersigned desires to appoint a new Trustee to act in the place and stead of the Trustee named in the Deed of Trust;

Now, therefore, the undersigned hereby appoints **First American Title Insurance Company**, whose address is **920 Fifth Avenue, Suite 1200, Seattle, WA 98104** as Successor Trustee under the Deed of Trust to have all of the powers of the original Trustee effective immediately.

In witness whereof, the undersigned has caused this instrument to be executed this \_\_\_\_ day of June, 2022.

**City of Olympia,**  
a Washington municipal corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT C

STATE OF Washington )  
 )-ss  
COUNTY OF Thurston )

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of **City of**  
**Olympia**, a Washington municipal corporation.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

# EXHIBIT D

EXHIBIT D

WHEN RECORDED, MAIL TO:

First American Title Insurance Company
920 Fifth Avenue, Suite 1200
Seattle, WA 98104

PARTIAL RECONVEYANCE
(Without Satisfaction)

The undersigned, as trustee under that certain Deed of Trust dated November 30, 2018 in which The Family Support Center of South Sound, a Washington nonprofit corporation, is grantor and City of Olympia, a Washington municipal corporation, is beneficiary, recorded on November 30, 2018, as Instrument No. 4660230 in records of Thurston County, Washington (the "Deed of Trust"), having received from the beneficiary under said Deed of Trust a written request to reconvey a portion of the real property described in said Deed of Trust, does hereby reconvey, without warranty (and without satisfaction of the indebtedness and other obligations secured by the Deed of Trust) to the person(s) entitled thereto the right, title and interest now held by said trustee in and to that portion of the real property described in said Deed of Trust, situated in Thurston County, Washington, legally described as follows:

See Exhibit A attached hereto and by reference made a part hereof.

DATED: \_\_\_\_\_, 2022

FIRST AMERICAN TITLE INSURANCE COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON )
) ss.
COUNTY OF THURSTON )

On this day, before me, a Notary Public in and for the state of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged him/herself as \_\_\_\_\_ of FIRST AMERICAN TITLE INSURANCE COMPANY to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

Given under my hand and official seal on \_\_\_\_ day of \_\_\_\_\_, 2022.

NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_
My appointment expires \_\_\_\_\_
Print Name: \_\_\_\_\_

# EXHIBIT D

## Exhibit A

### Legal Description

REAL PROPERTY IN THE COUNTY OF THURSTON, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

#### PARCEL I:

Lot 2 of FSCSS Housing Binding Site Plan No. BSP 21-2735-OL recorded May 18, 2022 as Recording No. 4932163, records of Thurston County, Washington.

#### PARCEL II:

Those easements set forth in the Declaration of Covenants and Easements recorded May 18, 2022 as Recording No. 4932161.

# EXHIBIT E



EXHIBIT E

**When Recorded Return To:**

FSCSS West Olympia LLLP  
c/o The Family Support Center of South Sound  
3545 7th Avenue SW, Suite 200  
Olympia, Washington 98502-5507  
Attention: Executive Director

**PRIORITY AND SUBORDINATION AGREEMENT**  
*(Olympia Family Housing)*

- Grantors:**
1. WASHINGTON STATE HOUSING FINANCE COMMISSION
  2. U.S. BANK NATIONAL ASSOCIATION
  3. WASHINGTON STATE DEPARTMENT OF COMMERCE
  4. CITY OF OLYMPIA
  5. THURSTON COUNTY
  6. FEDERAL HOME LOAN BANK OF DES MOINES
  7. HERITAGE BANK
  8. THE FAMILY SUPPORT CENTER OF SOUTH SOUND
  9. FSCSS HOUSING LLC
  10. FSCSS WEST OLYMPIA LLLP

- Grantees:**
1. WASHINGTON STATE HOUSING FINANCE COMMISSION
  2. U.S. BANK NATIONAL ASSOCIATION
  3. WASHINGTON STATE DEPARTMENT OF COMMERCE
  4. CITY OF OLYMPIA
  5. THURSTON COUNTY
  6. FEDERAL HOME LOAN BANK OF DES MOINES
  7. HERITAGE BANK
  8. THE FAMILY SUPPORT CENTER OF SOUTH SOUND

**Abbreviated Legal Description:** Lot 1 & Tracts A-B, BSP #21-2735-OL, rec. 4932163  
*Full legal on Exhibit "A" attached hereto*

**Assessor's Tax Parcel Numbers:** 12817430100

# EXHIBIT E

**Reference  
Numbers:**

Commission Regulatory Agreement	_____
State NHTF Covenant	_____
State HTF Covenant	_____
City Covenant	_____
County Covenant	_____
AHP Covenant	_____
Bank Deed of Trust	_____
State NHTF Deed of Trust	_____
State HTF Deed of Trust	_____
State HTF Assignment	_____
Sponsor Loan No. One Deed of Trust	_____
Sponsor Loan No. Two Deed of Trust	_____
County Collateral Assignment	_____
Sponsor Loan No. Three Deed of Trust	_____
Sponsor Loan No. Four Deed of Trust	_____
CDBG Deed of Trust	<u>4660230</u>
CDBG Assignment	_____

## PRIORITY AND SUBORDINATION AGREEMENT

THIS PRIORITY AND SUBORDINATION AGREEMENT (“Agreement”) is dated as of \_\_\_\_\_, 2022, by and among the following parties: FSCSS WEST OLYMPIA LLLP, a Washington limited liability limited partnership (the “Borrower”); FSCSS HOUSING LLC, a Washington limited liability company (the “General Partner”); WASHINGTON STATE HOUSING FINANCE COMMISSION, a public body corporate and politic and instrumentality of the State of Washington (the “Commission”); U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Bank”); WASHINGTON STATE DEPARTMENT OF COMMERCE, a department of the State of Washington (the “State”); THURSTON COUNTY, a political subdivision of the State of Washington (the “County”); CITY OF OLYMPIA, a Washington municipal corporation (the “City”); FEDERAL HOME LOAN BANK OF DES MOINES (“FHLB”); HERITAGE BANK, a Washington state-chartered bank and member bank of FHLB (“Heritage”); and THE FAMILY SUPPORT CENTER OF SOUTH SOUND, a Washington nonprofit corporation (the “Sponsor”) (collectively, the “Parties” and each individually, a “Party”). The Bank, State, County, City, FHLB, Heritage and Sponsor, and their respective successors in interest, are referred to herein, in each case for so long as a Deed of Trust or Covenant (as defined below) of which that Party is a beneficiary remains a lien of record on any part of the Property (as defined below), as “Lenders”, in each case only in such Party’s capacity as the holder or assignee of the obligations secured by its Deed of Trust or the beneficiary of its Covenant.

This Agreement is made with reference to the following facts:

### RECITALS

**A. Borrower’s Interest.** The Borrower owns certain real property located in Olympia, Washington (together with all improvements now and hereafter thereon, the “Property”). The Property will be developed with a multifamily affordable housing project (the “Project”) utilizing funds from various sources. The Lenders have provided or committed financial assistance, and the Commission has awarded federal low income housing tax credits for the Project, as described below.

## EXHIBIT E

**B. Commission's Interest.** The Commission is the housing credit agency authorized to allocate the federal low-income housing tax credit (the "Tax Credit") for residential rental property located in Washington, in accordance with Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). The Commission has allocated Borrower annual tax credits for a period not to exceed 15 years, which obligation is secured by, among other documents, a Regulatory Agreement (Extended Use Agreement) recorded under Thurston County recording number \_\_\_\_\_ (the "Commission Regulatory Agreement").

**C. Bank's Interests.** The Bank has agreed to make a loan to the Borrower in an amount not to exceed \$[11,111,764] (the "Bank Loan"). The Bank Loan is made pursuant to that certain Construction Loan Agreement dated as of May \_\_, 2022 (the "Bank Loan Agreement"). The Bank Loan is evidenced by a Construction Loan Promissory Note in the principal amount of \$[11,111,764] (the "Bank Note") and secured by, among other security documents, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, naming First American Title Insurance Company as trustee and recorded under Thurston County recording number \_\_\_\_\_ (the "Bank Deed of Trust"). All references to the "Bank Deed of Trust" include all advances secured under the Bank Deed of Trust, whether optional or obligatory, and all modifications, extensions, renewals or replacements of the Bank Deed of Trust. The Bank Loan Agreement, the Bank Note, the Bank Deed of Trust, and all other documents executed by Borrower in connection therewith, are referred to collectively as the "Bank Documents."

### **D. State's Interests.**

1. The State and the Borrower have entered into that certain National Housing Trust Fund Program Contract Number 20-42502-001 (the "State NHTF Contract"). Pursuant to the State NHTF Contract, the Borrower executed a Promissory Note in the principal amount of up to \$5,235,670 in favor of the State (the "State NHTF Note"), which State NHTF Note is secured by that certain Deed of Trust, executed by the Borrower, naming First American Title Insurance Company as trustee, and recorded under Thurston County recording number \_\_\_\_\_ (the "State NHTF Deed of Trust"). Pursuant to the State NHTF Contract, the Borrower has also executed that certain Declaration of Restrictive Covenants recorded under Thurston County recording number \_\_\_\_\_ (the "State NHTF Covenant"). References to the "State NHTF Deed of Trust" include all modifications to, and extensions, renewals or replacements of, the State NHTF Deed of Trust.

2. The State and the Sponsor have also entered into that certain Housing Trust Fund Program Contract Number 20-94110-020 (the "State HTF Contract"). Pursuant to the State HTF Contract, the Sponsor executed a Promissory Note in the principal amount of up to \$694,681 in favor of the State (the "State HTF Note"). The State HTF Contract and State HTF Note have been assigned to, and assumed by, the Borrower pursuant to that certain Assignment, Assumption and Consent Agreement by and among the Sponsor, as assignor, Borrower, as assignee, and the State, as beneficiary, recorded under Thurston County recording number \_\_\_\_\_ (the "State HTF Assignment"). The State HTF Note is secured by that certain Deed of Trust, executed by the Borrower, naming First American Title Insurance Company as trustee, and recorded under Thurston County recording number \_\_\_\_\_ (the "State HTF Deed of Trust"). Pursuant to the State HTF Contract, the Borrower has also executed that certain Low Income Housing Covenant Agreement recorded under Thurston County recording number \_\_\_\_\_ (the "State HTF Covenant"). References to the "State HTF Deed of Trust" include all modifications to, and extensions, renewals or replacements of, the State HTF Deed of Trust.

### **E. City's Interests.**

## EXHIBIT E

1. City Home Funds. Pursuant to those Grant Agreement for Development and Construction of Low-Income Housing Units and Shelter, assigned numbers 21-HFC-002, 21-HFC-004, and 22-HFC-001, respectively, by and between the City and Sponsor, the City has made awards of local City Home Funds to Sponsor in the aggregate amount of up to \$2,500,000 (collectively, the “City Grants”), the proceeds of which have been re-loaned to the Borrower from Sponsor, as further described in Recital H hereof. In connection with the City Grants, the Borrower has executed and recorded against the Property, a Restrictive Covenant Agreement, recorded under Thurston County recording number \_\_\_\_\_ (the “City Covenant”).

2. CHIP Funds. Pursuant to that certain Capital Agreement between the State and the City, dated on or about the date hereof, and that certain Sub-grant Agreement for Completion of Elements of an Affordable Housing Project between the City and Sponsor, dated on or about the date hereof, the City has made an award of Connecting Housing to Infrastructure Program (“CHIP”) funds to Sponsor in the amount of \$2,500,000 (the “CHIP Grant”), the proceeds of which have been loaned by Sponsor to the Borrower, as further described in Recital H hereof.

3. CDBG Loan. The City, the Sponsor, as assignor, and Borrower, as assignee, have also entered into that certain Assignment, Assumption and Consent Agreement, dated on or about the date hereof (the “CDBG Assignment”), pursuant to which Sponsor has assigned, and Borrower has assumed, a loan in the amount of \$400,000 made to Sponsor from the City under that certain Olympia Community Development Block Grant Program Performance Agreement, dated as of November 30, 2018 (the “CDBG Loan”), evidenced by that certain Promissory Note, dated as of November 30, 2018, made by Sponsor in favor of the City, as amended by that First Amendment to Promissory Note, dated as of \_\_\_\_\_, 2022 (together, the “CDBG Note”), and secured by that certain Deed of Trust, granted by Sponsor for the benefit of the City, naming Thurston County Title Company as trustee, and recorded under Thurston County recording number 4660230 (the “CDBG Deed of Trust”). References to the “CDBG Deed of Trust” include all modifications to, and extensions, renewals or replacements of, the CDBG Deed of Trust.

### **F. County’s Interests.**

1. County HOME Loan. Pursuant to that certain HOME Investment Partnership Agreement (the “County HOME Loan Agreement”) the County has agreed to make a loan to the Sponsor from its allocation of HOME Investment Partnership Program funds in the amount of \$561,275 (the “County HOME Loan”), as evidenced by that certain Secured Promissory Note in the principal amount of \$561,275, executed by Sponsor in favor of the County (the “County HOME Note”).

2. County 2060 Loan. The County has also agreed to make a loan of local SHB 2060 funds in the amount of \$125,000 to Sponsor (the “County 2060 Loan” and, together with the County HOME Loan, the “County Loans”) under the terms of that certain Professional Services Agreement by and between the County and Sponsor, dated on or about the date hereof, as evidenced by that certain Secured Promissory Note in the principal amount of \$125,000, executed by Sponsor in favor of the County (the “County 2060 Note,” and, together with the “County HOME Note,” the “County Notes”). Sponsor has re-loaned the proceeds of the County Notes to Borrower, as evidenced by the Sponsor Note No. Two, secured by the Sponsor Loan No. Two Deed of Trust (each as defined in Recital H.2 below).

3. County Collateral Assignment. As security for the County Notes, Sponsor has assigned its interests in the Sponsor Note No. Two and the Sponsor Loan No. Two Deed of Trust to the County under a Collateral Assignment of Deed of Trust and Promissory Note, naming First American Title Insurance Company as trustee, dated of even date herewith, and recorded under Thurston County recording number \_\_\_\_\_ (the “County Collateral Assignment”). In addition, Borrower, General Partner and Sponsor, as grantors, and the County, as beneficiary, have entered into that certain

## EXHIBIT E

HOME Investment Partnership Program (HOME) Restrictive Covenant Agreement, naming First American Title Insurance Company as trustee, dated on or about the date hereof, and recorded under Thurston County recording number \_\_\_\_\_ (the “County Covenant”).

**G. FHLB and Heritage’s Interests.** Heritage is a member of the FHLB and has supported an application by the Sponsor and the Borrower for an award of Affordable Housing Program (“AHP”) funds. Heritage, Sponsor and the Borrower have successfully received such AHP award in connection with the Project and have entered into that certain Affordable Housing Program Subsidy Agreement For Rental Project dated effective as of February 20, 2022 (the “AHP Agreement”). The Borrower and Sponsor have also executed an Agreement for Covenants and Restrictions recorded under Thurston County recording number \_\_\_\_\_ (the “AHP Covenant”) to ensure the Project meets AHP occupancy and affordability requirements for a period of 15 years.

### **H. Sponsor’s Interests.**

1. Sponsor Loan No. One (City Grants and CHIP Grant). Sponsor has agreed to loan the proceeds of the City Grants and the CHIP Grant to the Borrower in the aggregate amount of \$5,000,000 (“Sponsor Loan No. One”). Sponsor Loan No. One is evidenced by a Promissory Note in the amount of \$5,000,000 executed by the Borrower in favor of Sponsor, dated of even date herewith (“Sponsor Note No. One”) and secured by a Deed of Trust, granted by the Borrower for the benefit of Sponsor, naming First American Title Insurance Company as trustee, dated of even date herewith, and recorded under Thurston County recording number \_\_\_\_\_ (the “Sponsor Loan No. One Deed of Trust”). References to the Sponsor Loan No. One Deed of Trust include all modifications, extensions, renewals or replacements of the Sponsor Loan No. One Deed of Trust.

2. Sponsor Loan No. Two (County Loans). Sponsor has agreed to loan the proceeds of the County Loans to the Borrower in the aggregate amount of \$686,275 (the “Sponsor Loan No. Two”). The Sponsor Loan No. Two is evidenced by a Promissory Note in the amount of \$686,275, executed by the Borrower in favor of Sponsor, dated of even date herewith (the “Sponsor Note No. Two”) and secured by a Deed of Trust, granted by the Borrower for the benefit of Sponsor, naming First American Title Insurance Company as trustee, dated of even date herewith, and recorded under Thurston County recording number \_\_\_\_\_ (the “Sponsor Loan No. Two Deed of Trust”). The Sponsor Note No. Two and the Sponsor Loan No. Two Deed of Trust have been assigned to the County as security for Sponsor’s obligations in connection with the County Loans pursuant to the County Collateral Assignment. References to the Sponsor Loan No. Two Deed of Trust include all modifications, extensions, renewals or replacements of the Sponsor Loan No. Two Deed of Trust.

3. Sponsor Loan No. Three (AHP Award). Sponsor has also agreed to provide Borrower a loan in the amount of \$1,000,000 from the proceeds of the AHP Award (the “Sponsor Loan No. Three”), as evidenced by a Promissory Note in the amount of \$1,000,000, executed by Borrower in favor of Sponsor, dated of even date herewith (the “Sponsor Note No. Three”). The Sponsor Note No. Three is secured by a Deed of Trust, granted by the Borrower for the benefit of Sponsor, naming First American Title Insurance Company as trustee, dated of even date herewith, and recorded under Thurston County recording number \_\_\_\_\_ (the “Sponsor Loan No. Three Deed of Trust”). References to the “Sponsor Loan No. Three Deed of Trust” include all modifications, extensions, renewals or replacements of the Sponsor Loan No. Three Deed of Trust.

4. Sponsor Loan No. Four (Land). In addition, Sponsor has made a loan to the Borrower in the amount of \$[472,765] (the “Sponsor Loan No. Four”) with respect to a portion of the value of the Property as of the date hereof. The Sponsor Loan No. Four is evidenced by a Promissory Note made by the Borrower in favor of Sponsor, dated of even date herewith (the “Sponsor Note No. Four”). The

## EXHIBIT E

Borrower's obligation to repay the Sponsor Note No. Four is secured by a Deed of Trust granted by Borrower for the benefit of Sponsor, naming First American Title Insurance Company as trustee, dated of even date herewith, and recorded under Thurston County recording number \_\_\_\_\_ (the "Sponsor Loan No. Four Deed of Trust"). References to the "Sponsor Loan No. Four Deed of Trust" include all modifications, extensions, renewals or replacements of the Sponsor Loan No. Four Deed of Trust.

5. Option. Pursuant to the terms and conditions of the Amended and Restated Agreement of Limited Liability Limited Partnership of the Borrower, General Partner and/or Sponsor has an unrecorded option and right of first refusal (the "Option") to acquire the Property at the expiration of the low income housing tax credit compliance period.

**I. Purpose.** The Parties wish to enter into this Agreement in order to establish their relative rights and priorities regarding the Borrower's interests in the Property, all as more fully set forth herein.

**J. Definitions.** The deeds of trust described in Recitals C, D, E.3, and H.1, H.2, H.3 and H.4 above shall be referred to collectively hereinafter as the "Deeds of Trust." References to a "Deed of Trust" below, where applicable, mean that Deed of Trust as assumed by the Borrower and encumbering its interests, as described above. The covenants and regulatory agreements described in Recitals B, D, and E.1, E.2, F.3, and G above shall be referred to hereinafter as a "Covenant" or collectively as the "Covenants." All of the documents discussed in the Recitals section of this Agreement are collectively referred to as the "Documents." All of the Documents other than the Covenants and the Bank Documents are collectively referred to herein as the "Subordinate Documents." All Lenders other than the Bank are collectively referred to as the "Subordinate Lenders," and the information and definitions contained in the Recitals are acknowledged by the Parties to be an incorporated, integral part of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and undertakings herein contained, the Parties agree as follows:

1. Priorities.

**A.** Regardless of the time each Party's lien upon or interest in the Borrower's interests in the Property, or portion thereof, was or shall be created or recorded, the Parties hereto agree that the documents and instruments identified and described above, shall have priority in the order set forth below in this subsection A, with the most senior of the respective documents and instruments listed first:

- 1) Commission Regulatory Agreement
- 2) State NHTF Covenant
- 3) State HTF Covenant
- 4) City Covenant
- 5) County Covenant
- 6) AHP Covenant
- 7) Bank Deed of Trust
- 8) State NHTF Deed of Trust
- 9) State HTF Deed of Trust
- 10) State HTF Assignment
- 11) Sponsor Loan No. One Deed of Trust
- 12) Sponsor Loan No. Two Deed of Trust
- 13) County Collateral Assignment



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- 14) Sponsor Loan No. Three Deed of Trust
- 15) Sponsor Loan No. Four Deed of Trust
- 16) CDBG Deed of Trust
- 17) CDBG Assignment
- 18) Option

- B.** Any Uniform Commercial Code financing statement or fixture filing recorded or filed in connection with any Deed of Trust or any loan referenced in this Agreement shall have the same relative priority or subordination as the Deed of Trust and loan to which such financing statement or fixture filing relates.
- C.** The Parties acknowledge that the Covenants apply simultaneously and that the grantors thereunder are obligated to comply with each of them regardless of their relative priority or order of recording. Each Covenant encumbering the Property shall terminate upon foreclosure pursuant to the terms of such Covenant, in which case the terms of the applicable Covenant shall control over this Agreement, provided that nothing contained herein shall be deemed to amend the termination provisions in any Covenant.

2. Subordination of Obligations. Any and all obligations under the Subordinate Documents (the “Subordinate Obligations”) are hereby subordinated and subject to the Bank Loan.

3. Permitted Payments. Borrower may make payments under the Subordinate Documents, if required, as long as all payments under the Bank Deed of Trust and the other Bank Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (i) no event of default exists under the Bank Loan Agreement and no event exists which, with the lapse of time or the giving of notice or both, would be an event of default under the Bank Loan of which Subordinate Lenders have received notice; and (ii) the payment would not result in a violation of any of Borrower’s financial covenants set forth in any of the documents evidencing the Bank Loan (“Permitted Payments”).

4. Payment Subordination. Except for any Permitted Payments, (a) all of the Bank Loan now or hereafter existing shall be first paid in full by Borrower before any payment shall be made by Borrower on the Subordinate Obligations, and (b) this priority of payment shall apply at all times until all of the Bank Loan has been repaid in full. In the event of any assignment by Borrower for the benefit of Borrower’s creditors, or any bankruptcy proceedings instituted by or against Borrower, or the appointment of any receiver for Borrower or Borrower’s business or assets, or of any dissolution or other winding up of the affairs of Borrower or of Borrower’s business, and in all such cases respectively, Borrower’s officers and any assignee, trustee in bankruptcy, receiver and other person or persons in charge are hereby directed to pay to Bank the full amount of the Bank Loan before making any payments to Subordinate Lenders due under the Subordinate Documents.

5. Return of Prohibited Payments. Except as otherwise expressly agreed to herein, if any Subordinate Lender shall receive any payments or other rights in any property of Borrower in connection with any Subordinate Obligations in violation of this Agreement, such payment or property shall immediately be delivered and transferred to Bank after notice to such Subordinate Lender.

6. Assignment or Modification of Subordinate Documents. The Borrower and Subordinate Lenders each agree that, until the principal of, interest on and all other amounts payable under the Bank Documents have been paid in full, it will not, without the prior written consent of the Bank in each instance, amend or modify any provision of the Subordinate Documents. Subordinate Lenders each further agree that none of

## EXHIBIT E

them may assign any portion of its interest in the Subordinate Documents without the prior written consent of Bank.

### 7. Bankruptcy Provisions.

- A. In the event of any proceedings to liquidate, dissolve or wind up the Borrower, or of any execution, sale, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or other similar proceedings relative to the Borrower or its property (a "Bankruptcy Proceeding"), to the fullest extent permitted by law, the payment and lien priorities set forth in this Agreement shall be respected and enforced in any such Bankruptcy Proceeding, and Subordinate Lenders and Borrower agree not to contest such priorities in any Bankruptcy Proceeding. Without limitation to the foregoing, the Bank Loan shall be preferred in payment over all of the Subordinate Obligations and shall be paid in full before any payment is made upon any of the Subordinate Obligations; and any payment or distribution of any kind or character, whether in cash, property or securities, made upon or in respect of any of the Subordination Obligations as a result of any such proceeding shall be paid over to the Bank for application in payment of the Bank Loan unless and until the Bank Loan shall have been paid or satisfied in full. Subordinate Lenders each agree that during the term of this Agreement none of them will commence, or join with any other creditor in commencing, any Bankruptcy Proceeding with respect to the Borrower. Upon the occurrence of any Bankruptcy Proceeding with respect to the Borrower, Subordinate Lenders each agree to fully cooperate with Bank in connection with such Bankruptcy Proceeding and to refrain from taking any actions which are inconsistent with the agreements contained in this Agreement. Without limitation to the foregoing, Subordinate Lenders each shall (i) consent to and vote in favor of any and all actions taken by Bank in any Bankruptcy Proceeding to permit the commencement or continuation of any foreclosure of the Bank Deed of Trust; and (ii) not propose any plan, or vote to confirm or take any other action in support of any plan or other course of action proposed by Borrower or any other party (other than Bank), which would have the effect of (A) impairing the priority or lien of the Bank Loan, or (B) delaying, preventing, limiting, requiring a reduction in the amount of or impairing Bank's collection of all or any portion of the Bank Loan.
- B. To the extent any payment under any Bank Document (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party in any Bankruptcy Proceeding, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Bank Loan or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

8. Reliance by Lenders; Consent. It is understood by the Parties hereto that the Lenders and the Commission would not enter into their respective Documents without this Agreement. The Borrower, General Partner and Sponsor consent to all terms hereof.

9. Insurance or Condemnation Proceeds. During the term of the Bank Documents, the Bank shall have all approval, consent, and oversight rights in connection with any insurance claims relating to the Property and any decisions regarding the use of insurance claims relating to the Property and any decisions regarding the use of insurance or condemnation proceeds after a casualty loss or condemnation notwithstanding any rights of the other Lenders pursuant to their respective loan documents. Any funds to be applied to repair or restoration shall be held and administered by Bank in accordance with the Bank



## EXHIBIT E

Documents, and Bank shall be entitled to reasonable compensation for its services in connection with the administration of such funds, as set forth in the Bank Deed of Trust, provided that if applicable law does not permit a Lender to hold such proceeds then Bank shall have the right to designate an insurance trustee to administer the proceeds consistent with the Bank Deed of Trust subject to applicable law.

10. Subordinate Lenders' Agreement to Standstill. Until the Bank Note has been repaid in full, each Lender other than Bank agrees, for the benefit of Bank and its successors and assigns, that such Lender shall deliver to the Bank written notice of such default concurrently with delivery of the notice thereof to the Borrower, and the Bank shall have the right, but not the obligation, to cure the noticed event of default by 180 days (the "Bank Cure Period") after the later of (i) expiration of any notice and cure period afforded the Borrower, for such default under the applicable Lender's documents or (ii) the date that the Bank receives a copy of the notice of default. During the Bank Cure Period, such Lender other than the Bank will not, without the Bank's prior written consent, accelerate its respective loan, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other enforcement action with respect to the Property (other than enforcement of the Covenants, including, without limitation, actions to compel specific performance, which shall not be limited by the terms of this Section 10.

11. Actions by Bank; Certain Waivers. Bank, without the consent of or notice to any other party, may release any or all parties liable for any obligation secured by the Bank Documents, amend or otherwise modify the Bank Documents (unless another agreement between any such parties requires consent), or release any or all security for the obligations secured by the Bank Documents, all without affecting the subordinations under this Agreement. The State, County, City, FHLB, Heritage, Sponsor, General Partner and Borrower waive any right to require marshaling of assets or to require Bank to proceed against or exhaust any specific security for the obligations secured by the Bank Documents, and waive any defense arising out of the loss or impairment of any right of subrogation to the lien of the Bank Documents. However, Bank agrees not to voluntarily subordinate the lien of the Bank Deed of Trust or any portion thereof to any other liens or encumbrances on the Property without the written consent of the State, County, City and Sponsor, which consent may consist of such Lender subordination to the same lien or encumbrance.

12. Rents. All Lenders understand that Borrower has assigned all leases, income, rents, and profits of the Project in connection with the Bank Documents. The Parties agree that upon an Event of Default under the Bank Documents, the Bank has the absolute right to collect all rents and profits from the Project as provided in the Bank Documents.

13. Acknowledgements. The Lenders hereby each agree and acknowledge, solely for the benefit of all other Lenders as follows:

- A. for purposes of this Agreement, the Lenders acknowledge that each has been provided the opportunity to review the other Lenders' loan documents before executing this Agreement;
- B. no Lender has made any warranty or representation of any kind or nature whatsoever to the other Lenders with respect to (i) the application of the proceeds of its loans; (ii) the value of the Property or the marketability or value thereof upon completion of such construction; or (iii) the ability of the Borrower to honor its covenants and agreements with the Bank;
- C. a Lender's release of any security for its loan, including, without limitation, the reconveyance of any portion of the Property from the lien of a deed of trust, shall not constitute a waiver or relinquishment of the Sponsor's unconditional subordination of the

## EXHIBIT E

liens or charges of such Lender's respective Deed of Trust against the Property to the lien or any other subordinations hereunder;

- D. no Lender by reason of this Agreement has any duty to disclose to the other Lenders any facts that a Lender may now know or hereafter know about the Borrower or its partners, or successors of the Borrower, regardless of whether (i) the Lender has reason to believe that any such facts may materially increase the risk beyond that which any other Lender intends to assume; (ii) the Lender may have reason to believe that such facts are unknown to another Lender; or (iii) the Lender has a reasonable opportunity to communicate such facts to another Lender, it being understood and agreed that each Lender is fully responsible for being and keeping informed of the financial condition of the Borrower and/or any partners, sponsors or successors of the Borrower and of all circumstances bearing on the risk of non-payment of any indebtedness of the Borrower to the Lenders as described in this Agreement; and
- E. the Lenders have each made such independent legal and factual inquiries and examinations as such Party deems necessary or desirable and are not relying on any inquiries or examinations made by the other Lenders or on information from the other Lenders concerning the Borrower, General Partner, Sponsor, the Property or the Project.

### 14. Miscellaneous.

- A. Entire Agreement. This Agreement comprises the entire agreement among the Parties with respect to the priority of each Party's liens upon and interests in the Property, and all prior understandings or agreements on that subject are superseded hereby.
- B. Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue of any action or proceeding to enforce, interpret or otherwise related hereto shall lie in Thurston County, Washington.
- C. Successors; Assignment. This Agreement is for the benefit of the Lenders and the Commission and their respective successors and assigns, and any provision hereof may be waived or modified by written agreement among all of the Lenders and the Commission, or so many of them as are affected thereby, without the consent of the Borrower or Sponsor. The heirs, administrators, assigns, and successors-in-interest of the Parties hereto shall be bound by this Agreement. This Agreement may be assigned by a Party only as a part of an assignment of that Party's entire interest in the Property or its loan secured by one of the Deeds of Trust described herein; provided, however, that any Lender may assign participation interests in its loan as allowed by that Lender's loan documents.
- D. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours or two (2) business days after deposit in the U.S. mail, postage prepaid, (one (1) business day if sent by overnight courier) to the Parties hereto at the addresses set forth below or to such other place as a Party may from time to time designate by notice to the other Parties. No transferee or successor of a Party hereto shall be entitled to notices or opportunity to cure defaults hereunder unless notice of the transfer is given in accordance with this subsection.

Bank: U.S. Bank National Association  
c/o U.S. Bancorp Community Development Corporation  
1307 Washington Avenue, Suite 300  
Mail Code: SL MO RMCD

## EXHIBIT E

St. Louis, MO 63103  
Attention.: Director of LIHTC Asset Management

With a copy to: Kutak Rock LLP  
8601 N. Scottsdale Road, Suite 300  
Scottsdale, Arizona 85253  
Attention: Heather Aeschleman, Esq.

Commission: Washington State Housing Finance Commission  
1000 Second Ave., Suite 2700  
Seattle, WA 98104-1046  
Attention: Director, Asset Management & Compliance

State: Washington State Department of Commerce  
1011 Plum Street SE  
P.O. Box 42525  
Olympia, WA 98504-2525  
Attention: Housing Finance Unit

County: Thurston County  
Thurston County PHSS-Housing  
Attn: Program Manager  
412 Lilly RD NW  
Olympia, WA 98506

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

FHLB: Federal Home Loan Bank of Des Moines  
909 Locust Street  
Des Moines, IA 50309  
Attn: Assistant Vice President, Rental  
Housing Manager

Heritage: Heritage Bank  
1420 Fifth Ave., Suite 3600  
Seattle, WA 98101  
Attention: Alex Pace

Sponsor: Family Support Center of South Sound  
3545 7<sup>th</sup> Avenue SW, Suite 200  
Olympia, WA 98502-5507  
Attention: Executive Director

Borrower: c/o Family Support Center of South  
Sound  
3545 7<sup>th</sup> Avenue SW, Suite 200  
Olympia, WA 98502-5507

## EXHIBIT E

Attention: Executive Director

With a copy to:

Kantor Taylor PC  
1200 Fifth Avenue, Suite 1910  
Seattle, Washington, 98101  
Attention: Andrea Y. Sato

With a copy to:

U.S. Bancorp Community Development Corporation  
1307 Washington Avenue, Suite 300  
Mail Code: SL MO RMCD  
St. Louis, MO 63103  
USB Project No: 27740  
Attention.: Director of LIHTC Asset Management

With a copy to:

Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102  
Attention: Jill Goldstein, Esq.

- E. Amendment. This Agreement may be amended only by a writing signed by the Parties hereto, but this subsection shall not impair the validity of any further agreements among fewer than all of the Parties hereto as among themselves.
- F. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and whether or not all Parties execute each counterpart.
- G. Completion of Recording Information. If this Agreement is signed without completion of certain recording information called for above, any Party hereto or any title insurance Borrower acting on the instructions of any Party is hereby authorized to insert such information prior to recording this Agreement.
- H. Attorney Fees. If any Party shall bring an action against any other Party by reason of the breach of any covenant, provision, or condition of this Agreement, or otherwise arising out of this Agreement, the unsuccessful Party shall pay to the prevailing party reasonable attorneys' fees, which fees shall be payable whether or not any action is prosecuted to judgment. The term "prevailing party" shall include, without limitation, a Party who brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement, or judgment.
- I. Consent to Other Parties' Loan Documents. By executing this Agreement, each Party hereby acknowledges and consents to the execution of, and where appropriate, the recording of, Documents by the Borrower and the other Parties thereto.

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

*[SIGNATURE PAGES FOLLOW]*

EXHIBIT E

IN WITNESS WHEREOF, the undersigned has entered into this Priority and Subordination Agreement as of the day and year first above written.

WASHINGTON STATE HOUSING FINANCE COMMISSION, a public body corporate and politic of the state of Washington

By: \_\_\_\_\_
Name: Steve Walker
Title: Executive Director

STATE OF WASHINGTON )
COUNTY OF KING )

I hereby certify that I know or have satisfactory evidence that Steve Walker appeared before me, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the Executive Director of the WASHINGTON STATE HOUSING FINANCE COMMISSION, a public body corporate and politic of the state of Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NOTARY PUBLIC in and for the State of Washington
Print name: \_\_\_\_\_
My commission expires \_\_\_\_\_

[Signatures continue on following page.]

## EXHIBIT E

IN WITNESS WHEREOF, the undersigned has entered into this Priority and Subordination Agreement as of the day and year first above written.

**US BANK NATIONAL ASSOCIATION,**  
a national banking association

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_ appeared before me, and acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as the \_\_\_\_\_ of **U.S. BANK NATIONAL ASSOCIATION**, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

*[Signatures continue on following page.]*

EXHIBIT E

IN WITNESS WHEREOF, the undersigned has entered into this Priority and Subordination Agreement as of the day and year first above written.

**THURSTON COUNTY,**  
a political subdivision of the State of Washington

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON        )  
  )  
COUNTY OF THURSTON        )

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_ appeared before me, and acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute this instrument, and acknowledged it as the \_\_\_\_\_ of **THURSTON COUNTY**, a political subdivision of the State of Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
My commission expires \_\_\_\_\_

[Signatures continue on following page.]

EXHIBIT E

IN WITNESS WHEREOF, the undersigned has entered into this Priority and Subordination Agreement as of the day and year first above written.

CITY OF OLYMPIA, a Washington municipal corporation

By: \_\_\_\_\_

Name: Steven J. Burney

Title: City Manager

STATE OF WASHINGTON         )  
  )  
COUNTY OF THURSTON         )

I hereby certify that I know or have satisfactory evidence that **Steven J. Burney** appeared before me, and acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute this instrument, and acknowledged it as the **City Manager** of the **CITY OF OLYMPIA**, a municipal corporation of the State of Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
My commission expires \_\_\_\_\_

*[Signatures continue on following page.]*



EXHIBIT E

IN WITNESS WHEREOF, the undersigned has entered into this Priority and Subordination Agreement as of the day and year first above written.

WASHINGTON STATE DEPARTMENT OF COMMERCE, a department of the State of Washington

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF WASHINGTON ) ) ss. COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of WASHINGTON STATE DEPARTMENT OF COMMERCE, a department of the State of Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NOTARY PUBLIC in and for the State of Washington Print name: \_\_\_\_\_ My commission expires \_\_\_\_\_

[Signatures continue on following page]

EXHIBIT E

IN WITNESS WHEREOF, the undersigned has entered into this Priority and Subordination Agreement as of the date first above written.

FEDERAL HOME LOAN BANK OF DES MOINES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF IOWA )

)

COUNTY OF POLK )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of the **FEDERAL HOME LOAN BANK OF DES MOINES.**

\_\_\_\_\_  
*(Signature of Notary)*

\_\_\_\_\_  
*(Legibly Print or Stamp Name of Notary)*

Notary public in and for the state of Iowa,

My appointment expires \_\_\_\_\_

*[Signatures continue on following page.]*

EXHIBIT E

IN WITNESS WHEREOF, the undersigned has entered into this Priority and Subordination Agreement as of the day and year first above written.

**HERITAGE BANK**

By: \_\_\_\_\_  
Name: Alexander Pace  
Title: Executive Vice President

STATE OF WASHINGTON        )  
  )  
COUNTY OF KING            )

I hereby certify that I know or have satisfactory evidence that **Alexander Pace** appeared before me, and acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as an **Executive Vice President** of **HERITAGE BANK**, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Print name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[Signatures continue on following page.]

EXHIBIT E

IN WITNESS WHEREOF, the undersigned has entered into this Priority and Subordination Agreement as of the day and year first above written.

**FSCSS WEST OLYMPIA LLLP,**  
a Washington limited liability limited partnership

By: FSCSS Housing LLC,  
a Washington limited liability company  
Its: General Partner

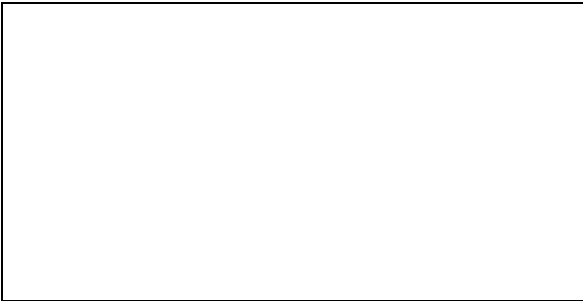
By: The Family Support Center of South Sound,  
a Washington nonprofit corporation  
Its: Manager

By: \_\_\_\_\_  
Patricia Gregory, Executive Director

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that **Patricia Gregory** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Executive Director** of The Family Support Center of South Sound, a Washington nonprofit corporation, the Manager of FSCSS Housing LLC, a Washington limited liability company, the General Partner of **FSCSS WEST OLYMPIA LLLP**, a Washington limited liability limited partnership, to be the free and voluntary act of such nonprofit corporation, on behalf of such limited liability company, on behalf of such limited liability limited partnership, for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.



\_\_\_\_\_  
Print Name: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

*[Signatures continue on the following page.]*

EXHIBIT E

IN WITNESS WHEREOF, the undersigned has entered into this Priority and Subordination Agreement as of the day and year first above written.

**FSCSS HOUSING LLC,**  
a Washington limited liability company

By: The Family Support Center of South Sound,  
a Washington nonprofit corporation  
Its: Manager

By: \_\_\_\_\_  
Patricia Gregory, Executive Director

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that **Patricia Gregory** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Executive Director** of The Family Support Center of South Sound, a Washington nonprofit corporation, the Manager of **FSCSS HOUSING LLC**, a Washington limited liability company, to be the free and voluntary act of such nonprofit corporation, on behalf of such limited liability company, for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

(Seal or Stamp)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the State of Washington  
My Commission Expires:

[Signatures continue on following page.]

EXHIBIT E

IN WITNESS WHEREOF, the undersigned has entered into this Priority and Subordination Agreement as of the day and year first above written.

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

By: \_\_\_\_\_  
Patricia Gregory, Executive Director

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that **Patricia Gregory** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Executive Director** of **THE FAMILY SUPPORT CENTER OF SOUTH SOUND**, a Washington nonprofit corporation, to be the free and voluntary act of such nonprofit corporation for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

(Seal or Stamp)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the State of Washington  
My Commission Expires:

# EXHIBIT E

## **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:

### PARCEL I:

Lot 1 and Tracts A and B of FSCSS Housing Binding Site Plan No. BSP 21-2735-OL recorded May 18, 2022 as Recording No. 4932163, records of Thurston County, Washington.

### PARCEL II:

Those easements set forth in the Declaration of Covenants and Easements recorded May 18, 2022 as Recording No. 4932161.



## City Council

### Approval of an Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending Section 9.48.012 of the Olympia Municipal Code

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.P  
**File Number:** 22-0604

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**Type:** ordinance **Version:** 2 **Status:** 2d Reading-Consent

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#### **Title**

Approval of an Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending Section 9.48.012 of the Olympia Municipal Code

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to adopt on second reading an Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending Section 9.48.012 of the Olympia Municipal Code.

#### **Report**

##### **Issue:**

Whether to approve an Ordinance prohibiting the open carry of firearms in certain locations in Olympia City Hall, and other municipal buildings, used in connection with meetings of the governing body of the City of Olympia.

##### **Staff Contact:**

Mark Barber, City Attorney, 360.753.8223

##### **Presenter(s):**

Mark Barber, City Attorney

##### **Background and Analysis:**

Background and Analysis did not change from first to second reading.

On March 23, 2022, Governor Inslee signed ESHB 1630, Chapter 106, Laws of 2022 of the 67<sup>th</sup> Legislature, 2022 Regular Session, and filed same with the Secretary of State. Among other amendments, ESHB 1630 provided that RCW 9.41.305 be amended to provide restrictions on additional locations where a person may knowingly open carry a firearm or other weapon, as defined



in RCW 9.41.300(1)(b). ESHB 1630 became effective on June 9, 2022.

ESHB 1630 provided that the locations where the open carry of a firearm or other weapon may be restricted included municipal buildings used in connection with meetings of the governing body of the city or municipality, or location of a public meeting or hearing of the governing body of a city or other municipality during the hearing or meeting.

The term “governing body” as used in ESHB 1630 has the same meaning as in RCW 42.30.020 of the Open Public Meetings Act (OPMA), which includes the multimember board, commission, committee, council, or other policy or rule-making body of a public agency, or any committee thereof when the committee acts on behalf of the governing body, conducts hearings, or takes testimony or public comment.

If the ordinance is passed, the City of Olympia will be required to post signs at areas of ingress and egress to qualified municipal buildings to provide notice of the restrictions on possession and open carry of firearms and weapons. Failure to post notice of restricted locations shall be a defense to a violation of open carry of firearms and weapons. No restrictions apply to the lawful concealed carry of a firearm by a person who has a valid concealed pistol license.

Duly authorized federal, state, or local law enforcement officers or personnel are exempt from the restrictions permitted by ESHB 1630 and in the amendment to OMC 9.48.012. The same is also true for members of the armed forces of the United States or the State of Washington in the discharge of official duty or traveling to or from official duty.

Violation of the ordinance, if adopted, is a misdemeanor. Second or subsequent violations are a gross misdemeanor.

**Neighborhood/Community Interests (if known):**

Public safety is of interest to the entire community.

**Options:**

1. Adopt on second reading the Ordinance Relating to Restrictions on the Possession of Weapons in Certain Locations and Amending OMC Section 9.48.012.
2. Direct staff to modify the ordinance based on Council feedback.
3. Do not take any action. This would result in no restrictions on the open carry of firearms in municipal buildings used in connection with meetings of the governing body of the City of Olympia during any hearing or meeting of the governing body including meetings, public hearings, or taking of public testimony or comment.

**Financial Impact:**

Unknown. However, it is believed the cost of preparing and posting notice signs of restriction on open carry of firearms and weapons is minimal in comparison to the risk to public safety.

**Attachments:**

Ordinance

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATED TO RESTRICTIONS ON THE POSSESSION OF WEAPONS IN CERTAIN LOCATIONS AND AMENDING OLYMPIA MUNICIPAL CODE SECTION 9.48.012**

**WHEREAS**, ESHB 1630, Chapter 106, Laws of 2022 of the 67<sup>th</sup> Legislature, 2022 Regular Session, was passed by the House and Senate, and subsequently signed by Governor Jay Inslee and filed on March 23, 2022, with an effective date of June 9, 2022; and

**WHEREAS**, ESHB 1630 provided, among other amendments, that RCW 9.41.305 be amended to provide restrictions on additional locations where a person may knowingly open carry a firearm or other weapon, as defined in RCW 9.41.300(1)(b); and

**WHEREAS**, the open carry of a firearm or other weapon may be restricted in municipal buildings used in connection with meetings of the governing body of the city or municipality, or any location of a public meeting or hearing of the governing body of a city or other municipality during the hearing or meeting; and

**WHEREAS**, the term “governing body” has the same meaning as in RCW 42.30.020 of the Open Public Meetings Act (OPMA), which includes the multimember board, commission, committee, council, or other policy or rule-making body of a public agency, or any committee thereof when the committee acts on behalf of the governing body, conducts hearings, or takes testimony or public comment; and

**WHEREAS**, following Governor Inslee’s signature approving ESHB 1630, and filing of same with the Secretary of State of the State of Washington, numerous mass shootings occurred across the United States, including but not limited to a racially motivated shooting in Buffalo, New York, that killed 10 people, and Uvalde, Texas, where 19 children and two teachers were killed. In both instances, the shooters were individuals armed and openly carrying AR-15 assault rifles. Over ten additional mass shootings continued across the United States over the Memorial Day weekend, resulting in numerous additional deaths and injuries in communities nationwide; and

**WHEREAS**, the Olympia City Council believes public safety and protection of Olympia’s democratic government requires the City to take all lawful measures to ensure safety of persons engaging in public meetings or hearings of the Olympia City Council and its multimember boards, commissions, or other policy or rule-making bodies of the City of Olympia, including the Olympia City Council, so persons may be protected from gun violence while participating in the democratic process;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:**

**Section 1. Amendment of OMC 9.48.012.** Olympia Municipal Code Section 9.48.012 is hereby amended to read as follows:

**9.48.012 Possession of weapons – Where prohibited**

A. It is unlawful for any person to enter any stadium or convention center operated by the city or other municipal corporation when the person knowingly possesses or knowingly has under the person’s control a weapon as defined in RCW 70.74.010 or listed in RCW 9.41.250 except that such restrictions shall not apply to (1) any pistol in the possession of a person licensed under RCW 9.41.070 or exempt from the licensing requirement by RCW 9.41.060; or (2) any showing, demonstration, or lecture involving the exhibition of firearms.

B. It is unlawful for any person to knowingly open carry a firearm or other weapon, as defined in RCW 9.41.300(1)(b), while knowingly being in Olympia City Hall, the Olympia Maintenance Center, or The

Olympia Center, or any other municipal building used in connection with meetings of the governing body of the City of Olympia during the hearing or meeting. For purposes of this section, "governing body" shall have the same meaning as in RCW 42.30.020, which includes the multimember board, commission, committee, council, or other policy or rule-making body of the City of Olympia, or any committee thereof when the committee, board, or commission acts on behalf of the governing body, conducts hearings, or takes testimony or public comment.

C. It shall be a defense to a violation of OMC 9.48.012(B) if the City of Olympia fails to post signs at areas of ingress and egress to municipal buildings that provide notice of the restrictions on possession and open carry of firearms and other weapons at locations specified in OMC 9.48.012(B).

D. Nothing in OMC 9.48.012(B) shall apply to the lawful concealed carry of a firearm by a person who has a valid concealed pistol license.

E. Duly authorized federal, state, or local law enforcement officers or personnel are exempt from the restrictions in OMC 9.48.012(B) when carrying a firearm or other weapon in conformance with their employing agency's policy. Members of the armed forces of the United States or the state of Washington are exempt from OMC 9.48.012(B) when carrying a firearm or other weapon in the discharge of official duty or traveling to or from official duty.

F. A person violating OMC 9.48.012(B) is guilty of a misdemeanor. Second and subsequent violations of OMC 9.48.012(B) are a gross misdemeanor.

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

**Section 4. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 5. Effective Date.** This Ordinance shall take effect thirty (30) days after passage and publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Ordinance Amending Ordinance 7320 (Second Quarter Budget Amendment)

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 4.Q  
**File Number:** 22-0660

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**Type:** decision   **Version:** 1   **Status:** 1st Reading-Consent

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#### **Title**

Approval of an Ordinance Amending Ordinance 7320 (Second Quarter Budget Amendment)

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve the proposed Ordinance that amends Ordinance 7320 (Second Quarter Budget amendment) on first reading and forward to second reading.

#### **Report**

##### **Issue:**

Whether to approve the proposed Ordinance that amends Ordinance 7320 (Second Quarter Budget amendment) on first reading and forward to second reading.

##### **Staff Contact:**

Aaron BeMiller, Finance Director, 360.753.8465  
Joan Lutz, Budget/Financial Analyst, 360.753.8760

##### **Presenter(s):**

None - Consent Calendar item

#### **Background and Analysis:**

The City Council may revise the City's Operating Budget by approving an ordinance. Generally, budget amendments are presented quarterly to Council for review and approval, however they may be made at any time during the year. The amended ordinances appropriate funds and provide authorization to expend the funds.

The attached ordinance includes recommended amendments to the 2022 Operating Funds, Specials Funds, and Capital Funds for Department requested budget amendments for the Second Quarter in 2022 and appropriation of 2021 End of Year Fund Balance.

1. Department requested budget amendments for Second Quarter in 2022 represents new budget adjustments and associated transfers. These appropriations total \$9,287,674.
2. Appropriation of 2021 End of Year Fund Balance represents one-time expenditures utilizing fund balance. These appropriations total \$7,500,000.

The budget amendment for the Second Quarter in 2022 is summarized below.

### **Office of Community Vitality**

- Appropriation of \$500,000 for Brownfield Grant. Funding from EPA Brownfield Grant.
- Appropriation of \$76,154. Signed an ILA with Thurston County Regional Housing. All funds received from HB 1406 will be paid to Thurston County Regional Housing. Funding from Home Fund fund balance.
- Appropriation of \$2,500,000 for Housing and Homeless Response. Funding from CHIP Grant FCS.
- Appropriation of \$364,248 for demolition of Griswold. Funding from Capital Improvement Fund fund balance.
- Appropriation of \$17,802 for downtown vegetation management. Funding from Economic Recovery account fund balance.
- Appropriation of \$16,000 of Arts Commission Grants. Funding from a grant.
- Appropriation of \$150,000 ARPA funds for Quince Street Mitigation Site. Funding from ARPA funds.

### **Community Planning and Development**

- Appropriation of \$130,000 for ADA Parking Lot Study. Funding from Capital Improvement Fund fund balance.
- Appropriation of \$57,103 for credit card fees and CPU rental. Funding from Development Fee Revenue Fund fund balance.
- Appropriation of \$5,000 for Thurston County Heritage. Funding from transfer from a grant.

### **Fire Department**

- Appropriation of \$15,000 for fleet equipment. Funding from unanticipated revenue.
- Appropriation of \$4,925 for additional training capacity. Funding from training reimbursement from WA State Firefighters.

### **Parks, Arts and Recreation**

- Appropriation of \$3,829 for Media PSA. Funding from General Fund fund balance.
- Appropriation of \$7,000 to increase scholarship appropriations. Funding from Special Revenue Fund fund balance.

### **Police Department**

- Appropriation of \$185,000 carryover of one-time funding for I-940 training from 2021. Funding from General Fund fund balance.

### **Public Works**

- Appropriation of \$40,000 for Tree Canopy Assessment. Funding from a grant.
- Appropriation of \$3,067,405 carryover for various capital projects. Funding from various funds fund balance.
- Appropriation of \$1,665,122 for the purchase of 4 garbage trucks. Funding from Fleet Fund fund balance.
- Appropriation of \$300,715 carryover for 15 steel columns. Funding from Facilities Capital Improvement Fund fund balance.

### **Neighborhood/Community Interests (if known):**

None noted.

### **Options:**

1. Approve an ordinance amending ordinance 7320. This provides staff with budget capacity to proceed with initiatives approved by Council.
2. Do not approve the amending ordinance; staff will not have authorization to expend the funds.

### **Financial Impact:**

Operating Funds - total increase in appropriations of \$8,775,030; Special Funds - total increase in appropriations of \$3,241,276; and Capital Funds - total increase in appropriations of \$10,062,368. Funding sources of funding are noted above.

### **Attachments:**

Ordinance

Ordinance No. \_\_\_\_\_

**AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA, WASHINGTON, 2022 OPERATING, SPECIAL, AND CAPITAL BUDGETS AND 2022-2027 CAPITAL FACILITIES PLAN; SETTING FORTH THE ESTIMATED REVENUES AND APPROPRIATIONS AND AMENDING ORDINANCE NO. 7320**

**WHEREAS**, the Olympia City Council adopted the 2022 Operating, Special Funds and Capital Budgets and 2022-2027 Capital Facilities Plan (CFP) by passing Ordinance No. 7305 on December 14, 2021; and

**WHEREAS**, the Olympia City Council Amended Ordinance No. 7305 by passage of Ordinance 7320 on April 25, 2022; and

**WHEREAS**, throughout the year, updates are required to recognize changes relating to budget, finance and salaries; and

**WHEREAS**, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A070(3); and

**WHEREAS**, the following changes need to be made to Ordinance No. 7320;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:**

**Section 1.** That certain document entitled the “Capital Facilities Plan”, covering the years 2022 through 2027, a copy of which will be on file with the Director of Finance and available on the City’s web site, is hereby adopted as the Capital Facility Plan (CFP) for the City of Olympia and is incorporated herein as though full set forth.

**Section 2.** Upon appropriation by the City Council of funds therefore, the City Manager shall be authorized to prepare plans and specifications, to take bids and to make expenditures for the projects set forth in the CFP during the year for which said projects are scheduled; provided, however, that any award bids and execution of contracts for construction shall be approved as provided in OMC Chapter 3.16.

**Section 3.** It is anticipated that the funding source and the construction schedule for projects identified in the CFP may be changed over the next year. Such changes shall not constitute an amendment to the Comprehensive Plan for purposes of RCW 36.70A.130.

**Section 4.** The Director of Finance (formerly known as the Director of Administrative Services) is hereby authorized to bring forward into fiscal year 2021 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years’ capital budgets.

**Section 5.** The 2022 Estimated Revenues and Appropriations for each Fund are as follows:

**Operating Budget**

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
General, Regular Operations	<del>\$2,351,477</del> <u>\$10,040,306</u>	<del>\$97,822,378</del> <u>\$98,381,105</u>	<del>\$100,173,855</del> <u>\$108,421,411</u>	\$0
General, Special Sub-Funds				
Special Accounts	<del>1,013,874</del> <u>1,115,993</u>	<del>1,518,318</del> <u>1,768,318</u>	<del>2,532,192</del> <u>2,884,311</u>	0
Development Fee Revenue	<del>0</del> <u>47,762</u>	4,312,407	<del>4,303,066</del> <u>4,360,169</u>	<del>9,341</del> <u>0</u>
Parking	138,300	1,823,102	1,961,402	0
Post Employment Benefits		1,020,000	1,020,000	0
Washington Center Endowment		5,000	5,000	0
Washington Center Operating	<del>0</del> <u>78,252</u>	378,365	<del>378,365</del> <u>456,617</u>	0
Municipal Arts	109,891	60,660	170,551	0
<b>Total General Fund</b>	<del>\$ 3,613,542</del> <b>\$ 11,530,504</b>	<del>\$ 106,940,230</del> <b>\$ 107,748,957</b>	<del>\$ 110,544,431</del> <b>\$ 119,279,461</b>	<del>\$9,341</del> <b>\$0</b>
Non-Voted General Obligation Debt	599	4,648,712	4,649,311	0
Voted General Obligation Debt	0	1,044,350	1,044,350	0
Water Utility O&M	22,860	16,168,679	16,191,539	0
Sewer Utility O&M	107,586	23,355,267	23,462,853	0
Solid Waste Utility	0	13,839,953	13,820,978	18,975
Stormwater Utility	61,124	<del>6,527,567</del> <u>6,567,567</u>	<del>6,588,691</del> <u>6,628,691</u>	0
Water/Sewer Bonds	0	3,149,239	3,149,239	0
Stormwater Debt Fund	0	551,279	551,279	0
Water/Sewer Bond Reserve	0	123,651	123,651	0
Equipment Rental	0	2,673,272	2,672,022	1,250
<b>Subtotal Other Operating Funds</b>	<b>\$ 192,169</b>	<del>\$ 72,081,969</del> <b>\$ 72,121,969</b>	<del>\$ 72,253,913</del> <b>\$ 72,293,913</b>	<b>\$ 20,225</b>
<b>Total Operating Budget</b>	<del>\$ 3,805,711</del> <b>\$ 11,722,673</b>	<del>\$ 179,022,199</del> <b>\$ 179,870,926</b>	<del>\$ 182,798,344</del> <b>\$ 191,573,374</b>	<del>\$ 29,566</del> <b>\$ 20,225</b>



**Special Funds Budget**

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
HUD Fund	\$0	\$ 1,010,684	\$ 985,733	\$ 24,951
Lodging Tax Fund	247,813	685,618	933,431	0
Parking Business Improvement Area	26,302	129,450	155,752	0
Farmers Market Repair and	0	0	0	0
Hands On Children's Museum	416,435	679,734	1,096,169	0
Home Fund Operating Fund	1,283,070	<del>2,518,843</del> <u>4,748,843</u>	<del>3,801,913</del> <u>5,378,067</u>	<del>0</del> <u>653,846</u>
Fire Equipment Replacement Fund	0	0	0	0
Equipment Rental Replacement Reserve Fund	<del>1,634,110</del> <u>3,299,232</u>	2,638,545	<del>4,272,655</del> <u>5,937,777</u>	0
Unemployment Compensation Fund	0	112,500	85,000	27,500
Insurance Trust Fund	0	2,675,261	2,659,712	15,549
Workers Compensation Fund	<del>237,075</del> 0	<del>1,447,875</del> <u>2,447,875</u>	1,684,950	<del>0</del> <u>762,925</u>
<b>Total Special Funds Budget</b>	<del>\$ 3,844,805</del> <u>\$ 5,272,852</u>	<del>\$ 11,898,510</del> <u>\$ 15,128,510</u>	<del>\$ 15,675,315</del> <u>\$ 18,916,591</u>	<del>\$ 68,000</del> <u>\$ 1,484,771</u>

**Capital Budget**

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
Impact Fee	<del>\$3,793,448</del> \$4,532,418	\$0	<del>\$3,793,448</del> \$4,532,418	\$0
SEPA Mitigation Fee Fund	20,000	0	20,000	0
Parks & Recreational Sidewalk, Utility Tax Fund	471,097	2,491,053	2,962,150	0
Real Estate Excise Tax Fund	0	3,026,326	<del>270,000</del> 2,598,435	<del>2,756,326</del> 427,891
Capital Improvement Fund	<del>2,727,320</del> 3,221,568	<del>4,119,497</del> 7,119,497	<del>6,846,817</del> 10,341,065	0
Olympia Home Fund Capital Fund	1,226,257	<del>3,732,890</del> 6,232,890	<del>4,959,147</del> 7,459,147	0
Transportation Capital Improvement Fund	0	14,422,478	10,959,934	3,462,544
Fire Equipment Reserve Fund	0	1,632,000	148,319	1,483,681
Facilities Capital Improvement Fund	<del>4,438,441</del> 4,739,156	<del>649,037</del> 1,349,037	<del>5,087,478</del> 6,088,193	0
Parks Capital Improvement	18,319	8,126,026	8,144,345	0
Water CIP Fund	2,525,568	6,843,575	9,369,143	0
Sewer CIP Fund	4,221,571	10,660,963	14,882,534	0
Waste ReSources CIP Fund	0	1,154,446	1,154,446	0
Stormwater CIP Fund	1,663,979	2,813,209	4,477,188	0
Storm Drainage Mitigation	0	0	0	0
<b>Total Capital Budget</b>	<del>\$ 21,106,000</del> \$ 22,639,933	<del>\$ 59,671,500</del> \$ 65,871,500	<del>\$ 73,074,949</del> \$ 83,137,317	<del>\$ 7,702,551</del> \$ 5,374,116
<b>Total City Budget</b>	<del>\$ 28,756,516</del> \$ 39,635,458	<del>\$ 250,592,209</del> \$ 260,870,936	<del>\$ 271,548,608</del> \$ 293,627,282	<del>\$ 7,800,117</del> \$ 6,879,112

**Section 9. Severability.** The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

**Section 10. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 11. Effective Date.** This Ordinance shall take effect five (5) days after publication, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM:**

Mark Barber  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

# Olympia Strong Kick Off: A Roadmap for Economic Resiliency

**Agenda Date:** 7/12/2022  
**Agenda Item Number:** 6.A  
**File Number:**22-0641

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**Type:** report   **Version:** 1   **Status:** Other Business

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### Title

Olympia Strong Kick Off: A Roadmap for Economic Resiliency

### Recommended Action

#### Committee Recommendation:

Briefing only. No action requested.

#### City Manager Recommendation:

Briefing only. No action requested.

### Report

#### Issue:

Discuss the upcoming public process to form a long-term economic resiliency plan with a goal to help residents, businesses, the broader community and the City organization weather challenging times and thrive.

#### Staff Contact:

Amy Buckler, Strategic Projects Manager, Economic Development, Office of Community Vitality,  
360.280.8947

#### Presenter(s):

Amy Buckler, Strategic Projects Manager  
Mike Reid, Economic Development Director

#### Background and Analysis:

The City of Olympia is developing an economic resiliency plan. The process is called *Olympia Strong: A Roadmap for Economic Resiliency*. Olympia Strong will identify a long-term strategic framework and specific actions the City of Olympia and partners can take to achieve community-defined economic goals.

Resiliency refers to an ability to adapt and quickly recover from challenging times and thrive. Hand in hand with resiliency is equity, which means advancing a community that is just and equitable for all, regardless of race/ethnicity, sexual orientation, gender identity, religious belief, disability or income

status.

At the onset of the COVID-19 pandemic, Olympia joined forces with partners in the region to bolster the economic resiliency of affected workers and businesses by distributing grants, personal protective gear and shoring up childcare options. The partners then formed a 24-month Recovery and Reset Plan to accelerate our region's economic recovery. With implementation of that underway, Olympia is now turning its attention to the long-term resiliency of our community.

With Olympia Strong the City strives to help improve the economic resiliency of Olympia residents, businesses and the broader community (organizations, schools, etc.). We are also focused on resiliency of the City organization, to ensure revenues are available over the long run to fund community and economic goals. With this effort we are building on the work of Thurston Strong as well as other plans such as Sustainable Thurston, the Downtown Strategy and more.

Olympia Strong will inform an update to the Economy chapter of the Comprehensive Plan. It will also include specific actions and a strategic framework to inform the work of the Office of Community Vitality's Economic Development Department.

The City has hired the consulting firm J Robertson and Company to assist with this effort. J Robertson is uniquely qualified to assist Olympia, having deep knowledge of our regional economy and having played an instrumental role in the development of Thurston Strong.

At the meeting, staff will provide an overview of:

- The process timeline, deliverables and community engagement
- What we have learned so far - Highlights from data and interviews
- What comes next - summer and fall

**Neighborhood/Community Interests (if known):**

Staff expects there will be high public interest in Olympia Strong. Accordingly, public information and engagement opportunities will be ongoing throughout the process.

A community survey will launch online on July 12 and be open through August 15. The survey is available at Engage Olympia.

**Options:**

1. Receive the briefing.
2. Do not receive the briefing.
3. Receive the briefing at another time.

**Financial Impact:**

The City Council has allocated \$100,000 toward development of Olympia Strong. \$90,000 has been allocated for consultant services and \$10,000 will go toward project staffing.

**Attachments:**

Timeline & Deliverables

Community Engagement Framework

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**Type:** report **Version:** 1 **Status:** Other Business

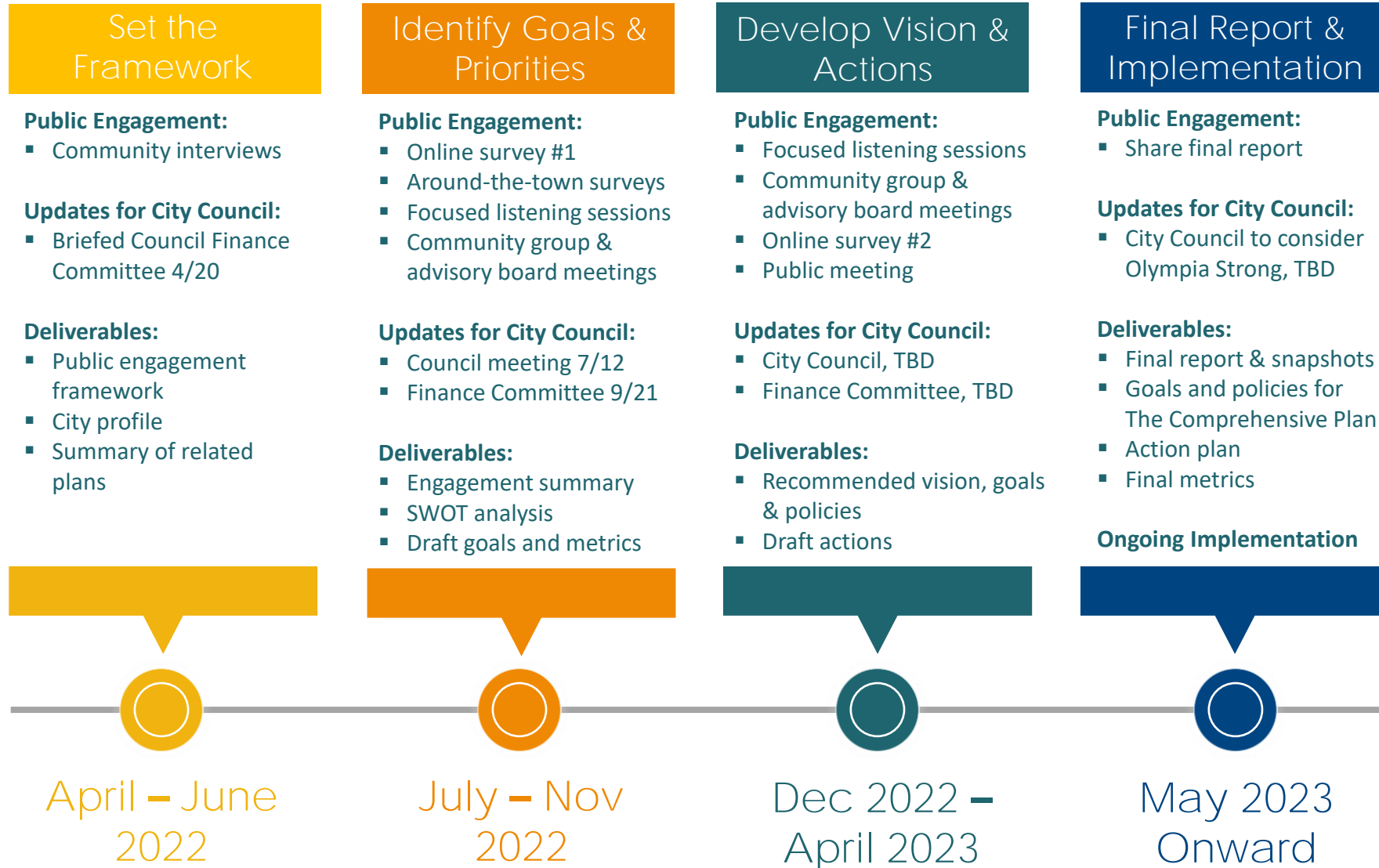
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Climate Analysis

Equity Analysis

[Link to Engage Olympia Webpage](#)

# Olympia Strong | Timeline



# Olympia Strong: A Roadmap for Economic Resiliency

## Community Engagement Framework

Working Document: 6/30/2022

### POINTS OF CONTACT:

- Primary Day to Day Contact: Amy Buckler, Strategic Project Manager, [abuckler@ci.olympia.wa.us](mailto:abuckler@ci.olympia.wa.us)
- Mike Reid, Economic Development Director, [mreid@ci.olympiwa.wa.us](mailto:mreid@ci.olympiwa.wa.us)
- Jason Robertson, JRO & Co., Consultant

### ENGAGEMENT GOALS:

- Follow the public participation goals & policies in the Comprehensive Plan, including:
  - Make information and outreach materials available through a variety of means.
  - Use creative methods to engage under-represented groups and people
- Strengthen relationships between City staff and those traditionally underrepresented in city affairs
- Provide information to the public about our economy, and seek input to shape plan for resiliency
- Clearly articulate what is being asked, how input will be used, and report back what was heard
- Find ways to cross-engage with other planning processes to expand awareness and reduce fatigue
- Manage expectations, address false assumptions and provide consistent messages

### GUIDING PRINCIPLES (WILL BE REFINED THROUGH PUBLIC ENGAGEMENT PROCESS)

- Expand on economic strengths and opportunities that Olympians value
- Adopt policies that sustain economic growth and help overcome hardships
- Elevate more people of all backgrounds and abilities into financial stability
- Attract investment and generate new revenue to fund community goals and needs
- Build on the resiliency work begun through Thurston Strong Recovery + Reset Plan

### ENGAGEMENT METHODS

- **City Council and Peer Purpose Leader Interviews (June-July)**
  - Goal: Understand strategic objectives and increase buy-in and support for the work
  - Council and exec team interviews
  - 10-15 external interviews
    - Schools, Business and Community Organizations, Workforce and Industry
- **Listening Sessions (July-Nov and beyond as needed)**
  - Goal: Gain a deeper understanding of needs and opportunities; engage hard to reach people
  - Small focus groups
  - In some cases, provide a small stipend for participation
  - SPSCC Black Scholars, BIPOC Business, People with Disabilities, Trade Labor Reps, Auto Mall, Medical Industry, on Poverty, Working Families, Construction Corp participants, Journey to Job participants, SPSCC DEI Center, Youth/Young Adults, Financial Sector (EDC facilitation)
  - Additional listening sessions may be identified as needed



- **Outreach to Representatives of Ethnic Organizations (Ongoing)**
  - Goal: Build relationships, identify how best to engage with populations
  - Identify key anchor representatives and have one-on-one conversations, share purpose of Olympia Strong, why input matters, and ask for help bringing folks into the process
  
- **Person-on-the-Street Intercept Surveys (July-Sept)**
  - Goal: Increase participation and awareness; engage people who ordinarily do not get involved
  - Carried out by interns using iPads
  - Key locations include, not limited to:
 

<ul style="list-style-type: none"> <li>▪ Downtown/Farmers Market events</li> <li>▪ Capitol Mall</li> <li>▪ Senior Center</li> <li>▪ Sporting events</li> </ul>	<ul style="list-style-type: none"> <li>▪ Bus stops/bus rides</li> <li>▪ Multifamily complexes</li> <li>▪ Grocery stores</li> <li>▪ Et al</li> </ul>
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- **Surveys (X2)**
  - Goal: Provide meaningful opportunity to shape the plan and build buy-in
  - July 12-August 15: Survey to help build the broader vision open on Engage Olympia
  - Winter 2023: Survey with potential actions to prioritize or rank
  
- **Community and City Advisory Board Meetings (mostly Oct-March)**
  - Goal: Build awareness, test ideas and foster relationships
  - Share data and what we are hearing, discuss action ideas, seek feedback
  
- **Community Meeting**
  - Goal: Provide meaningful opportunity to shape the plan and build buy-in
  - Early 2023 to share data and what we have learned, generate action ideas and priorities, seek feedback for Comp Plan goals and policies
  
- **Video (Release Dec 2022/Jan 2023)**
  - Goal: Summarize initial engagement/data, invite people of all walks into the process
  - Mayor and/or project manager intro
    - Purpose and relationship to other plans people care about
      - e.g., creative arts district, climate response, social justice, et al
  - Pertinent factoids re economic/workforce trends and conditions
  - Snippets from interviews
  - Connect to survey #2
  
- **Connect to other related planning efforts**
  - Goal: Share with and make use of public input from other related processes to expand our understanding and reduce public engagement fatigue
  - Several current planning processes relate to long term economic resiliency, such as the Capital Mall Triangle Subarea, Armory plan, Inspire Program, Creative District, Downtown Business Recruitment and Retention Strategy, Neighborhood Centers and Housing Action Plan implementation
  
- **Briefings for City Council and Finance Committee**
  - Goal: Identify key issues, provide updates, get direction at key points along the way

# **Olympia Strong: A Roadmap for Economic Resiliency**

## **Climate Analysis (a starting point)**

A Climate Framework is under development for use in staff reports. The purpose of the Climate Framework is to analyze and report on how a proposed action may impact climate mitigation strategies. The focus is on reduction of greenhouse gas emissions.

At this point the action for *Olympia Strong* is a public engagement process that will result in goals, policies and actions to shape community and economic development efforts. The process itself will not impact greenhouse gas emissions. However, the relationship between economy and climate change is worth considering at this stage. Later, specific actions can be analyzed using the Climate Framework.

This summary should be viewed as a starting point rather than a complete analysis.

### **Summary**

Climate change will affect our national and local economy in several ways. The City of Olympia will consider these effects as part of Olympia Strong.

There are several economic risks (and opportunities) associated with climate change and climate mitigation/adaptation:

- Risks include:
  - Scarcity of natural resources due to changing climate
  - Scarcity raising costs for Olympia businesses and consumers, including the City
  - Potential for a major weather event that causes extensive damage, personal and business financial distress, decline in property and sales tax revenues
  - Greater stress on the City budget for Sea Level Rise adaptation and other climate related repair, mitigation and adaptation
  - Potentially greater stress on housing costs posed by new energy requirements
  - Vulnerable communities such as those who are in poverty, working class or low income and lack a financial safety net are likely to suffer the most as the result of economic disruption or natural disaster, furthering inequality
  
- Opportunities include:
  - More demand for sustainable products
  - The shift to a low carbon economy is on, spurring advancement in technologies
  - Growth of the green job sector of the economy
  - Climate actions are welcomed by the Olympia community
  - The Thurston region's plans to focus growth into urban development patterns with high density, multi-modal neighborhoods having access to frequent transit consistent with recommended climate action
  - Communities that have climate adaptation values are more successful at attracting and retaining younger workers

A key area for us to explore with Olympia Strong is growth of green jobs. We have already heard from interviews that workforce needs are an issue. Currently there is greater demand for workers than there are trained workers in fields like HVAC and solar installation. With Olympia Strong we will look at support for implementation of climate mitigation strategies through job training, strategic investments and other programs that support climate action.

# **Olympia Strong: A Roadmap for Economic Resiliency**

## **Equity Analysis (a starting point)**

An Equity Framework is under development for use in staff reports. The purpose of the Equity Framework is to apply a basic equity lens to a proposed action or project to analyze and summarize its equity impacts. Equity takes into consideration how past or current injustices may have created unequal starting points or differing needs for certain groups of people.

The City of Olympia is kicking off a long-term planning project called *Olympia Strong: A Roadmap for Economic Resiliency*. At this point the action is a public engagement process that will result in goals, policies and actions to shape community and economic development in Olympia. Here, the draft Equity Framework has been applied to the public engagement process. This should be viewed as a starting point rather than a complete analysis of what is inevitably a complicated and nuanced issue.

### **Summary**

#### **Who will benefit from this action?**

Resiliency refers to an ability to adapt, recover quickly from challenges and thrive. Through a public process called Olympia Strong the City will identify actions to improve economic resiliency for:

- Olympia residents,
- Businesses,
- The broader community (organizations, schools, etc.), and
- The City of Olympia organization itself.

The outcome of this process will be a strategic framework and specific actions the City and partners can take to achieve community-defined economic goals. Whomever participates in the process will inevitably shape the outcome. To advance equity, the City will make concerted efforts to engage people and groups underrepresented in local decision making or traditionally marginalized from economic opportunity as the result of systemic racism, discrimination and other barriers.

#### **Who will be burdened by this action, and how?**

In general, public engagement can be both a benefit and a burden to a person. Beneficial because it is an opportunity to help shape outcomes that affect the community. A burden as it takes time away from other life endeavors.

But the burden of engaging in typical government processes may be greater for those who work long hours, are raising children or caring for loved ones, face disability or personal health issues or do not speak English as a first language. These factors increase for households that are lower income, working class<sup>1</sup> and in poverty. These are the very people who face the steepest barriers to economic resiliency, and for whom the City wishes to reach with the Olympia Strong public process and resulting actions.

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<sup>1</sup> Generally, working class refers to people in jobs that provide low pay and have reduced skill or education requirements, like services sector jobs such as clerical, retail sales, and low-skill manual labor vocations.

Another public engagement burden has to do with racism and discrimination, as City staff heard during listening sessions for Reimagining Public Safety, Social Justice & Equity and the Armory Creative Campus. Despite the City's sincere and concerted efforts to engage marginalized populations, for many people who are Black, Indigenous, of color, or from other marginalized groups such as those who are LGBTQ, Disabled or Immigrants, current and historic discrimination make it hard to trust government. Also lack of representation and microaggressions that occur during public meetings can make participation uncomfortable.

The City's goal is to improve economic resiliency and equity as an outcome of this work. Thus, it is especially important to include people most impacted through an intentionally designed process.

### **How did the demographic data shape the picture of who benefits and who is burdened?**

In approaching this work, we recognize the economic burdens of systemic racism and discrimination, as well as being in poverty, working class and low income. The following is by no means a complete picture, but here are some things we know from the data.

Demographic data provided by the U.S. Census American Community Survey (ACS) shape a picture of the economic disparity in Olympia and Thurston County between those who are:

- White vs. Black, Indigenous, Latino/Latina/Latinx, Multiracial or other communities of color
- Disabled vs. not disabled
- Renters vs. homeowners

Data also demonstrate that an approximate third of Olympia residents struggle to make ends meet. These households are below the federal poverty line or below the United Way's ALICE Threshold, meaning Asset Limited, Income Constrained, Employed. Approximately one third of Olympia residents are also housing cost burdened, meaning they spend more than 30% of their income on housing.

Various data also shape a picture of adverse health effects for populations subjected to racism and discrimination as a result, such as for people who are Black, Indigenous, of color, and from other marginalized groups such as those who are Disabled, LGBTQ or Immigrants. The adverse health effects perpetuate negative economic outcomes for these individuals as well as society.

Youth also deserve a special focus. Anecdotally, we know many youths are struggling with lack of hope, lack of support or lack of resources and guidance. ACS data reveals growing rates of disconnected youth in Olympia (youth 16-19 years in age that are not in school, not high school graduates and unemployed.) While not fully understood, this data is concerning and needs to be further explored. National data also reveals high rates of suicide ideation and attempt among LGBTQ youth as a result of discrimination and social isolation. This is concerning for a number of reasons, including the toll poor mental health takes on a young person's trajectory to college and career pathways. Studies also show that young adults from socioeconomically disadvantaged backgrounds are less likely to achieve employment and economic stability by age 30.

We are still analyzing the data, what it means for Olympia specifically and the limits of the data we have available. At this stage, we generally understand that: 1) certain groups face steep economic burdens as the result of systemic racism and discrimination, as well as being in poverty, working class and low

income, 2) these groups are less likely to have the economic means to weather financial disruption and hardship, and 3) the burden of participating in public engagement may be higher for these same groups.

See appendix for references.

### **How does the project impact known disparities in our community?**

The first step to improving economic resiliency and equity through Olympia Strong is to intentionally design the public process to reach people who face high economic burdens as the result of racism and discrimination, being in poverty, working class and low income. Accordingly, the public participation framework emphasizes the importance of outreach to these groups through:

#### **Listening Sessions**

- Including focused conversations with BIPOC populations, people with disabilities, those who are working class, youth and young adults including those who are LGBTQ, and people experiencing homelessness participating in the Journey to Jobs program.
- A session on poverty with subject matter experts to gain a better baseline understanding of barriers, needs and what is currently being done at a statewide and local level.
- In some cases, meals, stipends and childcare will be provided to participants.
- Additional listening sessions may be identified as we learn more.

#### **Outreach to Ethnic Group Leaders**

- Outreach to representatives from various ethnic organizations in an attempt to build and strengthen City relationships and seek help reaching populations.
- Design outreach opportunities based on what we learn. Use translation and interpreters as needed.

#### **Person-on-the-Street Interviews**

- For a three-month period, interns and staff will stage at various locations throughout the City to reach people who may not ordinarily get involved in City government. We will intentionally stage at locations where people of all incomes, races and ethnicities are likely to congregate, including bus stops, grocery stores, multifamily apartment complexes, churches, etc.

#### **Share what we learn with the community and partners**

- Through conversations with community and economic development partners in the region, City advisory boards and other community groups we will share what we are learning and build ideas and buy-in for action.
- Connect what we learn to partnership actions that lift barriers and increase economic opportunity for marginalized people.

#### **Conclusion**

The City of Olympia cannot solve systemic racism and discrimination with one project. Our objective with the public process for Olympia Strong is to improve upon past practice, build new relationships and employ techniques that reach people in our community who have traditionally been marginalized. This is part of an ongoing effort to advance equity in City decision making and outcomes for our community.

## Data Sources

### Data Profile from U.S. Census Bureau's American Community Survey

An initial data profile was completed by Jason Robertson & Co. for the City of Olympia, using ACS data averaged over 5 years from 2016-2020. Staff and the consultant are still analyzing this data. Initial findings reveal economic disparity based on housing tenure, gender and disability. Data regarding rising rates of disconnected youth in Olympia needs to be better understood and will be further explored.

*Available upon request.*

### Olympia Economic Ecosystem Study

A 2020 report by Harvey M. Rose and Associates, LLC provided baseline information to assist in the City's policy and decision making. Among other things, the report highlights issues of higher poverty rates and lower earnings in Olympia than in the comparison jurisdictions of Lacey, Tumwater, and Thurston County as a whole.

*Report available Upon Request.*

### Olympia Housing Action Plan (HAP)

The HAP was accepted by City Council in June of 2021. The report includes a section on Equity in Housing Affordability (pages 11-15.) In summary, not all households have access to affordable housing. Across Thurston County, people of color — those identifying as Hispanic or a race other than white alone — tend to have lower incomes, are less likely to own their own home, are more likely to be housing cost-burdened, and are more likely to experience homelessness. Across the United States — including in Olympia — policies such as redlining and inclusionary zoning and covenants have led to and reinforce housing inequities faced by people of color. Lower income households — who are disproportionately headed by people of color — are generally disadvantaged in terms of where and what they can afford. They tend to spend more on their housing, having less income to spend on other life pursuits, such as education, retirement or health care.

*Available at: [https://www.olympiawa.gov/government/codes,\\_plans\\_standards/housing\\_action\\_plan.php](https://www.olympiawa.gov/government/codes,_plans_standards/housing_action_plan.php).*

### The Brookings Institute

A study titled Diverging Employment Pathways Among Young Adults Martha Ross, Gabriel Piña, Kristin Anderson Moore, Jessica Warren, and Nicole Bateman used trajectory analysis to explore the extent to which young adults from socioeconomically disadvantaged backgrounds achieve employment and economic stability by age 30. The study reveals children born to families with low incomes are disproportionately likely to earn low incomes themselves in adulthood. Children of teen parents and children of parents without postsecondary education also struggle to get a solid foothold in the economy. Additional factors associated with low earning and low upward mobility include gender and race/ethnicity, incarceration, work-limiting health conditions, or prolonged unemployment. The report ends with several policy recommendations.

*Available at: [https://www.brookings.edu/essay/pathways-to-upward-mobility-overview/?utm\\_campaign=Brookings%20Brief&utm\\_medium=email&utm\\_content=217394132&utm\\_source=hs\\_email](https://www.brookings.edu/essay/pathways-to-upward-mobility-overview/?utm_campaign=Brookings%20Brief&utm_medium=email&utm_content=217394132&utm_source=hs_email)*

## **The Trevor Project**

The Trevor Project is a nonprofit suicide prevention and crisis intervention organization for LGBTQ youth. Their 2022 National Survey on LGBTQ Youth Mental Health captures the experiences of nearly 34,000 LGBTQ youth ages 13 to 24 across the United States, with 45% of respondents being LGBTQ youth of color and 48% being transgender or nonbinary. The survey demonstrates that rates of suicidal thoughts have trended upward among LGBTQ young people over the last three years. 45% of LGBTQ youth said they seriously considered suicide in the last year — including 53% of those who are transgender or nonbinary and 14% who reported they had carried out a suicide attempt. The Trevor Project stresses that poor mental health outcomes are the result of “minority stress” like social stigma and are not the direct result of sexual orientation or gender identity. The report suggests a simple path forward that could shield young people from serious harm: welcoming communities.

Available at: <https://www.thetrevorproject.org/survey-2022/>

## **United for ALICE**

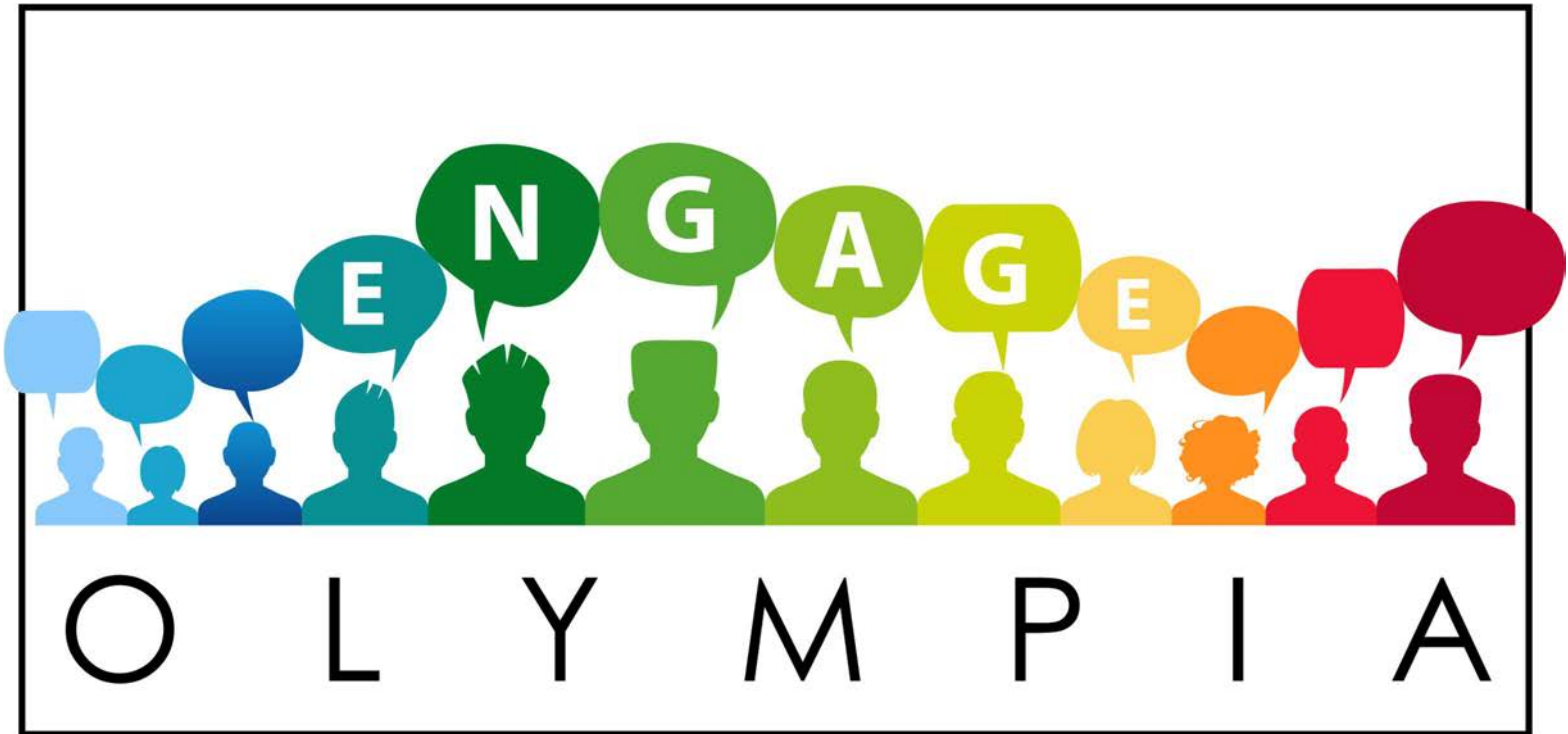
The United Way’s ALICE reports provide a measure of economic hardship. ALICE is a measure of children growing up in households that earn above the Federal Poverty Level but below the cost of household basics. These households are Asset Limited, Income Constrained and Employed. According to an ALICE in Focus briefing for Washington in 2019, 34% (12,634) children in Olympia, Lacey and Tumwater were growing up in hardship - in households that do not earn enough to afford the basics needed to live in a modern economy (housing, childcare, food, transportation, a smartphone plan and taxes.) The report reveals some racial/ethnic groups are disproportionately represented among ALICE children. Also, households that include someone who has a disability, or those who are not native to the U.S. or with limited English-speaking ability are also disproportionately likely to be ALICE. A National report, *The Pandemic Divide*, reveals ALICE households were significantly more impacted by the pandemic than non-ALICE households.

Available at: <https://www.unitedforalice.org/>



Recommended projects

- OPD Body Cams & Car Video  
1985Views0Subscribers
- Neighborhood Centers  
329Views0Subscribers
- Olympia Strong: A Roadmap for Economic Resiliency  
8Views0Subscribers



Home / Olympia Strong: A Roadmap for Economic Resiliency

# Olympia Strong: A Roadmap for Economic Resiliency





## What's Happening?

The City of Olympia is engaging the public in a plan for economic resiliency. This process will identify a long-term strategic framework and identify specific actions the City can take to help residents, businesses and the broader community weather challenging times. We are also focused on the City organization itself, to ensure revenues are available over the long-term to fund community goals.

## Background

At the onset of the COVID-19 pandemic, Olympia joined forces with economic development partners from around the region in an effort known as Thurston Strong. The partners took immediate action to respond to the emergency, setting up a hotline for local businesses and impacted workers, distributing \$9 million in grants and ensuring access to personal protective gear.

The partners then developed a 24-month plan of action aiming to accelerate the region's Economic Recovery and Reset. The plan outlines immediate actions for stabilizing the economy, supporting workforce development and expanding pathways to more people. With implementation underway, it is time for Olympia to focus on the long-term resiliency for our city and community.

## Why a focus on resiliency?

Resiliency refers to the capacity of people and organizations to adapt and recover quickly from difficulties, and to thrive in the face of long-term challenges.

We recognize Olympia has many strengths. Among them, an overall stable economy, top-rated schools and people and organizations who genuinely care and work together to make a positive difference. We also face challenges which disrupt our economic system such as climate change, a housing crisis and workforce and

supply shortages.

Disruption inevitability leads to change, and we have an opportunity to shape what kind of change that is over the long-term. Olympia Strong invites our community to imagine our economic system in new ways. In this process, we will explore how we might leverage our strengths differently and create new opportunities to:

- Build on the resiliency work of Thurston Strong,
- Expand on economic strengths and opportunities that Olympians value,
- Sustain economic growth and help people overcome hardships,
- Elevate more people of all backgrounds and abilities into financial stability, and
- Attract investment and generate new revenue to fund community goals and needs.

## Get involved

### Take the survey

Help us form the broader vision. Take the community-wide survey below through August 15.

### Schedule a presentation

Invite staff to host a discussion with your community group. Between October 2022 – March 2023 City staff are available to present to community groups. We'll share some data about our economic ecosystem, what we are hearing from the public and discuss ideas for action. To schedule a presentation, please contact Amy Buckler at [abuckler@ci.olympia.wa.us](mailto:abuckler@ci.olympia.wa.us).

SURVEY

## Resiliency Survey

Thank you for taking time to complete this brief survey. *Olympia Strong: A Roadmap for Economic Resiliency* is an extension of *Thurston Strong* work initiated during the pandemic. Goals include creating pathways to economic resiliency for more people and building inclusive economic systems that better enable our community to weather challenging times.

In this first phase of the project, we are inviting people to help create the broader vision. We're interested in learning about your perception of Olympia's economy now, and what you'd like to see or be able to say about economic opportunities a decade from now. **Let's get started!**

Take Survey



## Who's Listening

### Amy Buckler

Strategic Projects Manager

**Email** [abuckler@ci.olympia.wa.us](mailto:abuckler@ci.olympia.wa.us)



### Mike Reid

Economic Development Director

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## Lifecycle



### Set the framework

*April - June 2022*

Develop the public engagement framework and background information.



### Identify goals & priorities

*July - Nov 2022*

Community surveys and listening sessions. Development of draft goals and metrics.



### Develop vision & actions

*Dec 2022 - April 2023*

Community group and advisory board meetings, public meeting and survey. Develop actions and recommendations.



### Final report & recommendations

*May 2023 Onward*

Present final report to the City Council, including goals, policies, a 6-year action plan and metrics.

## Documents

 [Thurston Strong Plan \(1.32 MB\) \(pdf\)](#)

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