

**AGREEMENT FOR USE OF CITY PROPERTY  
TO CONSTRUCT HOUSING RELATED STRUCTURES  
for  
THE QUINCE STREET MITIGATION SITE**

This Agreement is made and entered into as of the “Effective Date” (as defined below) by and between *The City of Olympia* (“City”) and *Catholic Community Services* (“CCS”).

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and CCS agree as follows:

**1. License for Temporary Use of Property.** The City hereby grants CCS, a temporary license (“License”) to enter onto the Property located at 1215 Quince Street SE, Olympia, WA 98501 (“Property”) ), which is depicted on **Exhibit “A”** attached hereto and incorporated herein by this reference. The purpose of the license is to use the Property for the sole purpose of the construction of micro-shelters, office space, and laundry facilities to be used at the Quince Street mitigation site. This Agreement permits CCS, its employees , volunteers, and invitees: (a) to enter onto, access, and use the Property, including the utilities, for the sole purpose of constructing housing related facilities, the plans for which are shown on **Exhibit “B.”**

**2. CCS Responsibilities on Property.** During any work in and around the Property, CCS will (a) perform all work in a safe manner consistent with prudent construction standards; (b) perform all work in such a way and at such time of day as to minimize unreasonable interference with the neighborhood residents and businesses; (c) obtain prior to the commencement of any work all federal, state and municipal permits, licenses and approvals required in connection with any conduct or work of CCS employees, volunteers, or other invitees on the Property; and (d) properly supervise the work of any employees, volunteers, invitees of CCS through appropriate written and verbal direction. Such direction shall include but not be limited to expectations for the work to be conducted, appropriate instruction and training (if necessary), and proper workplace safety practices.

**3. Equipment.** All risk associated with acquisition, use, care, operation, and storage of Equipment will be borne by CCS. The City will not be liable for damage to, theft of, misappropriation of, or loss of, the Equipment. Nor shall the City be subject to liability related to any use or operation of Equipment except if when due to the sole negligence of the City, its officers, officials, or employees.

**4. Materials Donation.** The City agrees to donate certain materials outlined on **Exhibit “C”** for the purpose of assisting the poor and infirm to obtain shelter from the elements.

**5. Effective Date/Term.** This Agreement is effective on the date of the last authorizing signature affixed hereto and will terminate on the completion of the construction activities or December 31, 2022, whichever occurs earlier, unless extended in the manner described herein.

**6. Communication/Notice.** Whenever any notice or other communication (collectively, “Notice”) is required under this Agreement, it must be in writing and sent with appropriate evidence of receipt:

Communication to the City :

*City of Olympia*  
Patrick Knouff, Engineering Project Coordinator  
601 4<sup>th</sup> Ave E  
Olympia, Washington 98501  
[pknouff@ci.olympia.wa.us](mailto:pknouff@ci.olympia.wa.us)  
360-753-8352

Communication to CCS:

***Catholic Community Services***

Mike Curry, Agency Director CCS Southwest  
1323 S Yakima Ave  
Tacoma, WA 98405  
[MikeC@ccsww.org](mailto:MikeC@ccsww.org)  
253-502-2688

Notice will be deemed effective on the date shown on the return receipt if given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service or an email confirming that the party has received the email. Either party may change its address by giving notice of such address change.

**7. Indemnification /Hold Harmless.**

CCS shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of CCS and the City, its officers, officials, employees, and volunteers, CCS's liability hereunder shall be only to the extent of CCS's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes CCS's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Insurance.** Without limiting the liabilities or indemnification obligations of CCS, CCS will, at all times during the Term, carry and maintain at its expense the following insurance from insurers with minimum Best's ratings of "A-VII" authorized to do business in Washington state: (a) Workers' Compensation insurance in accordance with the law of the state where any work under this Agreement is being performed including Employer's Liability insurance with limits not less than \$1,000,000 each accident; (b) Commercial General Liability Insurance with an occurrence limit of not less than One Million Dollars (\$1,000,000) and an aggregate limit of not less than Two Million Dollars (\$2,000,000) covering personal injury, bodily injury, death, property damage, products/completed operations and contractual liability; (c) Commercial Automobile Liability with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this Agreement; and (d) "All Risk" property insurance covering its Equipment and other personal property in sufficient amounts to cover any loss of such Equipment and personal property.

The City of Olympia, its officials, officers, employees, and volunteers will be included as additional insureds on the policies described in subsections (b) and (c) above. The coverage described in subsection (b) will be primary and not contributory to any insurance maintained by the City. Prior to CCS commencing any work under this Agreement, CCS will provide the City with evidence of the required insurance.

**9. Counterparts, Facsimile, and Electronic Mail Signatures.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

**10 Public Records.** Records created pursuant to this Agreement may be subject to the Public Records Act and parties agree to cooperate to advance the stated purpose of such Act. Records that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure and release under Washington's Public

Records Act. A “public record” includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency, regardless of physical form or characteristics. RCW 42.56.030 requires that the Public Records Act be liberally construed, and its exemptions narrowly construed to promote public policy and to assure that the public interest will be fully protected. For that reason, the City will make the sole determination as to whether or not records possessed by CCS related to this Agreement meet the definition of a “public record” as well as whether, and to what extent, any exemption applies.

If CCS disagrees with the City’s determination or believes the records are subject to an exemption, the City agrees to notify CCS via written notice to CCS and to provide CCS with ten (10) business days to obtain and serve on the City a court order specifically preventing release of such records. The City agrees not to release any records until CCS is provided such notice and the ten (10) business days to serve an injunction on the City to prohibit such disclosure has elapsed.

Should CCS fail to provide records related to this Agreement to the City within ten (10) business days of the City’s request for such records, CCS Agrees to indemnify, defend, and hold the City harmless for any public records judgment (including fines and penalties) against the City for failure to disclose and/or release such records, including costs and attorney’s fees. This section shall survive expiration of the Agreement.

**11 Authority to Amend.** The Project Manager for each party is the same as those identified in the Notice of provision under #6. The Project Managers have authority to modify the materials list and term of Agreement, so long as any such modification is consistent with the purpose as set forth herein and is clearly stated in a written amendment signed by each Project Manager and filed with this Agreement. For the City, all other modifications must be authorized by amendment signed by the City Manager.

**12 Ratification.** Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

**I certify that I am authorized to execute this Agreement on behalf of the entity for whom I am signing.**

*Catholic Community Services*

*City of Olympia*

Mike Curry  
Mike Curry, Agency Director CCS Southwest  
[MikeC@ccsww.org](mailto:MikeC@ccsww.org)

Steven J. Burney, City Manager  
[jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)

Date of Signature: 08/09/2022

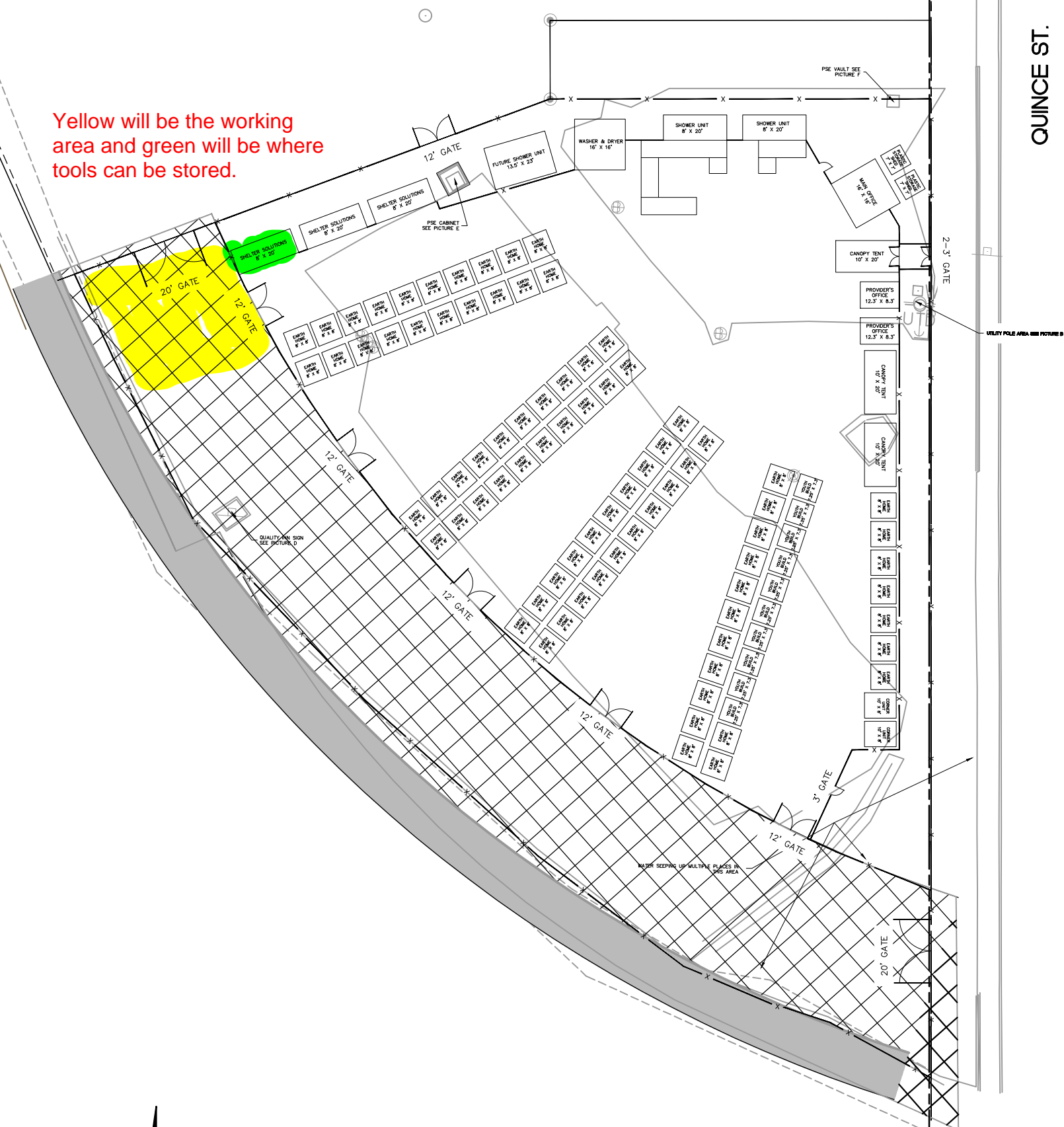
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

  
Deputy City Attorney

***Exhibit "A"***  
***PROPERTY***

Yellow will be the working area and green will be where tools can be stored.



QUINCE ST.

UTILITY POLE AREA SEE PICTURE B



SCALE: 1"=40 FEET



*Exhibit "B"*  
*PLANS FOR STRUCTURES TO BE BUILT*



Picture of “Microshelter”  
(same form factor as “Microhouse”,  
but without formal door or windows)



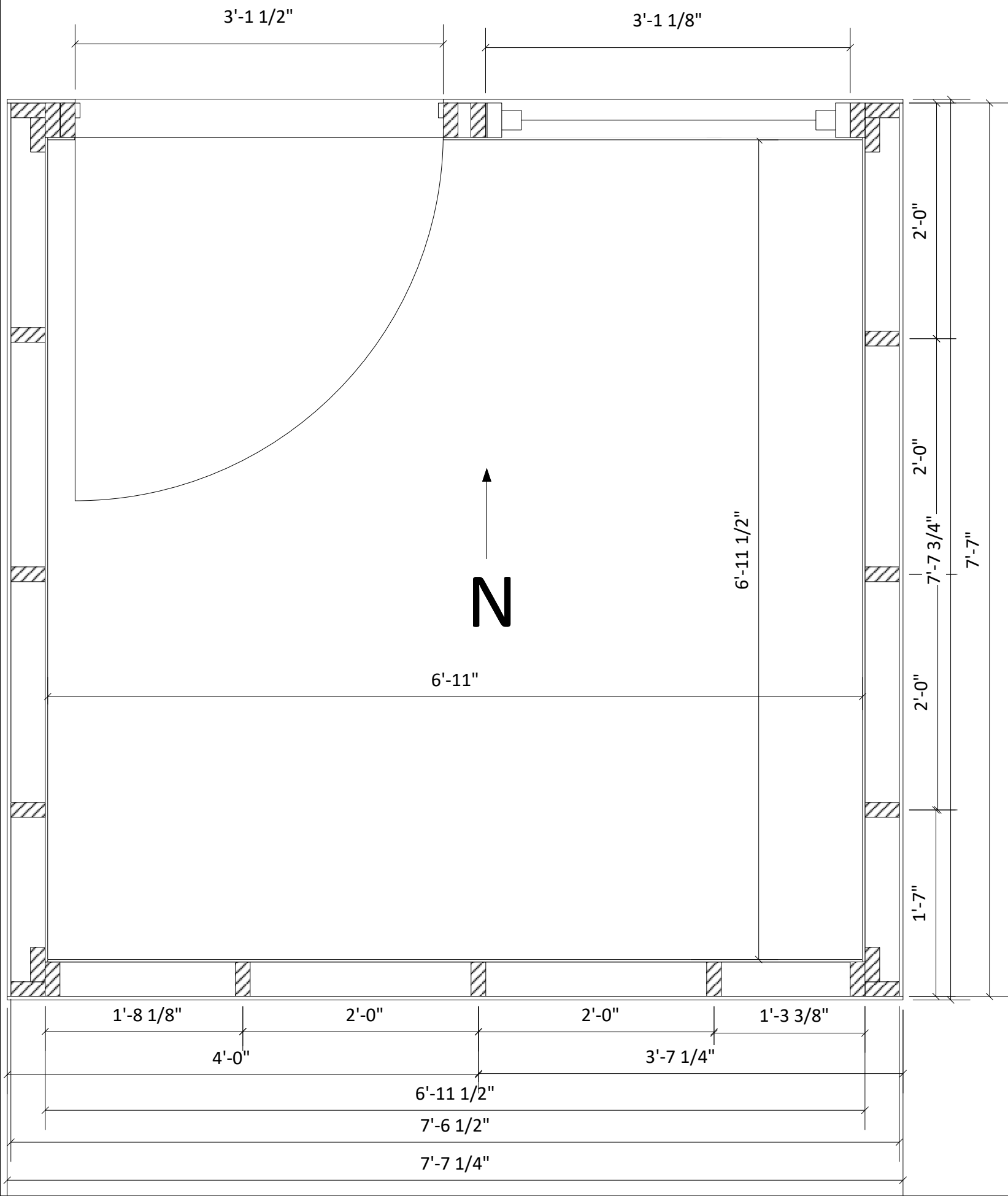


## Materials List for 5 8x8 Microhouses (Lowe's, retail)

[illegible]

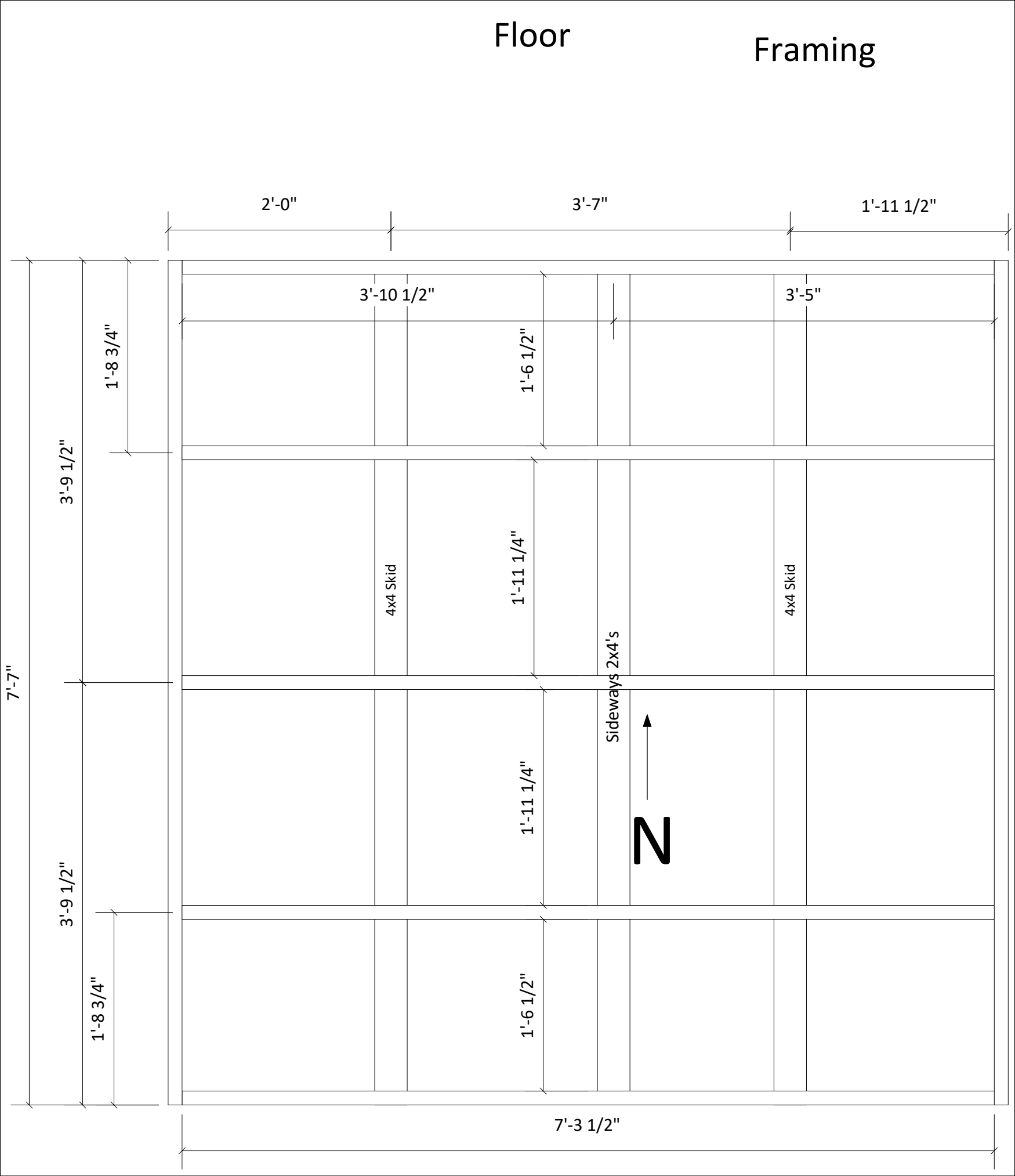


Top View



Floor

Framing



Floor

Flooring

7'-6 1/2"

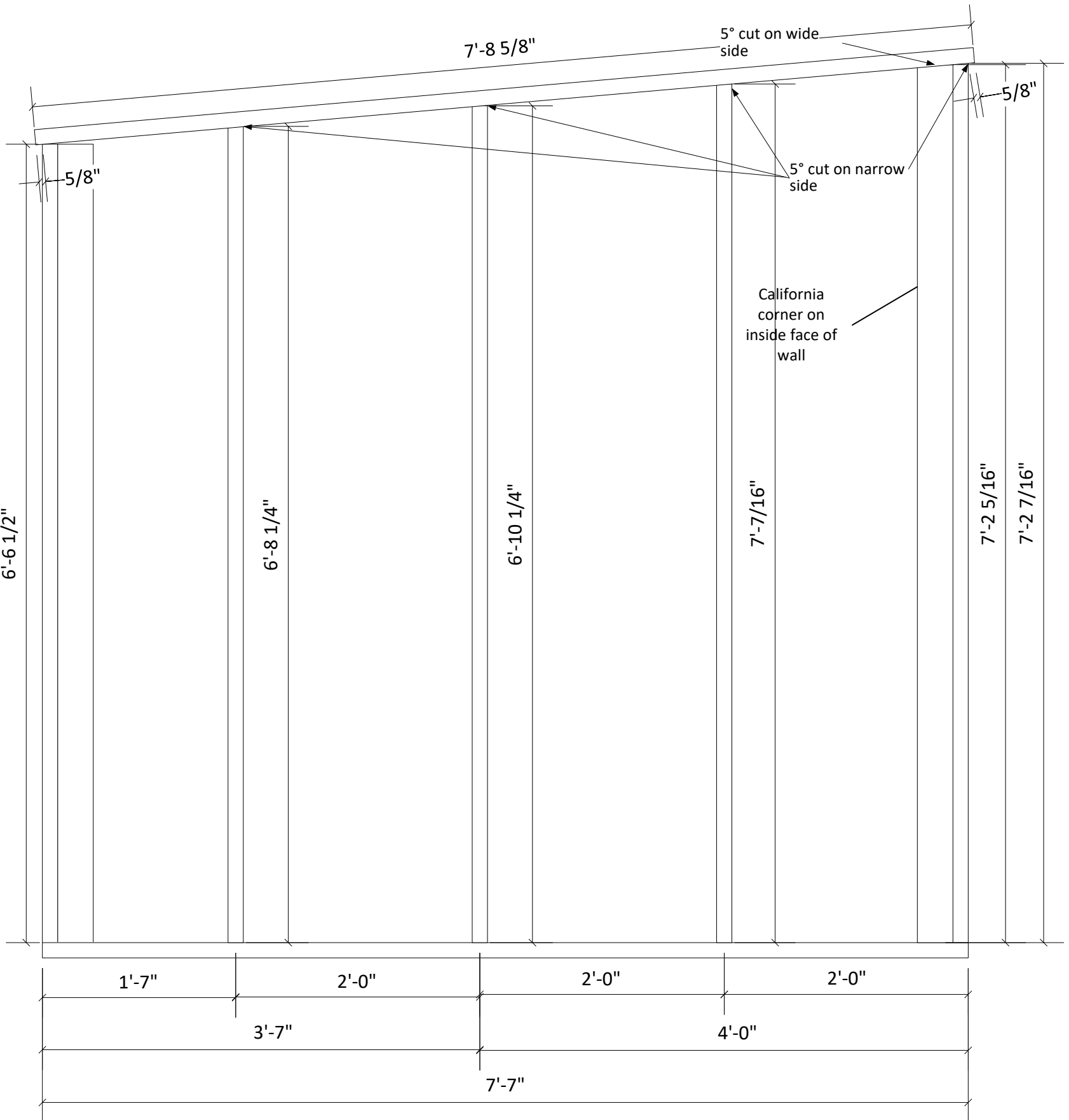
4'-0"

3'-6 1/2"

7'-7"

N

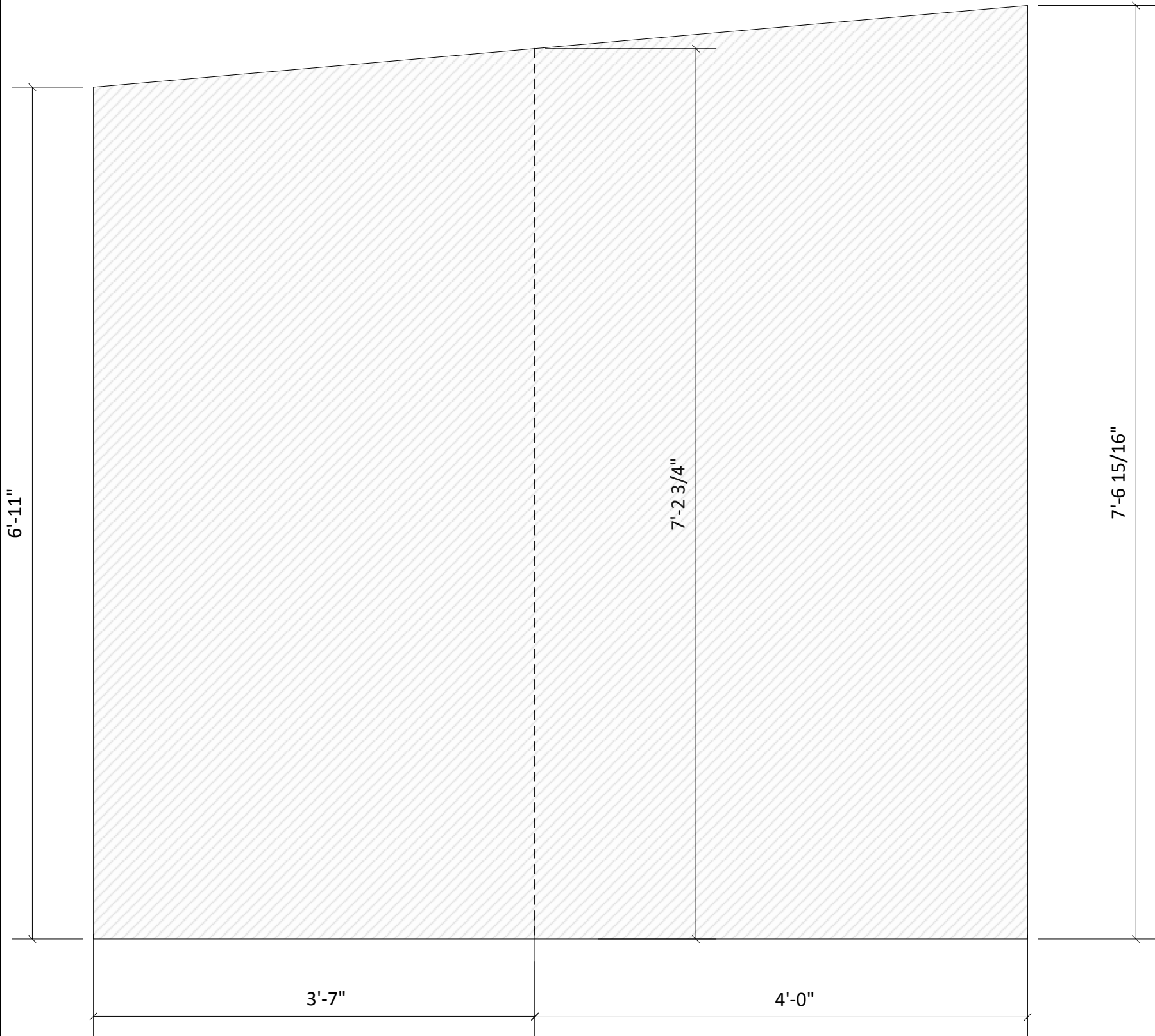
**N** →





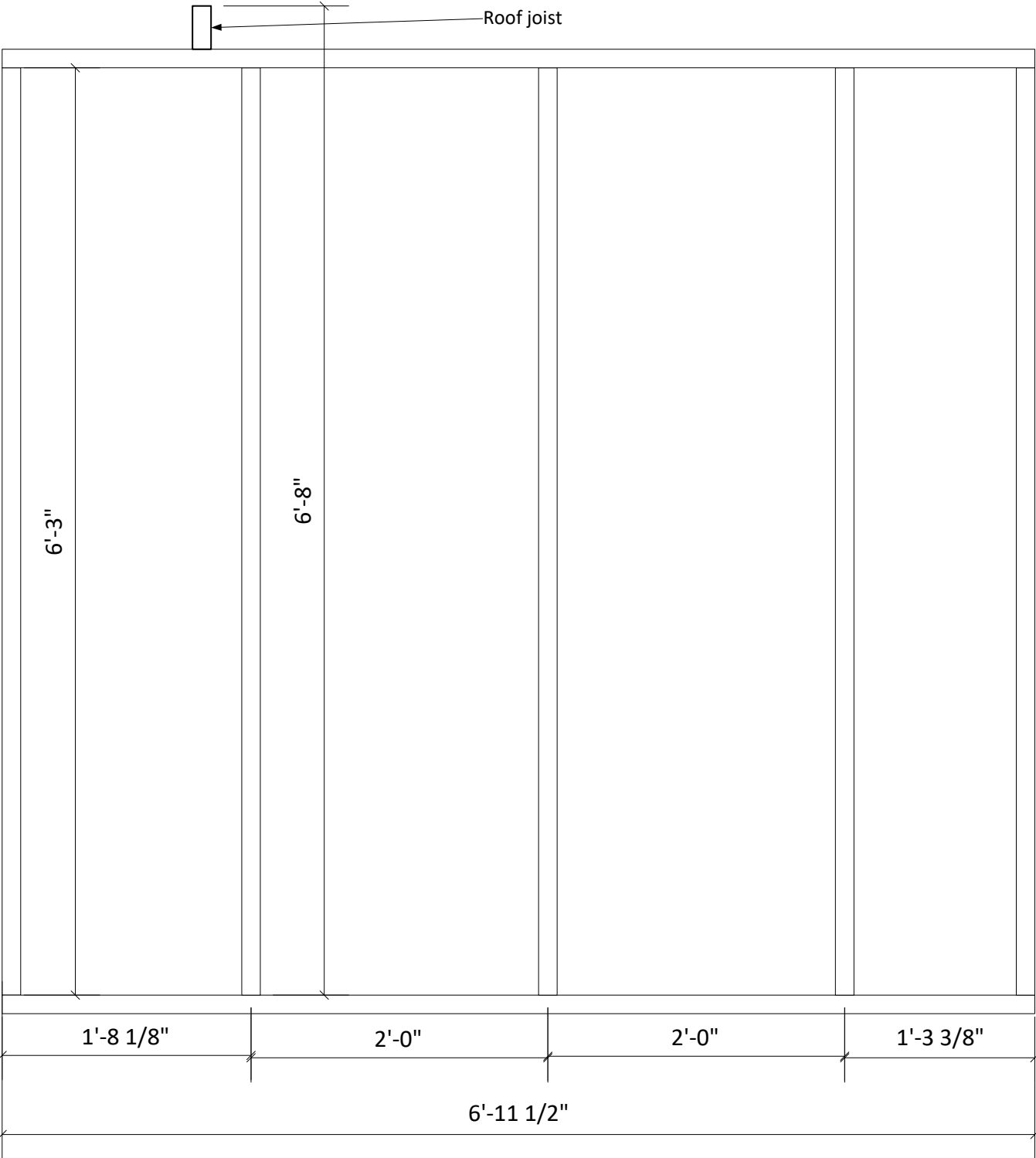
E-W Walls  
(2, 1 mirrored)

Plywood



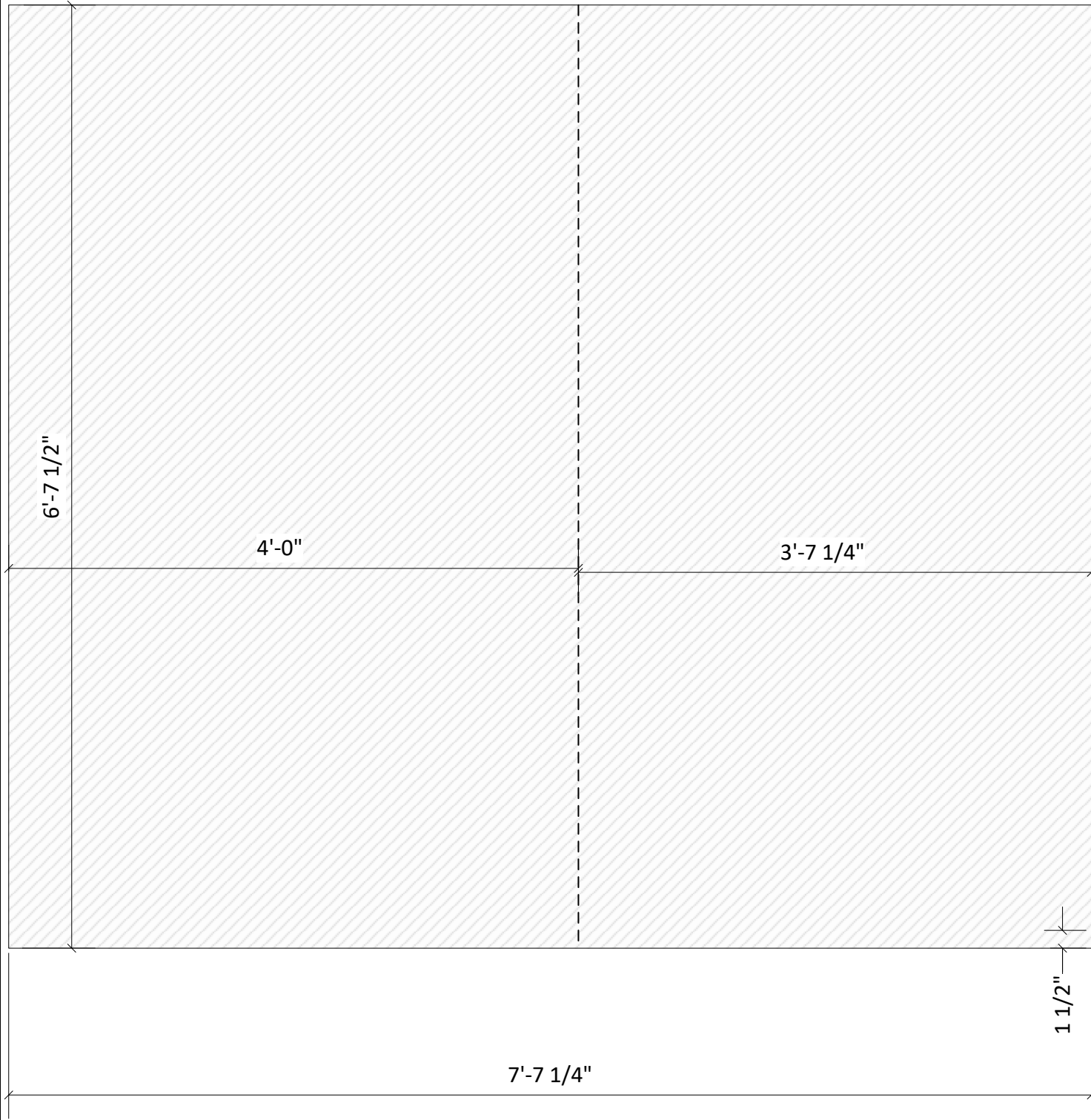
# S Wall

# Framing

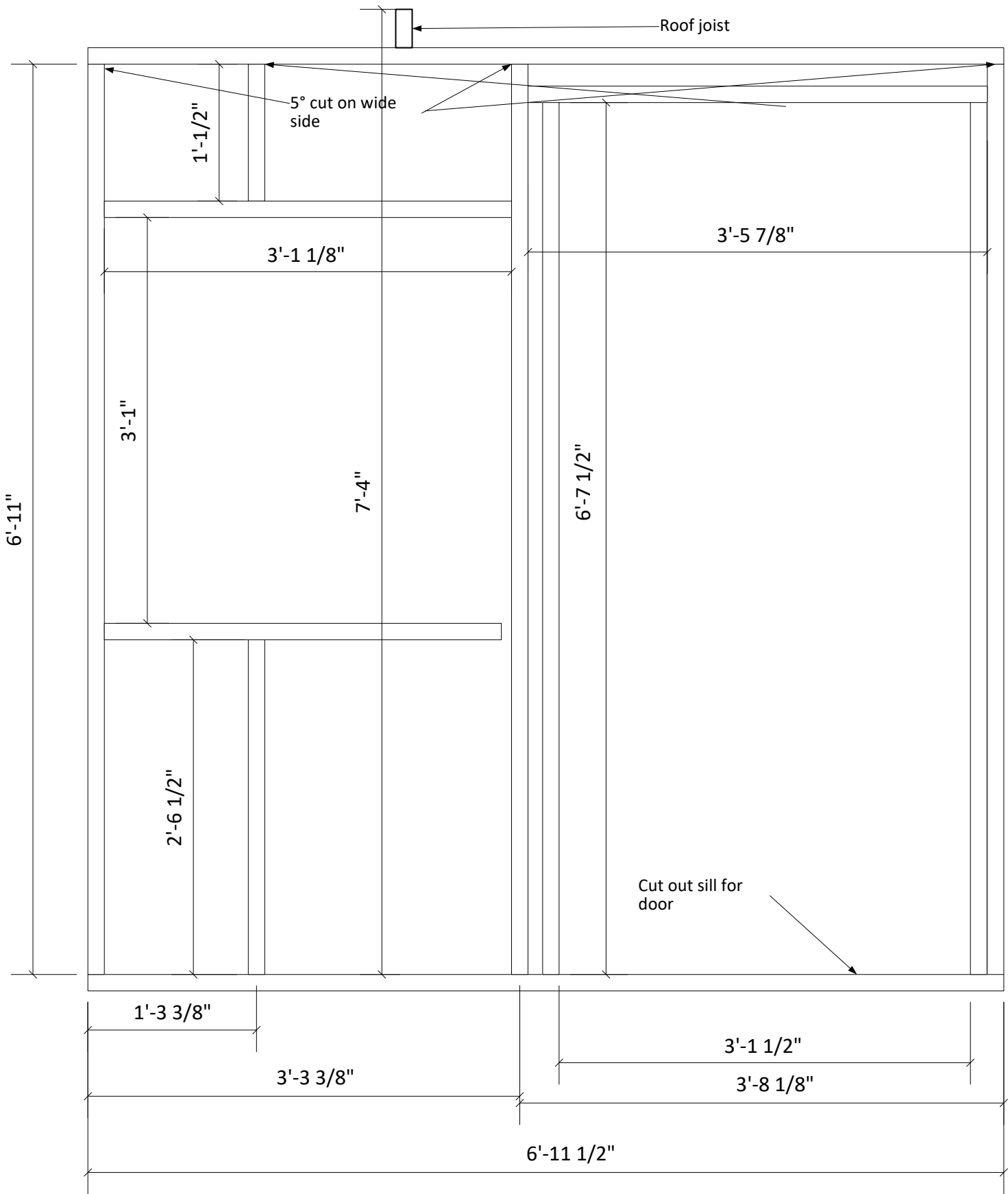


S Wall

Plywood



# N Wall      Framing





N Wall

Plywood

3' 1" Roughin for 3' Window

3' 1 1/2" x 82" Roughin for 3' x 80" Door

3 9/16"

6 15/16"

1 1/2"

3'-7 1/4"

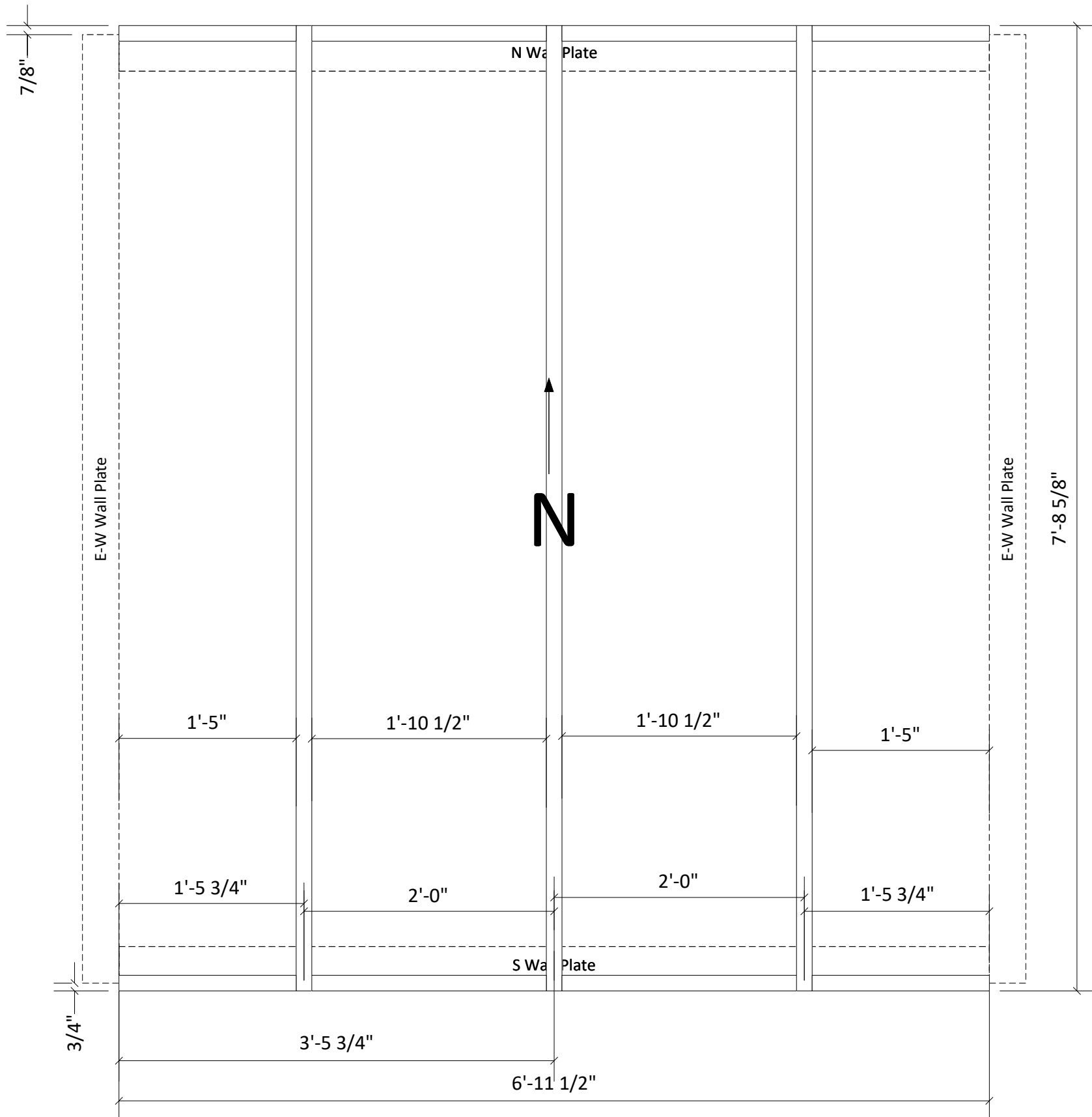
4'-0"

7'-7 1/4"

7'-3 1/2"

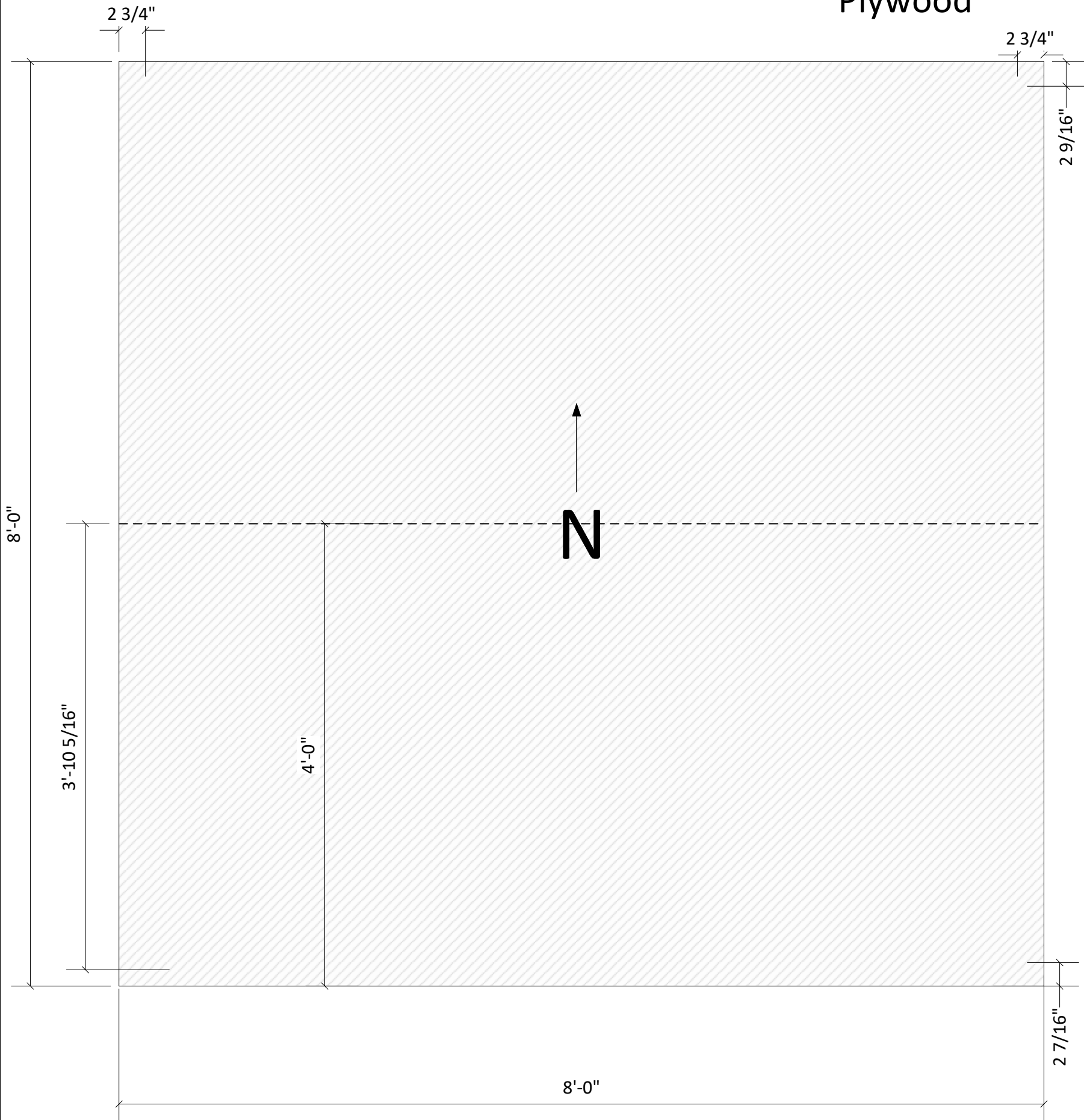
# Roof Joists and Plywood

## Framing



Roof Joists and Plywood

Plywood



***Exhibit "C"***  
***MATERIALS DONATION***



## City of Olympia Quince street microshelter building materials.

Line	Description	Quantity per	Quantity Total (17 units)
1	8' 2x4	48.25	820.25
2	8' 2x4 pressure treated	2	34
3	4'x8'x3/8" CD plywood	20	340
4	4'x8'x5/8" (or 1/2") CDX plywood for floor	2	34
5	1x2x8' Trim	18	306
6	1x3x8' Trim	6	102
7	Batt insulation for walls and ceiling	0.37	6.29
8	Rigid insulation for the floor	2	34
9	3' x 72" roofing felt	0.33	5.61
10	9'x9' metal roofing and screws	3	51
11	8' drip edge flashing	1	17
12	sheet vinyl flooring (8x8 = 64 sq ft. )	64	1088
13	3' X 80" door	1	17
14	2' window	2	34
15	door knob	1	17
16	dead bolt	1	17
17	5 gallon semi gloss exterior paint (2 coats)	0.5	8.5
18	mildewcide	0.5	8.5
19	paint roller covers	0.3	5.1
20	paint burshes	0.3	5.1
21	paint roller pan covers	0.3	5.1
22	21, 3"x.120 framing nails, exterior, galv., 100 pcs	0.3	5.1
23	1-1/4" rofoing nails, 7200	0.2	3.4
24	Hurricane ties for midspans	6	102
25	hurricane ties for ends	4	68
26	#10 x3=1/8" lag screws	0.13	2.21

## Office Building Materials

Line	Description	Quantity per unit
27	16' 4x4 pressure treated beams	4
28	2X4 studs 92 5/8"	85
29	2x4 16'	12
30	2x4 10'	35
31	2x8 20'	2
32	2x6 16'	8
33	2x6 8'	14
34	1/2" plywood sheeting	14
35	4x9 sheets 1/2" T-1-11 8" oc OSB siding	18
36	4x8 sheets 3/4" flooring OSB	8
37	16' 5/4 X 4 white wood	3
38	10' 5/4 x 4 white wood	4
39	16' 5/4 x 6 white wood	3
40	Z flashing 1/2" x 10'	4
41	whitewood SPF PR 1x6 x 16'	1
42	whitewood SPF PR 1x3 x 10'	10
43	whitewood SPF PR 1x3 x 16	8
44	whitewood SPF PR 1x2 x 16	2
45	concrete piers 4x4 saddle with screw height adjustment	9
46	Simpson 2x6 joist hangers and nails	24
47	4x8 sheets 1/2" plywood (ceiling – good on one side)	10
48	4x8 sheets 3/4" melamine white panels	22
49	4x8 sheets 2" rigid insulation	8
50	36" exterior door with window – right hand	2
51	27" interior bathroom door – right hand	1
52	36" x 48" slider windows	3
53	36" x 36" slider window	1
54	36" x 12" slider window – obscure glass	1
55	5 1/2 squares asphalt shingles	1
56	roll of 15 lb. tar paper	1
57	40'-- drip edge	1
58	bags R-13 24"x96" batt insulation (60 batts)	6
59	16'x16' vinyl flooring and 2 1/2 gallons of glue	1
60	exterior door handles with lock	2

61	interior bathroom locking door knob	1
62	boxes Simpson SD# x 1½” screws (100/box)	6
63	5 lbs. 8D galvanized nails	1
64	5 lbs. 3½” construction screws	1
65	28 oz. tubes of Liquid Nail	12
66	7¼” finish blade	1
67	H-1 rafter tie	40
68	tubes of DynaFlex sealant	5
69	10 oz. heavy duty caulk gun	1
70	28 oz. heavy duty caulk gun	1
71	Misc Consumables (saw blades etc)	1
NOTE: Does not include materials needed for the handicap ramps		

## Laundry Building Materials

Line	Description	Quantity per unit
72	16’ 4x4 pressure treated beams	4
73	2X4 studs 92 5/8”	85
74	2x4 16’	12
75	2x4 10’	35
76	2x8 20’	2
77	2x6 16’	8
78	2x6 8’	14
79	1/2” plywood sheeting	32
80	4x9 sheets ½” T-1-11 8” oc OSB siding	18
81	4x8 sheets 3/4" flooring OSB	8
82	16’ 5/4 X 4 white wood	3
83	10’ 5/4 x 4 white wood	4
84	16’ 5/4 x 6 white wood	3
85	Z flashing ½” x 10’	4
86	whitewood SPF PR 1x6 x 16’	1
87	whitewood SPF PR 1x3 x 10’	10
88	whitewood SPF PR 1x3 x 16	8
89	whitewood SPF PR 1x2 x 16	2
90	concrete piers 4x4 saddle with screw height adjustment	11
91	Simpson 2x6 joist hangers	24
92	4x8 sheets 1/2” plywood (ceiling – good on one side)	10
93	4x8 sheets fiberglass reinforced plastic (FRP) and division bars and corners	18
94	4x8 sheets 2” rigid insulation	8
95	36” exterior door with window – right hand	1
96	36” x 48” picture windows	3
97	36” x 36” slider window	1
98	5½ squares asphalt shingles	1
99	roll of 15 lb. tar paper	1
100	40’-- drip edge	1
101	bags R-13 24”x96” batt insulation (60 batts)	6
102	16’x16’ vinyl flooring and 2½ gallons of glue	1
103	exterior door handle with lock	1
104	5 lbs. joist hanger nails	1
105	5 lbs. 8D galvanized nails	1
106	5 lbs. 3½” construction screws	1
107	28 oz. tubes of Liquid Nail	12
108	7¼” finish blade	1
109	H-1 Simpson strong-ties	40
110	tubes of DynaFlex sealant	5
111	Misc Consumables (saw blades, etc)	1
NOTE: Does not include materials needed for the handicap ramps		