



**City Council
Regular Meeting
March 2, 2026 - 7:00 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

PUBLIC PARTICIPATION

- A. The Auburn City Council Meeting scheduled for Monday, March 2, 2026, at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

<https://www.youtube.com/user/watchauburn/live/?nomobile=1>

To listen to the meeting by phone or Zoom, please call the number below or click the link:

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/84079782657>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. American Red Cross Month
Mayor Backus to proclaim March 2026 as "American Red Cross Month" in the City of Auburn

AGENDA MODIFICATIONS

PUBLIC COMMENT

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

- A. The public can participate in-person or submit written comments in advance.

Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail written comments to:
City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

Please fax written comments to:
Attn: Shawn Campbell, City Clerk
Fax number: 253-804-3116

Email written comments to: publiccomment@auburnwa.gov

If an individual requires accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request accommodation to be able to provide a remote oral comment by contacting the City Clerk's Office in person, by phone (253) 931-3039, or by email (publiccomment@auburnwa.gov).

CORRESPONDENCE

CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

- A. Minutes from the February 17, 2026, City Council Meeting
- B. Minutes from the February 23, 2026, Study Session Meeting
- C. Claims Vouchers (Thomas)
Claims voucher list dated February 25, 2026, which includes voucher numbers 482869 through voucher 483010, in the amount of \$1,815,739.11, six electronic fund transfers in the amount of \$6,256.68, and one wire transfer in the amount of \$829,498.05
- D. Payroll Vouchers (Thomas)
Payroll check numbers 539790 through 539794 in the amount of \$841,543.14, electronic deposit transmissions in the amount of \$2,946,791.72, for a grand total of \$3,788,334.86 for the period covering February 12, 2026, to February 25, 2026

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

UNFINISHED BUSINESS

NEW BUSINESS

RESOLUTIONS

- A. Resolution No. 5890 (Krum)
A Resolution authorizing the duly-appointed administering agency for the South King Housing and Homelessness Partners to execute all documents necessary to enter into agreements for the funding of Affordable Housing Projects, as recommended by the SKHHP Executive Board, utilizing funds contributed by the City to the SKHHP Housing Capital Fund

(RECOMMENDED ACTION: Move to adopt Resolution No. 5890.)

- B. Resolution No. 5893 (Gaub)
A Resolution authorizing the Mayor to apply for, and if awarded, accept and administer a grant from the Washington State Department of Transportation relating to Project No. CP2518, Airport T-Hangar Upgrades

(RECOMMENDED ACTION: Move to adopt Resolution No. 5893.)

- C. Resolution No. 5896 (Krueger)
A Resolution authorizing the Mayor, or designee, to execute an agreement between the City of Auburn and the Department of Social and Health Services for grant fund acceptance

(RECOMMENDED ACTION: Move to adopt Resolution No. 5896.)

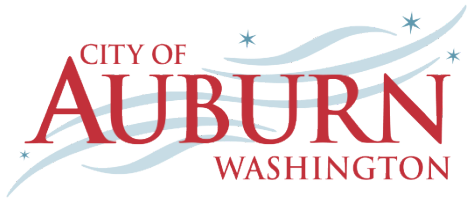
MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

- A. From the Council
B. From the Mayor

ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office and on the City website (<http://www.auburnwa.gov>).



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the February 17, 2026, City Council Meeting

Meeting Date:

March 2, 2026

Department:

City Council

Attachments:

02-17-2026 Minutes

Budget Impact:

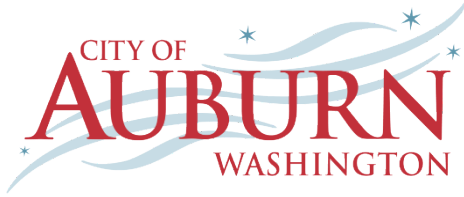
Administrative Recommendation:

Background for Motion:

Background Summary:

Councilmember:

Staff:



**City Council
Regular Meeting
February 17, 2026 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

Mayor Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

LAND ACKNOWLEDGEMENT

Mayor Backus acknowledged the Federally Recognized Muckleshoot Indian Tribe as the ancestral keepers of the land we are gathered on today.

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

Mayor Backus led those in attendance in the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Kate Baldwin, Brian Lott, Cheryl Rakes, Lisa Stirgus, and Clinton Taylor.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, and Deputy City Clerk Hannah Scholl.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Black History Month

Mayor Backus proclaimed February 2026 as "Black History Month" in the City of Auburn.

APPOINTMENTS

- A. Auburn Junior City Council
City Council to approve the appointment of Erica Chen, Giovanni Russo, and Hakima Abdikadir to Auburn Junior City Council for a two-year term expiring August 31, 2027

Deputy Mayor T. Taylor moved and Councilmember Baldwin seconded to approve the appointments of Erica Chen, Giovanni Russo, and Hakima Abdikadir to the Auburn Junior City Council for a two-year term expiring August 31, 2027.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Business Improvement Area (BIA) Committee of Rate Payers
City Council to approve the appointment of Gabrielle Galloway to the Business Improvement Area (BIA) Committee of Rate Payers for a three-year term expiring December 31, 2028

Councilmember Rakes moved and Deputy Mayor T. Taylor seconded to approve the appointment of Gabrielle Galloway to the Business Improvement Area (BIA) Committee of Rate Payers for a three-year term expiring December 31, 2028.

MOTION CARRIED UNANIMOUSLY. 7-0

AGENDA MODIFICATIONS

There were no modifications to the agenda.

PUBLIC COMMENT

Joyce Erath and Virginia Haugen provided comments.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

- A. Minutes from the February 2, 2026, City Council Meeting
- B. Minutes from the February 9, 2026, Study Session Meeting
- C. Claims Vouchers (Thomas)
Claims voucher list dated February 11, 2026, which includes voucher numbers 482781 through voucher 482868, in the amount of \$5,706,207.92, twenty-one

electronic fund transfers in the amount of \$36,764.61, and two wire transfers in the amount of \$610,987.68

- D. Payroll Vouchers (Thomas)
Payroll check numbers 539782 through 539789 in the amount of \$95,167.20, electronic deposit transmissions in the amount of \$3,081,073.18, for a grand total of \$3,176,240.38 for the period covering January 29, 2026, to February 11, 2026

Deputy Mayor T. Taylor moved and Councilmember Amer seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ORDINANCES

- A. Ordinance No. 7012 (Thomas)
An Ordinance establishing the Local Sales and Use Tax Rate for Local Revitalization Financing for 2026

Councilmember Amer moved and Councilmember Stirgus seconded to approve Ordinance No. 7012.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 7013 (Gaub)
An Ordinance providing for the acquisition by eminent domain of property located near or adjacent to R Street SE within the City of Auburn, Washington for roadway improvements and related upgrades for Project No. CP2308, R Street SE/21st St SE roundabout; declaring public use and necessity; and providing for severability and an effective date

Councilmember C. Taylor moved and Councilmember Stirgus seconded to approve Ordinance No. 7013.

Council discussed the purpose of the project, negotiations, and traffic studies.

Councilmember Lott moved and Councilmember Baldwin seconded to table Ordinance No. 7013 until the Traffic Study for Rainier Vista/Segale Pit can be completed.

Council discussed the Rainier Vista/Segale Pit, how additional traffic could impact future roundabout, the Environmental Impact Study (EIS), Comprehensive Plan, grant funds, and timelines.

MOTION TO TABLE FAILED. 2-5, Councilmembers Lott and Rakes voted yes.

Councilmember Baldwin moved and Councilmember Lott seconded to postpone Ordinance No. 7013 for further discussion at the February 23, 2026, Study Session Meeting and action at the March 2, 2026, Council Meeting.

Council discussed grant funds.

MOTION TO POSTPONE FAILED. 3-4, Councilmembers Baldwin, Lott, and Rakes voted yes.

MAIN MOTION CARRIED. 3-4, Councilmembers Baldwin, Lott, and Rakes voted against.

RESOLUTIONS

A. Resolution No. 5889 (Thomas)

A Resolution authorizing the Transfer of Funds for the purpose of making loans from the General Fund and/or the Cumulative Reserve Fund to Funds sustained by Grants, Fees, or Tax Credits between February 2026 and February 2029

Councilmember Amer moved and Councilmember Rakes seconded to adopt Resolution No. 5889.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5891 (Whalen)

A Resolution declaring City-Owned Real Property located at 15603 SE 174th Street, Renton, Washington as surplus and authorizing its disposal

Councilmember Stirgus moved and Councilmember Amer seconded to adopt Resolution No. 5891.

MOTION CARRIED UNANIMOUSLY. 7-0

MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmembers provided reports on the events that they attended.

B. From the Mayor

Mayor Backus provided a report on the events she attended.

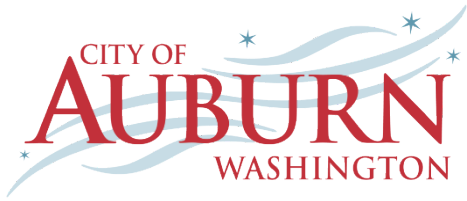
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:06 p.m.

APPROVED this 2nd day of March 2026.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the February 23, 2026, Study Session Meeting

Meeting Date:

March 2, 2026

Department:

City Council

Attachments:

02-23-2026 Minutes

Budget Impact:

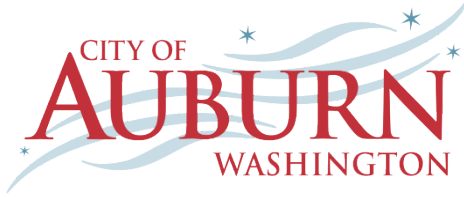
Administrative Recommendation:

Background for Motion:

Background Summary:

Councilmember:

Staff:



**City Council
Study Session
Community Wellness SFA
February 23, 2026 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

Deputy Mayor Tracy Taylor called the meeting to order at 5:30 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Kate Baldwin, Brian Lott, Cheryl Rakes, Lisa Stirgus, and Clinton Taylor.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Samuel Betz, Director of Community Development Jason Krum, South King Housing and Homelessness Partners (SKHHP) Executive Manager Claire Vanessa Goodwin, Code Compliance Manager Chris Barack, Code Compliance Officer II George Winner, Code Compliance Officer II Jarod Thomas, and Deputy City Clerk Hannah Scholl.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

COMMUNITY WELLNESS DISCUSSION ITEMS

- A. Resolution No. 5890 (Krum) (15 Minutes)
A Resolution authorizing the duly-appointed administering agency for the South King Housing and Homelessness Partners to execute all documents necessary to enter into agreements for the funding of Affordable Housing Projects, as recommended by the SKHHP Executive Board, utilizing funds

contributed by the City to the SKHHP Housing Capital Fund

Councilmember C. Taylor, Chair of the Community Wellness Special Focus Area, chaired this portion of the meeting.

SKHHP Executive Manager Goodwin provided Council with an overview of Resolution No. 5890, including the Housing Capital Fund, Senate House Bill 1406, House Bill 1590, recommended projects, and funding sources. She also provided a status update on the SKHHP Multi-Service Center White River Apartments Project in Auburn.

Council discussed the recommended projects, requirements, development timelines, tenant selection criteria, funding, referrals, and completed projects.

B. Code Compliance Overview (Krum) (30 Minutes)

Manager Barack, Officer II Winner, and Officer II Thomas provided Council with an overview of the Code Compliance division, including an overview of the division, enforced Codes, types of common cases, and the division's philosophy. They also discussed case statistics, compliance process, types of abatements, abatement process, and a preview of work for 2026.

Council discussed mobile vendors, business licenses, SeeClickFix, notifications, staffing, City Code updates, Housing Repair Program, types of violations, correction timelines, and budget amendments.

COUNCIL REPORTS

Deputy Mayor T. Taylor, Councilmember Amer, and Councilmember Stirgus provided reports.

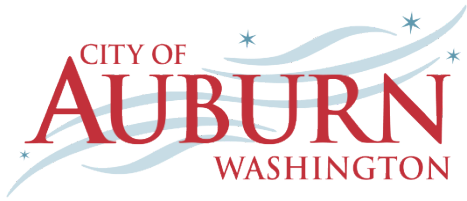
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:49 p.m.

APPROVED this 2nd day of March 2026.

TRACY TAYLOR, DEPUTY MAYOR

Hannah Scholl, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Claims voucher list dated February 25, 2026, which includes voucher numbers 482869 through voucher 483010, in the amount of \$1,815,739.11, six electronic fund transfers in the amount of \$6,256.68, and one wire transfer in the amount of \$829,498.05

Meeting Date:

March 2, 2026

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

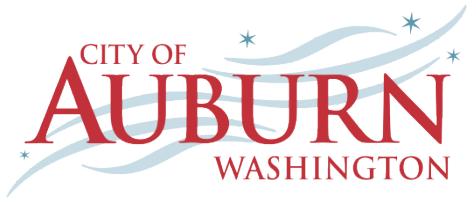
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated February 25, 2026, which includes voucher numbers 482869 through voucher 483010, in the amount of \$1,815,739.11, six electronic fund transfers in the amount of \$6,256.68, and one wire transfer in the amount of \$829,498.05.

Councilmember: Hanan Amer

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)
Payroll check numbers 539790 through 539794 in the amount of \$841,543.14, electronic deposit transmissions in the amount of \$2,946,791.72, for a grand total of \$3,788,334.86 for the period covering February 12, 2026, to February 25, 2026

Meeting Date:

March 2, 2026

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

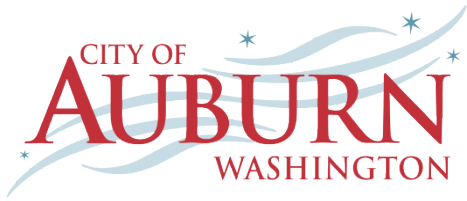
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539790 through 539794 in the amount of \$841,543.14, electronic deposit transmissions in the amount of \$2,946,791.72, for a grand total of \$3,788,334.86 for the period covering February 12, 2026, to February 25, 2026.

Councilmember: Hanan Amer

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5890 (Krum)

A Resolution authorizing the duly-appointed administering agency for the South King Housing and Homelessness Partners to execute all documents necessary to enter into agreements for the funding of Affordable Housing Projects, as recommended by the SKHHP Executive Board, utilizing funds contributed by the City to the SKHHP Housing Capital Fund

Meeting Date:

March 2, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5890.)

Department:

Community Development

Attachments:

Resolution No. 5890, Resolution No. 5890 - Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5890.

Background for Motion:

Per the 2021 Interlocal Agreement (ILA) between the City of Auburn and SKHHP, Auburn has contributed funds to the SKHHP Housing Capital Fund for the purpose of supporting regional Affordable Housing Projects. Approval of this Resolution would authorize the allocation of those funds to the 2025 projects recommended by the SKHHP Executive Board.

Background Summary:

SKHHP was established in 2019 through an Interlocal Agreement (Establishing ILA) and is a unified, coordinated, and collaborative coalition funding the construction and preservation of affordable housing in South King County. SKHHP currently has 12 member jurisdictions including the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, and Tukwila, plus King County. SKHHP provides a meaningful opportunity to pool funds together with neighboring cities to collaboratively make an impact on the subregion's affordable housing shortage. To date, SKHHP has pooled over \$15 million to house our low-income neighbors or rehabilitate deteriorating multifamily buildings.

In 2019, RCW 82.14.540 (SHB 1406) became law allowing jurisdictions to enact a local sales and use tax for the purpose of supporting affordable housing. In 2021, eight of the nine SKHHP member cities entered into a second Interlocal Agreement for purposes of pooling sales tax receipts authorized by RCW 82.14.540 with SKHHP to create the Housing Capital Fund (Pooling ILA – SHB 1406).

In 2023, two of the four SKHHP member cities who are able to collect RCW 82.14.530 (HB 1590)

revenues desired to pool a portion of those funds with SKHHP for the 2023 funding round of the Housing Capital Fund to add to existing SHB 1406 pooled revenue and entered into an additional Interlocal Agreement (Pooling ILA – HB 1590). In 2024, an additional member city entered into the Pooling ILA – HB 1590.

The Establishing ILA and Pooling ILAs established the SKHHP Housing Capital Fund, set parameters for the process for the selection of awards involving pooled funds, and determined the approval process. Pursuant to the ILAs, the SKHHP Executive Board recommends allocations for funding Affordable Housing Projects to the participating City Councils. Even though the Council has already contributed funds to the 2025 Housing Capital Fund funding round, Council approval is needed to authorize the allocation of funds to specific projects.

The SKHHP Executive Board adopts annual funding guidelines and priorities for each funding round. The SKHHP Advisory Board subsequently reviewed applications and provided funding recommendations based on adopted priorities to the SKHHP Executive Board. The SKHHP Executive Board concurred with the SKHHP Advisory Board’s recommendations and recommends funding three projects totaling \$3,942,850 as described in the 2025 SKHHP Housing Capital Fund Recommendation memo dated January 8, 2026 (attached).

The SKHHP Executive Board requests approval to use \$137,138 of the total \$134,352 contributed funds from 2025; \$807 of the carry-over from 2024; and \$2,026 of the 2024 SKHHP allocated interest earnings from the City of Auburn for the following recommended projects:

Project Sponsor and Project Name	Location	# of Units	Total Development Cost	2025 SKHHP Contribution	2025 City Contribution
African Community Housing & Development – African Diaspora Cultural Anchor Village	SeaTac	129	\$114,853,431	\$1,200,000	\$0
St. Stephen Housing Association – Steele House	Renton	6	\$3,816,135	\$1,820,850	\$0
Mental Health Housing Foundation – Steel Lake	Federal Way	20	\$11,828,066	\$922,000	\$137,138

As outlined in the attached memo, sales and use tax receipts from your jurisdiction have already been contributed to SKHHP’s 2025 Housing Capital Fund, and with this Council approval, \$137,138 of those funds may be allocated to the projects recommended by the SKHHP Executive Board. Detailed descriptions of the projects, funding requests, rationale, and recommended conditions of funding for projects by the SKHHP Executive Board are included in the attached memo.

SKHHP staff presented this topic under the Community Wellness Special Focus Area at the February 23, 2026, Study Session Meeting.

If not approved, SKHHP will not have Auburn’s funds to contribute to the regional efforts to advance Affordable Housing Projects that meet urgent local needs and priorities.

Councilmember: Clinton Taylor

Staff: Jason Krum

RESOLUTION NO. 5890

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE DULY-APPOINTED ADMINISTERING AGENCY FOR THE SOUTH KING HOUSING AND HOMELESSNESS PARTNERS TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AGREEMENTS FOR THE FUNDING OF AFFORDABLE HOUSING PROJECTS, AS RECOMMENDED BY THE SKHHP EXECUTIVE BOARD, UTILIZING FUNDS CONTRIBUTED BY THE CITY TO THE SKHHP HOUSING CAPITAL FUND

WHEREAS, on February 19, 2019, the City of Auburn enacted an interlocal agreement to form the South King Housing and Homelessness Partners (SKHHP) to help coordinate the efforts of South King County cities to provide affordable housing; and

WHEREAS, on February 22, 2021, the City of Auburn enacted an interlocal agreement for the purposes of pooling sales tax receipts with SKHHP to administer funds through the SKHHP Housing Capital Fund; and

WHEREAS, the SKHHP Executive Board has recommended that the City of Auburn participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the SKHHP Executive Board has developed recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

WHEREAS, pursuant to the SKHHP formation Interlocal Agreement, each legislative body participating in funding a project or program through SKHHP's Housing Capital Fund must authorize the application of a specific amount of the City funds contributed to the SKHHP Housing Capital Fund to a specific project or program; and

WHEREAS, the City Council desires to use \$137,138 from funds contributed to the SKHHP Housing Capital Fund as designated below to finance the projects recommended by the SKHHP Executive Board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. Pursuant to the Interlocal Agreement, the City Council authorizes the duly-appointed administering agency of SKHHP to execute all documents and take all necessary actions to enter into agreements on behalf of the City to fund the construction of Mental Health Housing Foundations' Steel Lake and to use \$137,138 from the City's SHB 1406 contribution and a portion of the interest earned on those contributions as described in the SKHHP Executive Board's Memorandum dated January 8, 2026, a copy of which is attached as Exhibit A.

Section 2. The agreements entered into pursuant to Section 1 of this Resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the agreements, the duly-appointed administering agency of SKHHP shall be guided by the recommendations set forth in the SKHHP Executive Board's Memorandum dated January 8, 2026, a copy of which is attached as Exhibit A.

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



Memorandum

South King Housing and Homelessness Partners

TO: City of Auburn City Council
 City of Burien City Council
 City of Covington City Council
 City of Des Moines City Council
 City of Federal Way City Council
 City of Kent City Council
 City of Maple Valley City Council
 City of Normandy Park City Council
 City of Renton City Council
 City of Tukwila City Council

FROM: Claire V. Goodwin, SKHHP Executive Manager

DATE: January 8, 2026

RE: 2025 SKHHP Housing Capital Fund Recommendation

OVERVIEW

2025 represents the fourth annual funding round of the SKHHP Housing Capital Fund made possible by pooling resources among SKHHP member jurisdictions. Ten member cities pooled funds for the Housing Capital Fund this year and contributions totaled \$3,926,340. Contributions sourced from SHB 1406 totaled \$883,725 and those sourced from HB 1590 totaled \$3,042,615. With the remaining unused funds from the 2024 funding round and the 2024 interest earnings from those cities pooling funds this year, SKHHP made \$3,974,000 available in the 2025 funding round. SKHHP received six applications for funding representing over \$11.4 million in requests to develop or preserve 262 units of housing. The SKHHP Executive Board recommends funding three projects totaling \$3,942,850 (see Table 1). Of this total, the Executive Board recommends using \$922,000 of the total \$922,000 sourced from SHB 1406 revenue for a new construction rental project and \$3,020,850 of the total \$3,052,000 sourced from HB 1590 revenue for two new construction rental projects. This recommendation leaves a balance of \$314 in SHB 1406 funds and \$31,665 in HB 1590 funds in the Housing Capital Fund that will rollover into the next funding round in 2026 (see Tables 2 and 3). A summary of the recommended projects, funding rationale, and the conditions for funding are described in this memo. Included as an attachment are the economic summaries of the recommended projects and standard conditions for funding.

Table 1: Recommended Projects and Recommended Funding Level - Scenario 1

Project sponsor and name	Location	# of units	Project type	Amount requested	Recommended funding – HB 1590	Recommended funding – SHB 1406
1. African Community Housing & Development – African Diaspora Cultural Anchor Village	SeaTac	129	New Construction Rental	\$3,500,000	\$1,200,000	--
2. St. Stephen Housing Association – Steele House	Renton	6	New Construction Rental	\$1,820,850	\$1,820,850	--
3. Mental Health Housing Foundation – Steel Lake	Federal Way	20	New Construction Rental	\$1,500,000	--	\$922,000
TOTAL	--	155	--	--	\$3,020,850	\$922,000

Table 2: Proposed HB 1590 Allocations by Jurisdiction for Recommended Projects

Jurisdiction	1. ACHD-African Diaspora Cultural Anchor Village	2. St. Stephen-Steele House	Total Contributed in 2025	Carry-Over from 2024	2024 Interest	Unallocated
Covington	\$ 87,693	\$ 133,064	\$ 220,387	\$ 460	\$ 2,224	\$ 2,314
Kent	\$ 914,654	\$ 1,387,873	\$ 2,322,228	\$ 4,434	\$ -	\$ 24,135
Maple Valley	\$ 197,653	\$ 299,913	\$ 500,000	\$ 1,075	\$ 1,707	\$ 5,216
Total	\$ 1,200,000	\$ 1,820,850	\$ 3,042,615	\$ 5,969	\$ 3,931	\$ 31,665

Table 3: Proposed SHB 1406 Allocations by Jurisdiction for Recommended Projects

Jurisdiction	3. Mental Health Housing Foundation – Steel Lake	Total Contributed in 2025	Carry-Over from 2024	2024 Interest	Unallocated
Auburn	\$ 137,138	\$ 134,352	\$ 807	\$ 2,026	\$ 47
Burien	\$ 65,453	\$ 64,134	\$ 382	\$ 959	\$ 22
Des Moines	\$ 31,264	\$ 30,667	\$ 199	\$ 409	\$ 11
Federal Way	\$ 121,813	\$ 119,350	\$ 770	\$ 1,735	\$ 42
Kent	\$ 211,663	\$ 185,561	\$ 1,150	\$ 25,024	\$ 72
Normandy Park	\$ 5,636	\$ 5,554	\$ 32	\$ 52	\$ 2
Renton	\$ 227,503	\$ 223,465	\$ 1,343	\$ 2,772	\$ 77
Tukwila	\$ 121,530	\$ 120,642	\$ 459	\$ 470	\$ 41
Total	\$ 922,000	\$ 883,725	\$ 5,142	\$ 33,447	\$ 314

BACKGROUND

The SKHHP Advisory Board met on October 2, 2025 and November 6, 2025 to review each project application and develop a funding recommendation for the SKHHP Executive Board’s consideration. The SKHHP Executive Board met on October 17, 2025 and November 21, 2025 to review each project and consider the recommendations of the Advisory Board. The Advisory Board adopted its recommendation on November 6, 2025 and the Executive Board took final action on November 21, 2025.

PROCESS



ATTACHMENTS

1. Economic summaries of recommended projects
2. Standard conditions for funding

1. African Community Housing & Development – African Diaspora Cultural Anchor Village

Funding request: \$3,500,000

Executive Board recommendation: \$1,200,000 (deferred loan)

Address: 15005 Military Road S, SeaTac, 98188

PROJECT SUMMARY

The African Diaspora Cultural Anchor Village is a 129-unit new construction 4% Low-Income Housing Tax Credit rental project with a mix of studios to four-bedrooms for households earning 30-60% AMI. 55 units will be set-aside for families with children and 13 units set-aside for households with a physical disability. The project aims to respond to community members’ desire for a central anchor for South King County’s African Diaspora immigrant and refugee community.

This project is a partnership between African Community Housing & Development (ACHD) and Mercy Housing Northwest. Four parcels represent the project across 2.2 acres acquired by ACHD in 2023. The parcels are located in SeaTac, 0.4 mile north of the Tukwila International Boulevard Link light rail station, making this a prime transit-oriented development location. Existing structures include two houses and commercial structures to be demolished.

The seven-story building will house residential units on levels three through seven while the first two levels will include a community center event space, retail space, and office space for ACHD. Level two will include a childcare center and classroom space for ACHD after-school programming. Additionally, there will be outdoor gardening and recreation space. Level three will have a courtyard in addition to the residential units. Below ground parking will be provided on part of Level one.

PROJECT SCHEDULE

Activity	Date
Site Control	12/1/2023
Building Permits Issued	Fall 2027
Begin Construction	Fall 2027
Issued Certificate of Occupancy	Summer 2029
Begin Lease-Up	Summer 2029
Projected First LIHTC Year Start	Summer 2029

FUNDING RATIONALE

The Advisory Board supports the intent of this application for the following reasons:

- The City of SeaTac is a central hub for the African Diaspora immigrant and refugee community, who are facing increasing displacement pressures, and the project responds directly to those needs.
- ACHD is considered a “By and For Organization” by the Department of Commerce’s Housing Division. The Department of Commerce describes By and For Organizations as the following: “By-and-For Organizations are operated by and for the communities they serve. Their primary mission and history is serving a specific community. They are culturally based, directed, and

substantially controlled by individuals from the population they serve. At the core of their programs, these organizations embody the community’s central cultural values. In the affordable housing context, these communities must have demonstrated disproportionate representation in homelessness, housing instability, and housing affordability.”¹

- A primary goal of the project is to support large and intergenerational families, including specific gathering spaces requested by elders.
- The proposal was driven by extensive community engagement including a series of community conversations and community cafes within the South King County African Diaspora immigrant and refugee community.
- The project will include early learning classrooms, workforce training, outdoor gardening and recreation space, retail space for community businesses, and community gathering space.
- The project includes a large portion of 2,3, and 4-bedroom units.
- The project is located near the Tukwila International Boulevard Link light rail station, providing critical transit access.
- Outreach and marketing will be conducted in multiple languages.
- The project strongly aligns with SKHHP Housing Capital Fund adopted priorities including collaboration with local community-based organizations, connections and direct experience with populations the project is proposing to serve, addressing the needs of populations most disproportionately impacted by housing costs, advancing economic opportunity due to its proximity to transit and other amenities, providing rental housing for households earning 0-30% AMI, geographic distribution, leverage of private and public investment, and racial equity.
- The project is located in SeaTac which has not had a SKHHP funded project located in the city yet.
- ACHD is a new developer but is partnering with the more experienced developer, Mercy Housing Northwest, for this project.
- A partial award is recommended as another applicant’s project was a higher priority and ready to move forward with construction.

PROPOSED CONDITIONS

Standard conditions apply to all projects and are included as Attachment 2 at the end of this memo.

1. SKHHP will provide project funds to the Contractor in the form of a **deferred loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by SKHHP staff. The loan will be secured by a deed of trust recorded against the development property to ensure that Contractor maintains the project’s affordability and target population. Contractor shall not be required to repay the loan so long as it maintains these project requirements.
2. Timeframe for funding commitment. The funding commitment continues for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not

¹ Department of Commerce’s Capacity Building, Outreach, and Support Program: <https://www.commerce.wa.gov/multifamily-rental-housing/cbos-team/> and <https://app.smartsheet.com/b/form/06feee2dc8644602a884beb5cb4081e2>

satisfied. An extension may be requested to SKHHP staff no later than sixty (60) days prior to the expiration date. At that time, the Contractor will provide a status report on progress to date and expected schedule for start of construction and project completion. The SKHHP Executive Board will consider a twelve-month extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Contractor will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time.

3. At least 13 of the housing units shall be set-aside for individuals with a physical disability who earn no more than 60% AMI. Use of funds and population eligibility must be in-alignment with RCW 82.14.530. Additionally, at least 55 units will be set-aside for families with children.
4. SKHHP funds shall be used solely for new construction and other development costs, unless otherwise approved by SKHHP staff.
5. A covenant is recorded ensuring affordability for at least 50 years with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by SKHHP.

AMI	Studio	1-bedroom	2-bedroom	3-bedroom	4-bedroom	Total Units
30%	1	2	4	6	1	14
40%	1	5	12	13	3	34
50%	2	8	13	16	4	43
60%	1	6	14	14	2	37
Manager Units	--	--	1	--	--	1
Total Units	5	21	44	49	10	129

2. St. Stephen Housing Association – Steele House

Funding request: \$1,820,850

Executive Board recommendation: \$1,820,850 (secured grant)

Address: 3001 NE 16th St., Renton, 98056

PROJECT SUMMARY

Steele House is proposed as a demolition and new construction rental project of six three-bedroom townhomes for families exiting homelessness or at risk of homelessness who earn up to 50% AMI. The property was purchased in 2016 and includes a duplex built in 1943 operating as transitional housing. The transitional housing program will end before the project begins so no relocation will be needed before demolition of the duplex. Most case management and supportive services will take place on-site, at the families' housing unit.

St. Stephen Housing and Way Back Inn merged in December 2024 and have become a single non-profit organization under the name St. Stephen Housing Association. The boards of both organizations have combined and former Way Back Inn Board Members, who have assisted in the Steele House project's pre-development work, will remain involved to guide expansion plans.

The project is located across the street from the Bezos Academy – North Highlands location, Meadow Crest Early Learning Center, and a playground. McKnight Middle School, Renton Highlands Park and Ride, multiple restaurants and retail stores along Sunset Boulevard, and a Rite Aid Pharmacy are all located within 0.5 mile radius. A grocery store is located within 0.6 mile radius.

This is the second time the project sponsor has applied to the SKHHP Housing Capital Fund for the project and the City of Renton has committed \$500,000 to the project since the previous application was received.

PROJECT SCHEDULE

Activity	Date
Site Control	1/21/2025
Building Permits Issued	4/15/2026
Begin Construction	4/16/2026
Begin Lease-up	3/2/2027
Issued Certificate of Occupancy	4/16/2027

FUNDING RATIONALE

The Advisory Board supports the intent of this application for the following reasons:

- The project will serve families experiencing homelessness or are at-risk of homelessness.
- The City of Renton has committed \$500,000 of HB 1590 funds directly to the project and has not had a SKHHP funded project located in the city yet.
- Pending successful awards from SKHHP and the Department of Commerce this funding round, the project is ready to begin construction in April 2026.

- The application was well-crafted and complete. Additionally, all underwriting benchmarks were met in the SKHHP Addendum.
- The proposal has been discussed for the past eight years including at the sponsor’s annual fundraisers.
- The project budgets \$15,745 in operating expenses per unit per year which is a generous budget (\$8,000 per unit per year is the minimum benchmark).
- St. Stephen Housing Association reports that the project will focus on Black, Indigenous, and People of Color (BIPOC) families, who are disproportionately impacted by homelessness due to systemic factors, and the goal will be to have four or five of the homes serving BIPOC households.
- The Sponsor has a long-standing history of working with homeless families and is well-established within the local crisis housing community. The project is built on strong partnerships and deep community connections.
- Close access to schools, an early learning center, grocery stores, retail, and a pharmacy.
- Program design is informed by surveys and interviews with families.
- The project utilizes monthly Conversation Cafés for continuous community input.
- The project strongly aligns with SKHHP Housing Capital Fund adopted priorities including connections and direct experience with populations the project is proposing to serve, addressing the needs of populations most disproportionately impacted by housing costs, advancing economic opportunity due to its proximity to transit and other amenities, environmental benefit due to its proximity to parks, providing rental housing for households earning 0-30% AMI, geographic distribution, leverage of private and public investment, and racial equity.

PROPOSED CONDITIONS

Standard conditions apply to all projects and are included as Attachment 2 at the end of this memo.

1. SKHHP will provide project funds to the Contractor in the form of a **secured grant with no repayment**. Final Contract terms shall be determined prior to release of funds and must be approved by SKHHP staff. The grant will be secured by a deed of trust recorded against the property to ensure that Contractor maintains the project’s affordability and target population. Contractor shall not be required to repay the grant so long as it maintains these project requirements.
2. Timeframe for funding commitment. The funding commitment continues for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to SKHHP staff no later than sixty (60) days prior to the expiration date. At that time, the Contractor will provide a status report on progress to date and expected schedule for start of construction and project completion. The SKHHP Executive Board will consider a twelve-month extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Contractor will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time.

3. All 6 housing units shall be set-aside for families exiting homelessness or are at-risk of homelessness who earn no more than 50% AMI. Use of funds and population eligibility must be in-alignment with RCW 82.14.530.
4. SKHHP funds shall be used solely for new construction, including demolition, and soft costs, unless otherwise approved by SKHHP staff.
5. A covenant is recorded ensuring affordability for at least 50 years with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by SKHHP.

AMI	3-bedroom	Total Units
50%	6	6
Total Units	6	6

3. Mental Health Housing Foundation – Steel Lake

Funding request: \$1,500,000

Executive Board recommendation: \$922,000 (forgivable loan)

Address: 29020 and 29026 Military Road, Federal Way, 98003

PROJECT SUMMARY

Mental Health Housing Foundation’s (MHHF) Steel Lake Affordable Housing is a 20-unit rental project for individuals with severe and persistent mental illness with incomes at 30% and 50% AMI. This is the first phase of a two-phased new construction project. The second phase would add an additional ten units for a total of 30 units. The first phase will construct four two-bedroom units and sixteen one-bedroom units, including one manager unit.

The project will be owned, developed, and operated by MHHF. A live-in property manager will occupy one of the one-bedroom units, and all maintenance needs will be addressed through a shared superintendent and maintenance staff. Residents live independently, receiving services from community behavioral health providers offsite. The majority of tenants in the portfolio have case managers. When issues arise with tenants that may benefit from contact with the case manager, MHHF makes contact.

The new building will be a two-story walk-up with ten apartments on each level. The site will include a community gathering space, shared laundry facilities, management offices, outdoor seating areas, and parking. Two large grocery stores, drugstore and other shops and amenities are located across the street, as well as access to public transit. Laurelwood Park with open space is within 0.5 mile. MHHF acquired the parcels in December 2024.

MHHF was organized and incorporated as a non-profit in 1990 to support those living with mental illness in their efforts to live independently. The founders were concerned about the lack of affordable housing for individuals with serious and persistent mental illness in King County. The organization has grown to own seven housing projects, with a total of 90 housing units, that vary from single family shared homes to small apartment buildings.

PROJECT SCHEDULE

Activity	Date
Site Control	12/23/2024
Building Permits Issued	2/1/2027
Begin Construction	3/15/2027
Begin Lease-up	1/1/2028
Issued Certificate of Occupancy	3/15/2028

FUNDING RATIONALE

The Advisory Board supports the intent of this application for the following reasons:

- The project directly addresses a critical regional need for housing dedicated to individuals with mental illness.

- The project will provide deep affordability for households earning up to 30% and 50% AMI.
- The project provides an opportunity to ensure SKHHP funds are distributed across all of South King County as Federal Way has not had a SKHHP funded project located in the city, yet.
- The scale of the project is considered appropriate for the identified need.
- The construction timeline is further out, which justifies the recommendation for partial funding.
- The application was strong and all underwriting benchmarks were met in the SKHHP Addendum.
- MHHF has longstanding relationships with multiple behavioral health agencies in King County, including Sound Behavioral Health, Navos, and Valley Cities, and will utilize those to seek referrals for residents of Steel Lake.
- Sponsor secured a \$31,000 pre-development grant from Enterprise Community Partners, a commitment up to \$60,000 in State funded technical assistance, an Impact Capital loan to purchase the site, and \$44,000 commitment from MHHF to support the project's operating reserves to be deposited once construction is complete.
- The project strongly aligns with SKHHP Housing Capital Fund adopted priorities including connections and direct experience with populations the project is proposing to serve, addressing the needs of populations most disproportionately impacted by housing costs, advancing economic opportunity due to its proximity to transit and other amenities, environmental benefit due to its proximity to a park, providing rental housing for households earning 0-30% AMI, geographic distribution, and leverage of private and public investment.

PROPOSED CONDITIONS

Standard conditions apply to all projects and are included as Attachment 2 at the end of this memo.

1. SKHHP will provide project funds to the Contractor in the form of a **deferred, contingent, forgivable loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by SKHHP staff. The loan will be secured by a deed of trust recorded against the development property to ensure that Contractor maintains the project's affordability and target population. Contractor shall not be required to repay the loan so long as it maintains these project requirements.
2. Timeframe for funding commitment. The funding commitment continues for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to SKHHP staff no later than sixty (60) days prior to the expiration date. At that time, the Contractor will provide a status report on progress to date and expected schedule for start of construction and project completion. The SKHHP Executive Board will consider a twelve-month extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Contractor will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time.
3. All 20 housing units in Phase 1 shall be set-aside for individuals with severe and persistent mental illness who earn no more than 50% AMI. Use of funds must be in-alignment with RCW 82.14.540.

4. SKHHP funds shall be used solely for acquisition, new construction, softs costs, and other development costs unless otherwise approved by SKHHP staff.
5. A covenant is recorded ensuring affordability for at least 50 years with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by SKHHP.

AMI	1-bedroom	2-bedroom	Total Units
30%	10	2	12
50%	5	2	7
Manager Units	1	--	1
Total Units	16	4	20

ATTACHMENT 1: Economic Summaries of Recommended Projects

Project: African Community Housing & Development – African Diaspora Cultural Anchor Village

Proposed Funding Sources by Amounts and Status

Funding source	Proposed Amount	Status
SKHHP (2025)	\$3,500,000	Recommended
4% LIHTC	\$36,191,383	Will Apply 2027
King County (2024)	\$950,055	Committed
King County (2025)	\$9,531,499	Applied
Commerce HTF	\$12,000,000	Applied
CHIP	\$1,000,000	Applied
Perm Debt	\$12,929,768	Committed
State Appropriation	\$3,880,000	Committed
Amazon	\$9,500,000	Will Apply
Deferred Fee	\$2,500,000	Committed
Contributed Fee	\$2,000,000	Committed
RESIDENTIAL TOTAL	\$93,982,705	
ACHD Sponsor Loan (Non-Residential)	\$18,184,525	Committed
4% LIHTC (Non-Residential)	\$2,686,201	Will Apply 2027
TOTAL	\$114,853,431	

Proposed Use of Funds and Total Residential Cost Per Unit

Proposed use	Amount	Per Unit
Acquisition	\$6,852,926	--
Construction	\$62,578,467	--
Soft Costs	\$15,097,811	--
Other Development Costs	\$9,453,501	--
RESIDENTIAL TOTAL	\$93,982,705	\$728,548
Non-Residential Costs	\$20,870,725	--
TOTAL	\$114,853,430	--

Project: St. Stephens Housing Association – Steele House

Proposed Funding Sources by Amounts and Status

Funding source	Proposed Amount	Status
SKHHP (2025)	\$1,820,850	Recommended
Sponsor Seller Note	\$295,000	Committed
City of Renton	\$500,000	Committed
Commerce HTF	\$1,000,000	Committed
Sponsor Operations and Service Agreements	\$125,285	Committed
Medina Foundation Grant	\$75,000	Committed
TOTAL	\$3,816,135	

Proposed Use of Funds and Total Residential Cost Per Unit

Proposed use	Amount	Per Unit
Acquisition	\$295,000	--
Construction	\$2,527,168	--
Soft Costs	\$635,332	--
Other Development Costs	\$358,635	--
TOTAL	\$3,816,135	\$636,023

Project: Mental Health Housing Foundation – Steel Lake

Proposed Funding Sources by Amounts and Status

Funding source	Proposed Amount	Status
SKHHP (2025)	\$922,000	Recommended
Commerce AHAH	\$6,310,155	Committed
Federal Home Loan Bank	\$1,700,000	Committed
King County	\$2,393,679	Committed
Sponsor Pre-Development Grants	\$123,749	Committed
CHIP	\$378,483	Applied
TOTAL	\$11,828,066	

Proposed Use of Funds and Total Residential Cost Per Unit

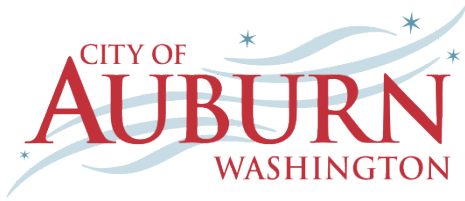
Proposed use	Amount	Per Unit
Acquisition	\$710,000	--
Construction	\$8,910,608	--
Soft Costs	\$1,480,283	--
Other Development Costs	\$727,175	--
TOTAL	\$11,828,066	\$591,403

ATTACHMENT 2: Standard Conditions for Funding

1. Contractor shall provide SKHHP with development and operating budgets based upon actual funding commitments for approval by SKHHP staff. Contractor must notify SKHHP staff immediately if it is unable to adhere to these budgets and must submit new budget(s) to SKHHP staff for approval. SKHHP staff shall not unreasonably withhold its approval of these budget(s), so long as they do not materially or adversely change the Project. This shall be a continuing obligation of the Contractor, and shall survive the transfer or assignment of the Contract. Contractor's failure to adhere to budgets (either original or new/amended) may result in SKHHP's withdrawal of its funding commitment. Contractor must prepare and submit final budgets to SKHHP at the time it starts project construction and at the project's completion.
2. Contractor shall submit to SKHHP evidence of funding commitments from all proposed public and private funding sources. If Contractor cannot secure an identified commitment within an application's time frame, Contractor shall immediately notify SKHHP staff and describe its anticipated actions and time frame for securing alternative funding.
3. Contractor shall use SKHHP provided funds toward specific project costs as included in the Contract and consistent with RCW 82.14.540 and/or 82.14.530, as applicable. Contractor may not use SKHHP funds for any other purpose unless SKHHP staff authorizes such alternate use in writing. If budget line items with unexpended balances exist after completion of the project, SKHHP and other public funders shall approve adjustments to the project capital sources (including potential reductions in public fund loan balances).
4. Contractor shall evaluate and consider maximizing sustainability features for the Project (such as an efficient building envelope and heat pumps) and shall propose a plan to maximize the Project's sustainability.
5. Contractor shall use and document an open and competitive bidding process (consisting of at least three bids) for construction and related consultant services associated with the project, regardless of the source of funds used to pay their costs.
6. Contractor shall pay or cause to be paid RCW 39.12 prevailing wages in all projects funded by SKHHP that include construction activities, unless federal funds awarded to the project mandate use of federal prevailing wage rates.
7. If Contractor uses federal funds toward the Project, it must meet applicable federal guidelines, including but not limited to: contractor solicitation; bidding and selection; wage rates; and federal laws and regulations.
8. Contractor shall maintain documentation of any necessary land use approvals, permits, and licenses required by the jurisdiction in which the project is located.
9. Contractor shall submit to SKHHP project monitoring reports quarterly through its completion of the project, and annually thereafter. Contractor shall submit a final budget to SKHHP upon

project completion. If applicable, Contractor shall submit initial tenant information as required by SKHHP.

10. Contractor is required to provide SKHHP with quarterly status reports for projects funded through SKHHP's Housing Capital Fund during the project's development stage (from the time funds are awarded until the project's completion and occupancy). These quarterly reports must include at a minimum the status of funds expended and progress to date. SKHHP will rely on these quarterly reports to determine whether Contractor is making satisfactory progress on the project.
11. SKHHP may inspect the project site during the project's construction.
12. After occupancy, the Contractor will submit annual reports to SKHHP summarizing the number of project beneficiaries, housing expenses for the target population, and the proportion of those beneficiaries that are low- and/or moderate-income and that meet other eligibility criteria established in the Contract. The Annual Report shall be submitted through the Washington State Housing Finance Commission's Web-Based Annual Reporting System (WBARS) unless otherwise approved by SKHHP. The Annual Report shall include certifications to SKHHP that it is in compliance with the Covenant, which shall include the most current occupancy information, rent schedule (showing which Units are in each income class), a calculation justifying any increases in rents from the previous rent schedule, consistent with the Covenant and the Contract, and the actual rents being charged to each unit. SKHHP shall have the right to review rents for compliance and approve or disapprove them every year. In the event the Contractor submits annual certifications to satisfy the reporting requirements of multiple funders, Contractor will designate and report all units at the income class required by the most restrictive funder as well as the classification for purposes of the Covenant and this Contract. The Contractor shall also include with such certification any changes in the management policies for the Property and such other information covering the prior calendar year as SKHHP may request by notice at least ninety (90) days in advance of the due date, and with such accompanying documentation as SKHHP may request. The Annual Reports shall be submitted through WBARS by June 30 of each year and will be required for the full duration of the Affordability Period. SKHHP will also periodically evaluate all projects for long term sustainability.
13. For rental projects, Contractor shall maintain the project in good and habitable condition for the duration of its affordability term.
14. SKHHP shall reimburse the Contractor for satisfactory completion of the requirements specified in the Contract and upon Contractor's submission to SKHHP of invoices and supporting documentation of eligible expenses.
15. SKHHP shall retain 5% of the funding award ("retainage") and shall release the retainage only after construction is complete and all other obligations outlined in the contract have been satisfied.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5893 (Gaub)

A Resolution authorizing the Mayor to apply for, and if awarded, accept and administer a grant from the Washington State Department of Transportation relating to Project No. CP2518, Airport T-Hangar Upgrades

Meeting Date:

March 2, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5893.)

Department:

Public Works

Attachments:

Resolution No. 5893, WSDOT
Grant Agreement, Vicinity Map

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5893.

Background for Motion:

This Resolution would authorize the City to apply for and, if awarded, accept grant funds from the Washington State Department of Transportation to complete the construction phase of Project No. CP2518, Airport T-Hangar Upgrades. This grant, if awarded, would complete the funding for the project, which includes pending Federal Aviation grant funds from the FAA and accepted loan funds from the State through the Commercial Aviation Revitalization Board.

Background Summary:

Resolution No. 5893 authorizes the City to apply for and, if awarded, accept Washington State Department of Transportation (WSDOT) grant funds, for Project No. CP2518, Airport T-Hangar Upgrades.

The City previously applied for and was granted a loan through the Commercial Aviation Revitalization Board (CARB) and has applied for a federal grant through the Federal Aviation Administration (FAA). The City intends to apply for a WSDOT grant for the construction phase of this project to complete the funding. WSDOT requires City Council to adopt this Resolution before the application is submitted. The grant funds are accepted using a standard WSDOT Grant Agreement form. The current template of the standard WSDOT form has been included for reference. If awarded the grant, the agreement form would be filled out with the information for the project and executed to accept the grant funds in substantial conformity with the attached form.

The current wait time for enclosed hangar space at the Auburn Municipal Airport (Airport) is estimated at 15 years. The Airport plans to install interior walls and exterior doors on two rows of existing "open" hangars (Hangar Rows E & F) in order to address a portion of this demand and increase revenue at

the Airport. As an enterprise fund, the Airport is solely supported through the revenue that is generated by the Airport through rents, fees, and leases.

The total estimated cost of this project is \$2,413,000, which includes \$778,000 of 465 Airport Funds, a \$1,200,000 Washington State Department of Transportation Community Aviation Revitalization Board loan previously accepted by the City, a total of \$435,000 in FAA grants that are pending decision, and an anticipated \$11,447 in this WSDOT grant. If the WSDOT grant application is unsuccessful, the \$11,447 will be funded by the 465 Airport fund which has sufficient revenues.

The design phase of this project began in December 2025 and construction is scheduled to take place in 2026.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5893

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO APPLY FOR AND IF AWARDED ACCEPT AND ADMINISTER A GRANT FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATING TO PROJECT NO. CP2518, AIRPORT T-HANGAR UPGRADES

WHEREAS, the City of Auburn (the "City") provides aircraft hangars for users and tenants of the Auburn Municipal Airport ("Airport"). Airport management staff intends to add doors to several hangars to better serve the storage and security needs of Airport users and tenants, and to enhance the value of the Airport property; and

WHEREAS, an Airport T-Hangar Upgrades project (Project No. CP2518, "Project") is included in the City's adopted Capital Facilities Plan; and

WHEREAS, the proposed Project is estimated to cost approximately \$2,413,000; and

WHEREAS, the Airport budget has allocated \$778,000 towards the completion of this Project, has secured an additional \$1,200,000 in funding with a loan from the Washington State Department of Transportation Community Aviation Revitalization Board (CARB) and anticipates an additional \$435,000 in funding with a grant from the Federal Aviation Administration ("FAA") requiring matching fund of 5% of the FAA eligible costs; and

WHEREAS, the City intends to apply for WSDOT Aviation's Airport Aid Grant to pay up to 2.5% of the FAA eligible costs as matching funds; and

WHEREAS, the City has available matching funds in the 465 Airport Fund; and

WHEREAS, for submission of a grant application, WSDOT requires the City Council to authorize the City to seek the grant and to confirm that adequate matching funds are available; and

WHEREAS, it is in the best interest of the City to use WSDOT monies to finance capital improvements to the Auburn Municipal Airport.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The City of Auburn City Council expresses its support for the submission of a WSDOT grant application for the Airport T-Hangar Upgrades Project, finds that there is adequate City funds to provide matching funding for a WSDOT grant, and authorizes the Mayor or designee to apply for, and if awarded, accept, administer, and execute applicable funding agreements and amendments thereto, for a grant from WSDOT for the Project.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerkal errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



<h2 style="margin: 0;">Grant Agreement</h2> <p style="margin: 5px 0;">Washington Airport Aid Program</p>	Public Entity and Address
Airport Name	
Maximum State Grant Obligation	
\$	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, acting by and through the Aviation Division, Department of Transportation, (hereinafter the "STATE") and the above named Public Entity, (hereinafter the "PUBLIC ENTITY").

WHEREAS, the Public Entity has submitted to the State for Subvention of the Washington Airport Aid Program for (acquisition and/or development) of the _____ Airport together with the plans and specifications for such project, which project application has been approved by the State and is hereby incorporated herein and made a part hereof;

WHEREAS, the State has approved a project for development of the airport consisting of the following described airport development:

Project Number Detailed Breakdown By Items

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the State Act, and in consideration of the (a) Public Entity's adoption and ratification of the representations and assurances contained in said project application, and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to pay as its allowable costs incurred in accomplishing the project.

The terms and conditions of this grant agreement are as follows:

The maximum obligation of the State payable under this grant shall be _____.

The Public Entity shall:

1. Deposit in an Aviation Fund for said airport, at least \$ _____ to match the State's participation in said project.
2. Carry out and complete the project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the state.
3. In connection with the acquisition of real property for the project, the Public Entity shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the state except as otherwise directed by a court of competent jurisdiction after contested trial and judgment not resulting from an agreement between the parties.

4. No state funds will be paid to the Public Entity in any case until it certifies in writing that it has Aviation Funds for said airport in an amount equal to the state's participation, or the amount designated in paragraph (1) above, which deposited amount will be used solely for the purpose in question.
5. The Public Entity agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Washington money expended in behalf of the project to the State of Washington with reasonable interest. Further, the Public Entity agrees to keep the facility open during the useful life of the project or for a stated term of years, whichever is longer, as determined by the Aviation Division.
6. The Public Entity will make no charge to the State or its agencies for a limited, but reasonable, amount of state agency use or for state activity in search and rescue. And, further, RCW 47.68 is followed to best serve the public.

The allowable cost of the project shall not include any cost determined by the State to be ineligible for consideration as to allowability.

The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Public Entity.

This offer shall expire and the State shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on such subsequent date as are prescribed in writing by the State, in the approval letter for each project.

Except for those projects receiving both state and federal aid, the following inspection scheduled, and reporting system will be required:

- A. Inspection Schedule and Reporting system will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On project taking less than three (3) months, the Public Entity will be required to make reports and be inspected on the following schedule:
 1. Public Entity project commencement date.
 2. Public Entity report project completion date and request final inspection.
 3. State will make final inspection and sign-off project as completed.
 4. State will arrange for audit of account in accordance with regularly scheduled audit program.
- B. Projects taking over three (3) months will be set up on a quarterly inspection and progress report system. The Public Entity will be required to make reports and be inspected on the following schedule:
 1. Report project commencement date.
 2. Public Entity will make a three (3) months progress report. This will be a letter report giving percentage of project completed, fund expenditures to date, and short narrative of the project progress, problems encountered and plans for project completion.
 3. State will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the Public Entity.
 4. Public Entity will make report of completion of project and request final inspection.
 5. State will make final inspection and sign-off as completed.
 6. State will arrange for audit of account in accordance with regularly scheduled audit program.

It should be made clear that a violation of any of the terms of the Grant Agreement will leave the State free to choose among one or more of the following remedies:

- A. The withholding of any future airport aid, and/or
- B. The return of grant funds awarded as an action for specific performance, and/or
- C. Enforcement of the commitment made by the applicant.

The Public Entity's acceptance of this offer and ratification and adoption of the project application incorporated herein shall be evidenced by execution of this instrument by the Public Entity, as hereafter provided, and said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State and the Public Entity with respect to the accomplishment of the project and the operation and maintenance of the airport. Such allocation agreement shall become effective upon the Public Entity's acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

By: _____
Director, Aviation Division

The _____ does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

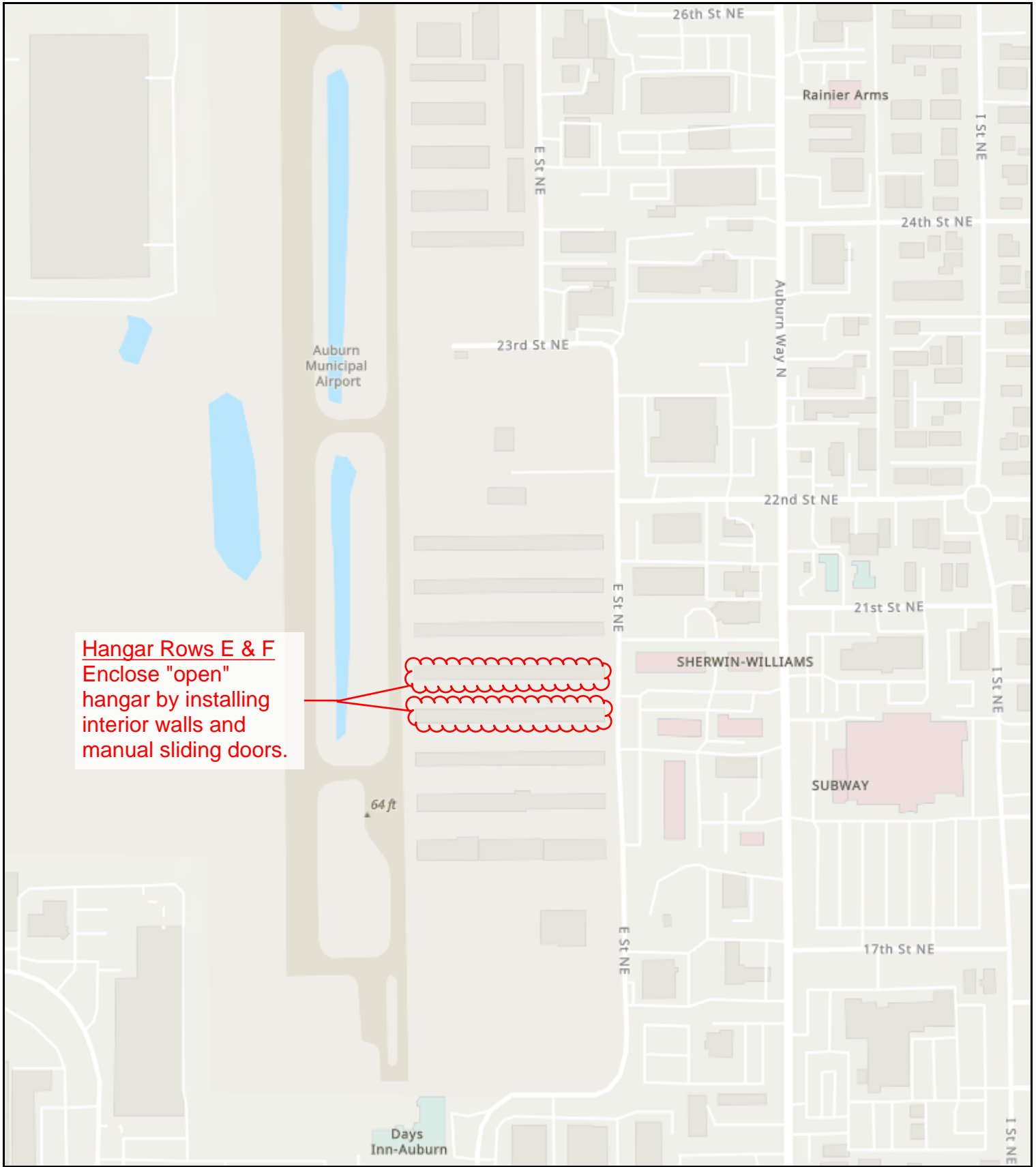
Executed this _____ day of _____, _____.

Name of Public Entity: _____

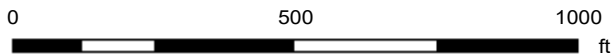
By: _____

Title: _____

Vicinity Map



Hangar Rows E & F
Enclose "open"
hangar by installing
interior walls and
manual sliding doors.

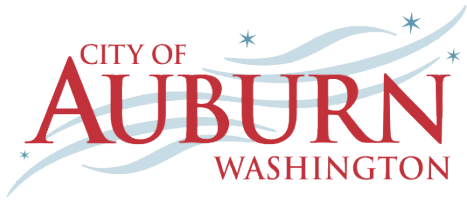


WGS84 Web Mercator (Auxiliary Sphere)

1: 6009



Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5896 (Krueger)

A Resolution authorizing the Mayor, or designee, to execute an agreement between the City of Auburn and the Department of Social and Health Services for grant fund acceptance

Meeting Date:

March 2, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5896.)

Department:

Parks, Arts & Recreation

Attachments:

Resolution No. 5896, DSHS
Grant Agreement

Budget Impact:

+\$20,000

Administrative Recommendation:

City Council to adopt Resolution No. 5896.

Background for Motion:

Resolution No. 5896 would authorize the Mayor to sign a contract for grant funding from the Department of Social and Health Services for \$20,000 to go toward equipment for specialized recreation programs within the Parks Department.

Background Summary:

The City was awarded a grant from the Department of Social and Health Services (DSHS) to receive \$20,000 for equipment for specialized recreational programs. This new contract will allow the City to use these grant funds to procure equipment that will be used in the specialized recreation programs. Approval of this Resolution would authorize the Mayor to sign the contract to accept the funds. A separate Budget Amendment will be forthcoming to capture the new revenue and expenditures related to this grant award during the first quarter of 2026.

Councilmember: Lisa Stirgus

Staff: Julie Krueger

RESOLUTION NO. 5896

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND THE DEPARTMENT OF SOCIAL AND HEALTH SERVICES FOR GRANT FUND ACCEPTANCE

WHEREAS, the City of Auburn applied for a grant through Department of Social and Health Services (DSHS) for program equipment for the specialized recreation programs; and

WHEREAS, the City of Auburn was awarded a \$20,000 grant; and

WHEREAS, it is necessary and appropriate for the City to enter into a new Contractual Agreement with DSHS to accept the grant;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The Mayor, or her designee, is authorized to execute an Agreement between the City and Department of Social and Health Services, which agreement will be in substantial conformity with the agreement attached hereto.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



GRANT AGREEMENT

DSHS Agreement Number:
2688-68407
 Competitive Grant:
 Entitlement Grant

Recreation

This Grant Agreement is between the State of Washington Department of Social and Health Services (DSHS) and the Grantee identified below, and is governed by Chapter 43.20A RCW.

Program Agreement Number:

 Grantee Agreement Number:

GRANTEE NAME City of Auburn		GRANTEE doing business as (DBA) City of Auburn City Parks	
GRANTEE ADDRESS PARKS & RECREATION DEPT 910 9TH ST SE Auburn, WA 98002		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 171-000-010	DSHS INDEX NUMBER 22473
GRANTEE CONTACT Kjerstin Lange	GRANTEE TELEPHONE Click here to enter text.	GRANTEE FAX	GRANTEE E-MAIL ADDRESS klange@auburnwa.gov
DSHS ADMINISTRATION Developmental Disabilities Admin	DSHS DIVISION Division of Developmental Disabilities	DSHS AGREEMENT CODE 1000LC-88	
DSHS CONTACT NAME AND TITLE Heather Chappell Contracts Coordinator		DSHS CONTACT ADDRESS 1009 College Street SE Suite 100 Lacey, WA 98503	
DSHS CONTACT TELEPHONE (360)584-7955	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS DanThompsonAccount@dshs.wa.gov	
IS THE GRANTEE A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		ASSISTANCE LISTING NUMBER(S)	
AGREEMENT START DATE 01/01/2026	AGREEMENT END DATE 06/30/2027	AGREEMENT MAXIMUM AMOUNT \$20,000.00	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): No Data Security Exhibit			
The terms and conditions of this Agreement are an integration of and constitute the final, entire and exclusive understanding of the agreement between the parties, superseding and merging all previous agreements, writings, and communications between the parties made prior to or at the signing of this Agreement. The parties signing below warrant they have read and understand this Agreement, and have authority to enter into this Agreement.			
GRANTEE SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		Rainavimarie Rivas, Contract Manager	DATE SIGNED

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Grant Agreement (hereinafter referred to as the “Agreement”), shall each have the following definitions:
 - a. “Central Contracts and Legal Services” means the DSHS central headquarters contracting office, or successor section or office.
 - b. “Confidential Information” or “Data” means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. “Grant Agreement” or “Agreement” or “Contract” means the entire written agreement between DSHS and the Grantee, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this agreement in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this agreement shall be the same as delivery of an original.
 - d. “CCLS Chief” means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. “Grantee” or “Contractor” means the individual or entity performing services pursuant to this Agreement and includes the Grantee’s owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Agreement. For purposes of any permitted Subcontract, “Grantee” includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. “Debarment” means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. “DSHS” or the “Department” means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key;” a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. “Personal Information” means 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.
 - j. “Physically Secure” means that access is restricted through physical means to authorized individuals only.
 - k. “RCW” means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - l. “Regulation” means any federal, state, or local regulation, rule, or ordinance.
 - m. “Secured Area” means an area to which only authorized representatives of the entity possessing

DSHS General Terms and Conditions

the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

- n. "Subcontract" means any separate agreement or Agreement between the Grantee and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Grantee is obligated to perform pursuant to this Agreement.
- o. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- p. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- q. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. Amendment. This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Grantee shall not assign this Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations.

- a. DSHS shall provide funding to the Grantee only for authorized project work provided in accordance with this Agreement.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

5. Compliance with Applicable Law and Washington State Requirements.

- a. **Applicable Law.** At all times during the term of this Agreement, the Grantee shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
- b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and

DSHS General Terms and Conditions

executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

- c. **Certification Regarding Russian Government Contracts and/or Investments.** Grantee shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Grantee, by signature to this Agreement, certifies that the Grantee is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Grantee also agrees to include the above certification in any and all Subcontracts into which it enters. The Grantee shall immediately notify DSHS if, during the term of this Agreement, Grantee does not comply with this certification. DSHS may immediately terminate this Agreement by providing Grantee written notice if Grantee does not comply with this certification during the term hereof.

6. Confidentiality.

- a. The Grantee shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with Grantee's performance of the services contemplated hereunder, except:
- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Grantee shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Grantee to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:

DSHS General Terms and Conditions

- (a) Use a Trusted System.
- (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DSHS Data Security Requirements Exhibit is attached to this Agreement, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this Agreement.
- c. Upon request by DSHS, at the end of the Agreement term, or when no longer needed, Confidential Information shall be returned to DSHS or Grantee shall certify in writing that they employed a DSHS approved method to destroy the information. Grantee may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Agreement.
 - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the Agreement with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the Agreement within one (1) business day of discovery. Grantee must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

- 7. **Debarment Certification.** The Grantee, by signature to this Agreement, certifies that the Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Grantee also agrees to include the above requirement in any and all Subcontracts into which it enters. The Grantee shall immediately notify DSHS if, during the term of this Agreement, Grantee becomes Debarred. DSHS may immediately terminate this Agreement by providing Grantee written notice if Grantee becomes Debarred during the term hereof.
- 8. **E-Signature and Records.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- 9. **Governing Law and Venue.** This 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 Superior Court for Thurston County.
- 10. **Relationship Between the Parties.** The parties understand and agree that no employer-employee relationship will be created by this Agreement. The Grantee and his or her employees or agents performing under this Agreement are not employees or agents of the Department. The Grantee, his or her employees, or agents performing under this Agreement will not hold himself/herself out as, nor

DSHS General Terms and Conditions

claim to be, an officer or employee of the Department by reason hereof, nor will the Grantee, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

11. **Inspection.** The Grantee shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Grantee's place of business, Grantee's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Grantee's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive for six (6) years following this Agreement's termination or expiration.
12. **Maintenance of Records.** The Grantee shall maintain records relating to this Agreement and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. All records and other material relevant to this Agreement shall be retained for six (6) years after expiration or termination of this Agreement.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Agreement or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Termination for Default, and Termination or Expiration Procedure.
16. **Agreement Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of this Agreement or Program Agreement:

- a. At DSHS's discretion, the Agreement or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Grantee to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed prior to the normal completion date of this Agreement.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

DSHS General Terms and Conditions

- (2) When DSHS determines that the funding insufficiency is resolved, it will give Grantee written notice to resume performance. Upon the receipt of this notice, Grantee will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
- (3) If the Grantee's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the Agreement by giving written notice to Grantee. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

c. DSHS may immediately terminate this Agreement by providing written notice to the Grantee. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

17. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement. Only the CCLS Chief or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

Additional General Terms and Conditions:

18. **Commencement of Work.** No project work shall be performed by the Grantee until the Agreement is executed by the Grantee and DSHS and received by DSHS.
19. **Construction.** The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
20. **Grantee Certification Regarding Ethics.** The Grantee certifies that the Grantee is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Agreement.
21. **Grantee Commitments, Warranties and Representations.** Any written commitment by the Grantee within the scope of this Agreement shall be binding upon the Grantee. Failure of the Grantee to fulfill such a commitment may constitute breach and shall render the Grantee liable for damages under the terms of this Agreement. For purposes of this section, a commitment by the Grantee includes but is not limited to: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by the Grantee in its response to the solicitation resulting in this Agreement ("Bid") or contained in any Grantee or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Bid or used to effect the sale to DSHS.
22. **Disputes.**
- a. In the event a bona fide dispute concerning a question of fact arises between DSHS and the Grantee that cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.
 - b. The initiating party shall reduce its description of the dispute to writing and deliver it to the

DSHS General Terms and Conditions

responding party. The responding party shall respond in writing within three (3) Business Days (which shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington). The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

- (1) If the dispute cannot be resolved after three (3) Business Days, a dispute resolution panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) Business Days.
 - (2) The dispute resolution panel will review the written descriptions of the dispute, gather additional information as needed, and render a written decision on the dispute in the shortest practical time.
 - (3) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.
- c. Unless irreparable harm will result, the parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
 - d. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a dispute resolution panel whenever possible.
 - e. Except to the extent that disclosure is required by applicable law or court order, all negotiations pursuant to this clause are confidential and shall be treated by the parties as statements made in compromise negotiations for purposes of the rules of evidence.
 - f. DSHS and the Grantee agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.
 - g. If the subject of the dispute is the amount due and payable by DSHS for services being provided by the Grantee, the Grantee shall continue providing services pending resolution of the dispute provided DSHS pays the Grantee the amount DSHS, in good faith, believes is due and payable, and may withhold the difference between such amount and the amount the Grantee, in good faith, believes is due and payable.

23. Indemnification and Hold Harmless.

- a. The Grantee shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind or nature, arising out of or relating to a) the Grantee's or any Subcontractor's performance or failure to perform this Agreement, or b) the acts or omissions of the Grantee or any Subcontractor.
- b. The Grantee's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- c. The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify,

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defend, and hold harmless the State and its agencies, officials, agents, or employees.

- d. Nothing in this term shall be construed as a modification or limitation on the Grantee's obligation to procure insurance in accordance with this Agreement or the scope of said insurance.

24. Limitation of Liability.

- a. This section does not modify any sections or any other conditions as are elsewhere agreed to herein between the parties. The following are not considered consequential, incidental, indirect, or special damages as the term is used in the foregoing section.
 - (1) Claims pursuant to any provision of this Agreement calling for liquidated damages;
 - (2) Claims for attorney's fees and other litigation costs DSHS becomes entitled to recover as a prevailing party in an action;
 - (3) Claims for physical damage to real or tangible property;
 - (4) Claims arising from reckless or intentional misconduct;
 - (5) Amounts due or obligations under the following sections, if included: (i) indemnification; (ii) intellectual property indemnification; (iii) inspection and maintenance of records; (iv) damages resulting from default; (v) data security requirements; (vi) or breaches of confidentiality including disclosure of PHI; or
 - (6) Any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this Agreement to be maintained, by the Grantee.
- b. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

25. Patent and Copyright Indemnification.

- a. The Grantee, at its expense, shall defend, indemnify, and hold DSHS harmless from and against any claims against DSHS that any Product or Work Product supplied hereunder, or DSHS's use of the Product or Work Product within the terms of this Agreement, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide. Product shall mean any Grantee-supplied equipment, Software, or documentation. The Grantee shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by DSHS provided that DSHS:
 - (1) Promptly notifies the Grantee in writing of the claim, but DSHS's failure to provide timely notice shall only relieve the Grantee from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to the Grantee; and
 - (2) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant the Grantee sole control of the defense and all related settlement negotiations.
- b. If such claim has occurred, or in the Grantee's opinion is likely to occur, DSHS agrees to permit the Grantee, at its option and expense, either to procure for DSHS the right to continue using the

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Product or Work Product or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Product or Work Product is enjoined by a court and the Grantee determines that none of these alternatives is reasonably available, the Grantee, at its risk and expense, will take back the Product or Work Product and provide DSHS a refund. In the case of Work Product, the Grantee shall refund to DSHS the entire amount DSHS paid to the Grantee for the Grantee's provision of the Work Product. In the case of Product, the Grantee shall refund to DSHS its depreciated value. No termination charges will be payable on such returned Product, and DSHS will pay only those charges that were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of four (4) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by DSHS shall be refunded by the Grantee.

c. The Grantee has no liability for any claim of infringement arising solely from:

- (1) The Grantee's compliance with any designs, specifications or instructions of DSHS;
- (2) Modification of the Product or Work Product by DSHS or a third party without the prior knowledge and approval of the Grantee; or
- (3) Use of the Product or Work Product in a way not specified by the Grantee;

unless the claim arose against the Grantee's Product or Work Product independently of any of these specified actions.

d. This Section, *Patent and Copyright Indemnification*, is intended to survive the expiration or termination of the agreement.

- 26. Public Records Act.** The Grantee acknowledges that DSHS is subject to the Public Records Act (Chapter 42.56 RCW) and that this Agreement is a public record as defined in Chapter 42.56 RCW. Any specific information that is claimed by the Grantee to be Proprietary Information must be clearly identified as such by the Grantee. "Proprietary Information" means information owned by the Grantee to which the Grantee claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws. To the extent consistent with Chapter 42.56 RCW, DSHS will maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view the Grantee's Proprietary Information, DSHS will notify the Grantee of the request and of the date that such records will be released to the requester unless the Grantee obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Grantee fails to obtain the court order enjoining disclosure, DSHS will release the requested information on the date specified.
- 27. Subcontracting.** Except as otherwise provided in this Agreement, the Grantee shall not Subcontract any of the contracted services without the prior written approval of DSHS. Grantee is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Grantee or its Subcontractors to perform the obligations of this Agreement shall not discharge the Grantee from its obligations hereunder or diminish DSHS' rights or remedies available under this Agreement.
- 28. Termination for Convenience.** DSHS may terminate this Agreement in whole or in part when it is in the best interest of DSHS by giving the Grantee at least thirty (30) calendar days' written notice.

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29. Termination for Default. The CCLS Chief may immediately terminate this Agreement for default, in whole or in part, by written notice to the Grantee if DSHS has a reasonable basis to believe that the Grantee has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client;
- c. Failed to perform under, or otherwise breached, any term or condition of this Agreement; and/or
- d. Violated any applicable law or regulation.

If it is later determined that the Grantee was not in default, the termination shall be considered a termination for convenience.

30. Termination or Expiration Procedure. The following terms and conditions apply upon Agreement termination or expiration:

- a. The Grantee shall cease to perform any services required by this Agreement as of the effective date of termination or expiration.
- b. If the Agreement is terminated, the Grantee shall comply with all instructions contained in the termination notice.
- c. The Grantee shall immediately deliver to the DSHS contact named on page one of this Agreement, or to his or her successor, all DSHS property in the Grantee's possession. The Grantee grants DSHS the right to enter upon the Grantee's premises for the sole purpose of recovering any DSHS property that the Grantee fails to return within ten (10) calendar days of the effective date of termination or expiration of this Agreement. Upon failure to return DSHS property within ten (10) calendar days, the Grantee shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Agreement for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Grantee that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement, including consequential and incidental damages.

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1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Agreement, shall each have the following definitions:

- a. "Activity /Event Supplies" means the costs associated with participation in recreation activities without which participation would not be possible, or the activity would be incomplete.

Examples of allowable costs include, but are not limited to:

- i. Venue daily entry fees (such as climbing gyms, zoos, sport-centers, movie theaters, YMCA, etc.) for participants including staff, caregivers, and people with I/DD.
- ii. Daily rentals of equipment (such as adaptive gear for cycling, kayaking, climbing, bowling shoes, roller-skates, gold clubs, tennis racquets, etc.) for participants including staff, caregivers, and people with I/DD.
- iii. Tickets for admission to sporting events for participants including staff, caregivers, and people with I/DD.
- iv. Materials intended for crafts or event attendance (such as parade costumes) for participants including staff, caregivers, and people with I/DD.
- v. Recreation/event/activity supplies, such as adaptive equipment, which will remain in ownership by the Grantee for future use (in accordance with Special Terms and Conditions).

Prohibited items include, but are not limited to:

- vi. Event ancillaries (such as meals, beverages, snacks, and meal preparation ingredients).
 - vii. Membership fees for events/programs/activities beyond daily admission rates.
 - viii. Items or materials intended for ownership by Grantee participants beyond the Grantee's activity use.
 - ix. Any other expense(s) that is/are determined to be ineligible by DDCS.
- b. "Backup documentation" may include but not limited to receipts, product use logs, personnel time sheets (with specific designation of hourly participation in Grant activity), etc.
- c. "Budget Tracker" means a detailed document tracking the revenue and expenditures from the grant, by category, per billing cycle and cumulatively, from the budget.
- d. "Client" means a person who has a developmental disability under RCW 71A.10.020(6) and has been determined eligible to receive services from the Department of Social and Health Services (DSHS) Developmental Disabilities Administration (DDCS) under chapter 71A.16 RCW.
- e. "Community Activity" means something that brings people together to interact and communicate with each other that does not occur in a client's home.
- f. "Community-Based Field Trip" means an excursion that takes place outside the Client's home, which offers an opportunity to utilize their social skills and enrich daily life.
- g. "Community social clubs" means a regular meeting time and space where children and young

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people can come together in a supervised and supportive environment to play, interact, and socialize with each other under the guidance of specialized staff who facilitate positive social interactions. Community social clubs primarily serve DDCCS eligible children and youth whilst supporting the inclusion of DDCCS eligible children's siblings and friends as appropriate.

- h. "Developmental Disabilities Community Services" or "DDCCS" or "Developmental Disabilities Administration" or "DDCCS" means a division within Department of Social and Health Services (DSHS) and Home and Community Living Administration (HCLA). "Full-time Employee" or "FTE" means a unit of measurement that indicates the number of hours an employee works.
- i. "I/DD" means a group of conditions due to an impairment in physical, learning, language, or behavior areas. These conditions begin during the developmental period, may impact day-to-day functioning, and usually last throughout a person's lifetime.
- j. "Indirect costs", sometimes called "overhead costs", are business or operational costs incurred for a common purpose and not directly connected with a specific project. Indirect costs include costs incurred by the recipient, and may include costs incurred by others who supply goods, services, or facilities to the recipient, such as: Utilities for a facility used for both project-related and non-project-related recipient activities; Maintaining a department that provides services to a project, as well as other recipient activities (e.g., a warehouse or mailroom or accounting or payroll / HR); and Supervisory staff or management who oversee project activities and other, non-project-related recipient activities. The maximum allowable amount being 15% of total award amount.
- k. "Meaningful Activities" means any activity that the Client finds meaningful in the community.
- l. "Physical activity supplies" may include item procurement such as, but not exclusive to, yoga mats, adaptive bikes, exercise equipment, sports equipment, balls, basketball hoops, and soccer goals.
- m. "Play" means engaging in an enjoyable and/or entertaining activity.
- n. "Project Scope" means defining goals, deadlines, and project deliverables.
- o. "Recreation" means activities individuals choose to do during their leisure time for personal enjoyment, relaxation, and well-being.
- p. "Respite care" means temporary, short-term relief for unpaid caregivers, allowing them a break from their caregiving duties. For purposes of this contract, it can not be otherwise covered by HCBS waiver or funded by other state/federal funds.
- q. "Respite in community settings provider" is an organization that provides respite services through its program, utilizing a team of employees and/or volunteers.
- r. "Socialization" means the act of interacting with others.
- s. "Therapeutic Recreation" means a systematic process that uses recreation and other activity-based interventions to meet the specific assessed needs of individuals with illnesses or disabilities.
- t. "Tribal Communities" means a tract of land held by an Indian tribe recognized by the Federal Bureau of Indian Affairs' Office of Federal Acknowledgement under 25 CFR Part 83.

- 2. Purpose and Legal Authority.** Pursuant to the Revised Code of Washington (RCW) 43.20A.050, DSHS is authorized to enter into a grant agreement for the purposes set forth herein.

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The purpose of this grant agreement is to enhance community-based services by expanding inclusive recreation opportunities through the purchase and implementation of portable bocce ball courts and adaptive accessories for DDCA-eligible clients in King County and to provide opportunities for client participation in year-round indoor and outdoor bocce programming, competitions, and social engagement activities.

3. **Integrated Settings:** Grantee must adhere to the Home and Community Based settings (HCBS) requirements under 42CFR 441 530(a)(1), including that:
 - a. The setting is integrated in the greater community and supports individuals to have full access to the greater community; and
 - b. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS.
4. **Client Rights.** Grantee and subcontractors must adhere to all federal and state legislation for client rights including but not limited to, RCW 71A.26.
5. **Funding Requirements.** Project expenditures must meet RCW 71A.20.170. Funds received from DSHS for this project shall be used to:
 - a. Supplement, and may not replace, supplant, or reduce current state expenditure levels for supports and services in the community setting for eligible persons with developmental disabilities.
 - b. Benefit people who are eligible to receive services from the Developmental Disabilities Administration (DDA). This includes people who are currently receiving DDA services, as well as people who are on the No Paid Services (NPS) Caseload and not currently receiving DDA services.
 - c. Improve or enhance the Medicaid Home and Community Based Services (HCBS) system.
 - d. Duplicative services are not allowed for the same Client when other providers are performing the same or similar service(s). Goods and services may not duplicate other goods or services available through Washington Medicaid (Apple Health), Medicare, or other legally liable resources.
6. **Grantee Qualifications.** The grantee shall meet the minimum qualifications:
 - a. A current Washington State Business License or a valid explanation of why the person is exempt from registering the business with the state of Washington.
 - b. The grantee and any employees of the Grantee must maintain all necessary license registration and certification as required by State statutes or regulations.
 - c. Grantees who provide purchasing and payment services must use a financial business account (i.e. credit cards or checks) to make purchases on behalf of clients which will be reimbursed. The Grantee's personal financial accounts may not be used.
 - d. Grantees who are a legal manufacturer, a retail establishment, or a wholesale distributor of technology or other goods that hold a signed DSHS grant for Assistive Technology, Specialized Equipment and Supplies, or other closely related grant are not eligible for this grant.
 - e. Grantees who provide transportation services must meet the following qualifications:
 - (1) Operate and maintain the transportation vehicles in a manner consistent with protecting and

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promoting the Client health and welfare.

- (2) Have a current, active driver's license, or employ drivers who have current drivers' licenses, appropriate to the operation of the vehicle(s) utilized in the transport of Clients.
- (3) Have applicable Business Automobile Liability Insurance as described in this Grant before providing transportation.

7. Statement of Work.

Objective 1: Expand Inclusive Recreation Capacity

- (1) Purchase and implement four portable bocce courts and adaptive accessories.
 - a. Shall be evidenced by, but not limited to, documentation of equipment purchased including invoices, photos of courts/accessories, and proof of delivery.
- (2) Train staff on new bocce court setup, safety, and adaptive use of bocce equipment.
 - a. Shall be evidenced by, but not be limited to, documentation of training attendance, acknowledgement forms, certificates.
- (3) Increase program capacity by at least 40% by end of contract period and add two new indoor classes by the end of the performance period.
 - a. Shall be evidenced by, but not limited to, updates about program participation, number of DDCS-eligible clients served, class lists, event details, and photos of activities.

Objective 2: Implement Year-Round Indoor and Outdoor Recreation

- (1) Introduce indoor and outdoor year-round bocce programming by scheduling new programs and events, including all classes (bocce, boccia, and/or bowling).
 - a. Shall be evidenced by, but not limited to, schedule of new programs and events, including all classes (bocce, boccia, and/or bowling) added to the programming schedule.
- (2) Provide monthly access to new courts and host one community tournament within the first year.
 - a. Shall be evidenced by, but not limited to, updates about program participation, number of DDCS-eligible clients served, class lists, event details, and photos of activities.
- (3) Purchase awards/medals for participants of the community tournament. Shall be evidenced by receipts and reporting.

Objective 3: Strengthening Community Engagement and Partnerships

- (1) Build partnerships with at least two local organizations that may include Special Olympics and/or Auburn Bocce Club to increase participation numbers through networking opportunities and community outreach.
 - a. Shall be evidenced by, but not be limited to, reports of engagement with I/DD community

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organizations through attending meetings, agendas or flyers of activities attended, screenshots of virtual meetings.

8. **Ownership and Use.** The Grantee will retain ownership of items purchased according to this Agreement and use the items only for the purposes detailed in this Agreement. When not needed for the original purpose of this Agreement, the items may be used for other activities related to enhancing services to the I/DD Community. Future costs associated with the purchased items are the sole responsibility of Grantee.
9. **Presentation, Curriculum, and Promotional Materials.** Any communications intended for public distribution that uses DSHS /DDA’s logo shall comply with DSHS’s graphic requirements, and any additional requirements specified in this Agreement. Before the use of DSHS’s logo, contact DSHS for guidelines.
10. **Grant Award.** In accordance with the terms and conditions of this Agreement, DSHS shall provide Grantee with up to a maximum grant of \$20,000 (the “Grant”) for satisfactory performance of the Project work funded under this Agreement, as describe above in the Statement of Work. The Contractor shall be reimbursed for the actual cost of goods and services purchased as approved by DDCS and the completion of activities listed in the statement of work. Funding may be moved between budget categories upon written permission of DSHS and will not require an amendment.

Budget Category	Budget Amount
Four Portable Bocce Ball Courts (Regulation competition size 60’X12’– Special Olympics standard)	\$9,000.00
Four Packalene sets to show portable court lines for each court	\$2,300.00
Four Adaptive Bocce/Bowling Ramps – for outdoor play	\$600.00
Four Bocce Ball sets (Accessories) – for outdoor play	\$400.00
Four boccia adaptive ramps – for indoor surfaces/play	\$2,000.00
Boccia equipment kit	\$1,100.00
Four boccia ball sets (softer balls, suitable for Paralympics, individuals with severe disabilities, and for indoor play) keeping facilities in good condition (no dents in floors etc.)	\$2,100.00
Awards/Medals for competitions and tournaments	\$2,500.00
Total	\$20,000

11. **Performance Period.** All work under this agreement shall be completed by June, 30, 2027. Positive impacts on the I/DD community are expected to continue post completion of this agreement. To be in alignment with the Ownership and Use section of this agreement DSHS may require reporting on programming up to six years post award.

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- 12. Reporting.** The Contractor shall provide quarterly updates to DSHS/DDCS using the suggested format below. Updates must include a budget tracker and be submitted electronically to DSHS DDCS Program Manager at DanThompsonAccount@dshs.wa.gov. The purpose of the report is to show documentation of progress towards Objective(s) and Output(s) as listed in the Statement of Work.
- (1) The report format shall include but is not limited to:
- a. Report on the procurement of items intended for use towards executing the statement of work within this agreement.
 - b. Report on the staff activities that assisted in the execution of the statement of work within this agreement.
 - c. Report on the trips, activities, and events taken with clients showing increased community activity levels for Clients. The report should include information on the impact on BIPOC and/or Tribal Communities specifically if applicable. If there is no impact on BIPOC and/or Tribal Communities specifically, there shall be an account of attempts made for inclusivity including but not limited to outreach, marketing, or other means.
 - d. Report should include planned trips, activities, and events for the next reporting period with anticipated participation, community engagement/marketing pursuits. The report should include information on attempts made for inclusivity with BIPOC and/or Tribal Communities, including but not limited to outreach, marketing, or other means.
 - e. Report should include any collaborative engagements with other organizations to successfully execute the Statement of Work within this agreement.
 - f. If Report includes images of participant(s), a release must be provided that is required with DSHS, it cannot be a release drafted by the Grantee.
- (2) The Grantee shall provide a cumulative final report for the final invoice including the above and listing outcomes, results, and impacts of this project for DDCS eligible clients. The report should include a combination of statistics for clients using the services and a testimony of an improved experience because of the services being provided. The final report shall be submitted electronically to DSHS DDCS Program Manager at DanThompsonAccount@dshs.wa.gov with the Contractor's final invoice.
- 13. Monitoring Visit.** The Grantee shall agree to a minimum of one monitoring visit during the term of the contract to ensure movement in the execution and adherence to the expectations held within the terms of this contract. This visit may be done in-person or virtually.
- 14. Recurring Visit.** Check in meetings to review progress, barriers to completing deliverables, invoicing concerns and questions, provide guidance to adherence to contractual obligations through the statement of work. Frequency of recurring visits will be quarterly and will be completed either in-person or virtual with the Dan Thompson team.
- 15. Billing and Payment.**
- a. The Grantee shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS and a budget tracker. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the Grant Manager at DanThompsonAccount@dshs.wa.gov. Invoices shall be submitted at a minimum of quarterly, but may be submitted monthly if Grantee so desires.

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- b. Invoices shall include a budget tracker, backup documentation, and quarterly update report. If there are no expenditures within the invoicing period, the Contractor will submit a budget tracker showing a \$0.00 expenditure and a quarterly update report. Budget tracker, invoices and update report shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and the costs invoiced. The per diem rates put forth by the Office of Financial Management (OFM) shall be used when considering mileage, meals, and/or lodging set forth in the budget section of this Grant.
- c. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoice. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- d. DSHS may, at 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.
- e. Contractor shall not be reimbursed for any purchases not authorized by this contract.

16. Corrective Actions. DSHS will notify Grantee of any and all concerns had with reporting, invoicing, client engagement, and all other issues pertaining to the execution and adherence to this agreement in writing. A written notification for a corrective action needing to be completed will be sent via email to Grantee. The Grantee will have up to seven (7) days to respond to this notification with the actions to be taken to correct the issues. If corrective action plan is not completed and/or adhered to by the Grantee to the satisfaction of DSHS, termination of contract for cause will be determined and appropriate steps to taken forthwith.

17. Background Check. The signatory for this Grant agrees to undergo and successfully complete a DSHS criminal history background check conducted by DSHS or the AAA every two years, and as required under RCW 43.20A.710, and RCW 43.43.830 through 43.43.842. If the Grantee has owners, employees or volunteers who may have unsupervised access to Clients in the course of performing the work under this Grant, the Grantee shall require those owners, employees or volunteers to successfully complete a criminal history background check prior to any unsupervised access and at least every two years thereafter. The Grantee must maintain documentation of successful completion of required background checks.

18. Insurance.

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

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Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$2,000,000; General Aggregate - \$4,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.