

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	Response Systems Division
Contract or Grant Administrator:	Eric Chambers
Contractor's / Agency Name:	Seattle Foundation

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):	ALN#:
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):
Yes <input type="checkbox"/>	No <input type="checkbox"/>

Method of Procurement:	Contract Cost Center:	18538527. 4369.4000
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Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 3,603,879	
This Amendment Amount:	
\$	
Total Amended Amount:	

Contract Term Ends: 04/15/2031

Contract Routing:	1. Prepared by:	EKC	Date:	03/25/2026
	2. Attorney signoff:	JCW	Date:	04/14/2026
	3. AS Finance reviewed:	D. Kempf	Date:	04/20/2026
	4. IT reviewed (if IT related):		Date:	
	5. Contractor signed:		Date:	
	6. Executive Contract Review:		Date:	
	7. Council approved (if necessary):	AB2026-334	Date:	
	8. Executive signed:		Date:	
	9. Original to Council:		Date:	



GRANT AGREEMENT

By and between

SEATTLE FOUNDATION, as Fiscal Sponsor for Disability Rights Washington with respect to distribution of Diversion Program Funds pursuant to the *A.B. ex rel. Trueblood v. Washington State Department of Social & Health Services* Settlement Agreement, Grantor.

And

WHATCOM COUNTY, Grantee

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FACE SHEET

Grant Agreement Number: PBH-P5-001

Project Name: Phase V of the *Trueblood* Diversion Grant Program, Whatcom County

SEATTLE FOUNDATION, as Fiscal Sponsor for Disability Rights Washington with respect to distribution of Diversion Program Funds pursuant to the *A.B. ex rel. Trueblood v. Washington State Department of Social & Health Services Settlement Agreement*

1. GRANTEE WHATCOM COUNTY		2. GRANTEE Doing Business As (optional)	
3. GRANTEE Representative Eric K. Chambers, Special Projects Manager		4. SEATTLE FOUNDATION Representative Mandy Huggard, Controller	
5. Grant Amount \$3,603,879	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Upon Final Signature	8. End Date 4/15/2031
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID #	11. SWV #	12. UBI #	13. UEI #
14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for a Court Monitor-approved Project that furthers the goals and objectives of Settlement Agreement for A.B. ex rel. <i>Trueblood v. Washington State Department of Social & Health Services</i> as such Project is described in Attachment A — Scope of Work.			
SEATTLE FOUNDATION, defined as Seattle Foundation, a Washington nonprofit corporation, acting as Fiscal Sponsor to Disability Rights Washington, a Washington nonprofit corporation (“DRW”), pursuant to its capacity as legal representatives of the class members in <i>A.B. ex rel. Trueblood v. Washington State Department of Social & Health Services</i> , and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both Parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A — Scope of Work, Attachment B — Project Budget, Attachment C — Advance Payment Schedule, Attachment D -- Certification of Availability of Funds to Complete the Project, Attachment E — Certification of the Payment and Reporting of Prevailing Wages, Attachment F— Certification of Evergreen Sustainable Development Standards, Attachment G – Legal Description of the Property, Attachment H – Form of Memorandum of Agreement, application as submitted for grant funding, applicable <i>Trueblood</i> Notice of Funding Availability, and applicable <i>Trueblood</i> Program Guidelines (as they may be revised from time to time).			
WHATCOM COUNTY _____ Name: <u>Satpal Singh Sidhu</u> Its: <u>County Executive</u> Date: _____		SEATTLE FOUNDATION _____ Name: <u>Larry Buycks</u> Its: <u>CEO</u> Date: _____	
Terms and conditions acknowledged by WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT _____ Name: _____ Its: _____ Date: _____			

WHATCOM COUNTY:

Approved as to form:

Janelle C. Wilson, Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

Agency

Seattle Foundation
Attn: Mandy Huggard
1601 5th Avenue, Suite 1900
Seattle, WA 98101

SPECIAL TERMS AND CONDITIONS

This Grant Agreement ("Agreement") is entered into by and between WHATCOM COUNTY ("GRANTEE") and Seattle Foundation ("Grantor" or "SEATTLE FOUNDATION"), a Washington nonprofit corporation, consistent with the fiscal sponsorship agreement with Disability Rights Washington ("DRW"), incorporated herein by reference (the "Fiscal Sponsorship Agreement"). This Agreement shall be effective as of the date of final signature ("Effective Date"). The Term of this Agreement shall commence of the Effective Date and end on the date of SEATTLE FOUNDATION's issuance and recording of the Estoppel Certificate of Completion as described in Section 11.B hereof or the earlier termination of this Agreement pursuant to the terms hereof. Upon expiration of this Agreement, SEATTLE FOUNDATION's surviving rights, obligations, benefits, and burdens, including, without limitation, those relating to restrictions on use of the Project as set forth in Section 8, shall be assigned to and assumed by the STATE OF WASHINGTON or another suitable entity as determined through the process outlined in Section 6.D in partnership with the WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT, provided, however, that SEATTLE FOUNDATION shall continue to benefit from the insurance and indemnification terms and conditions as set forth in Special Terms and Conditions Sections 12 and General Terms and Conditions Section 20.

BACKGROUND

A. In *A.B. ex rel. Trueblood v. Washington State Department of Social & Health Services* (hereinafter referred to as "*Trueblood*"), the court found that DSHS was violating the constitutional rights of pretrial criminal detainees in city and county jails by failing to provide them timely court-ordered competency evaluations and restoration services. The court certified a class of similarly situated criminal detainees, recognized their injuries, and issued a permanent injunction that requires DSHS to provide competency evaluation and restoration within strict time limits. Subsequent litigation established that DSHS failed to comply with the injunction for which the court imposed substantial fines. The court also has authorized the distribution of over \$80 million of the collected fines to diversion programs ("Diversion Program Funds") to help keep individuals from becoming Trueblood class members and to redress the harms DSHS continues to place on Trueblood class members.

B. Pursuant to the court's order, the *Trueblood* parties, together with a court-appointed monitor, Dr. Danna Mauch (the "Court Monitor") – and collectively known as the "Trueblood Diversion Workgroup" – recommend providers of diversion programs to receive Diversion Program Funds to provide additional facilities and/or services aimed at addressing systemic issues identified in the case. The Court Monitor works on behalf of the court to evaluate progress on compliance with the *Trueblood* court orders and the implementation of approved plans for the Diversion Program Funds. Diversion Program Funds implementation is monitored in collaboration with Plaintiffs' Counsel, representing the interests of *Trueblood* Class Members.

C. In furtherance of its charitable purposes, SEATTLE FOUNDATION entered into a Fiscal Sponsorship Agreement with DRW, to distribute the Diversion Program Funds to the court-approved diversion program providers (the "Court Approved Providers") pursuant to agreements by which the Court Approved Providers promise to provide certain specific facilities and/or services, and to monitor the Court Approved Providers' performance of such agreement.

D. The Fiscal Sponsorship Agreement provides SEATTLE FOUNDATION with oversight authority and variance powers over the Diversion Program Funds to ensure the Court Approved Providers comply with reporting obligations and the court-approved plans for the Diversion Program Funds.

E. Pursuant to the Fiscal Sponsorship Agreement, SEATTLE FOUNDATION now wishes to make a grant of Diversion Program Funds to Grantee, a Court Approved Provider, in accordance with the terms and conditions of this Agreement.

GRANTEE and SEATTLE FOUNDATION are individually a "Party" and, collectively, the "Parties."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the Parties agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. EXECUTION OF THE PROJECT

GRANTEE shall execute the Project, as described in Attachment A (Scope of Work), promptly, diligently, and in a workmanlike manner, consistent with industry standards and practices. GRANTEE shall ensure that all materials and workmanship are of high quality and suitable for their intended purpose. GRANTEE shall comply with all applicable laws, regulations, and codes in the performance of the work.

3. COMPENSATION

SEATTLE FOUNDATION shall pay an amount not to exceed \$3,603,879 necessary for or incidental to the performance of the Scope of Work. Of this amount, the amount SEATTLE FOUNDATION shall pay for capital costs shall not exceed \$3,087,940 and the amount SEATTLE FOUNDATION shall pay for services and other operating costs shall not exceed \$515,939.

4. CERTIFICATION OF FUNDS AND PERFORMANCE MEASURES

A. The release of *Trueblood* funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-*Trueblood* sources through a binding agreement to the extent necessary to provide or Complete the Project as set forth in ATTACHMENT D (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-*Trueblood* sources may consist of a combination of any of the following:

- i. Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii. Cash dedicated to the Project.
- iii. Funds available through a letter of credit or other binding loan commitment(s).
- iv. Pledges from foundations or corporations or other federal, state, or local governments.
- v. Pledges from individual donors.
- vi. In-kind contributions, subject to SEATTLE FOUNDATION'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-*Trueblood* sources and shall make such records available for SEATTLE FOUNDATION'S review upon reasonable request.

C. The release of *Trueblood* funds under this Grant Agreement is also contingent upon the GRANTEE certifying that it has vested title to interests in real property necessary for the Project OR fully executed agreements to acquire such real property interests contingent only upon payment therefor with *Trueblood* or non-*Trueblood* funds described above. For the purpose of this section, a restrictive covenant of no less than twenty-five (25) years will satisfy this requirement.

5. STATE PUBLIC WORKS

For work done at the cost of the State or any municipality, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

6. SITE CONTROL AND RESTRICTION TO USE BY TRUEBLOOD CLASS MEMBERS

A. Site Control. GRANTEE must provide written evidence of and maintain site control, either through outright ownership of the property on which the housing units created and or financed by this Agreement or a long-term lease, for a minimum of 25 years after the date SEATTLE FOUNDATION issues and records an Estoppel Certificate of Completion as described in Section 11.B hereof (“Commitment Period”). GRANTEE must provide written evidence of continuing site control as may be requested by SEATTLE FOUNDATION. For the purpose of this section, a restrictive covenant of no less than twenty-five (25) years will satisfy this requirement.

B. Restriction to Use by Trueblood Class Members. During the 25-year Commitment Period, GRANTEE shall not allow any use of the *Trueblood* Housing Units by any party other than *Trueblood* Class Members nor for any purpose other than for providing housing and related residential support services for *Trueblood* Class Members intended to prevent contact with the criminal system. This restriction (the “Covenant”) shall be expressly included in the Memorandum of this Grant Agreement described in Section 33 which shall be recorded in the real property records of Whatcom County, State of Washington and shall be a covenant running with the property on which the *Trueblood* Housing Units are located (the “Property”). The Covenant shall be binding on GRANTEE (and GRANTEE’S lessor if the property is leased) and any subsequent purchaser, mortgagee, lender, lessee, or any other person having any right, title or interest in the Property, so long as the Covenant shall remain in effect. The Covenant shall not be subordinated to the lien of any mortgage, deed of trust, or other encumbrance on any interest in the Property unless SEATTLE FOUNDATION expressly consents to such subordination in a written instrument properly executed, acknowledged and recorded. The legal description of the Property is attached hereto as Attachment G.

C. Covenant Survives Expiration or Termination; The Covenant shall survive the expiration or termination of this Grant Agreement. The Parties expect and intend that the Grantor SEATTLE FOUNDATION’S surviving rights, benefits and burdens of this Grant Agreement, including, without limitation, those of the Covenant, shall be assumed and exercised by the STATE OF WASHINGTON or another suitable entity as determined through the process described in Section 6D .

D. No later than the start of Year Four of this Five-Year Grant Agreement, the SEATTLE FOUNDATION and the Parties will issue written notice to the WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT to initiate discussions regarding the timely transition of the Covenant and associated site control and restriction to use by *Trueblood* Class Members of the Property to the STATE OF WASHINGTON or a mutually agreed upon suitable alternative. These discussions may include changes or modifications to the original terms as necessary to comply with state or federal law. For purposes of this discussion the WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT shall represent the STATE OF WASHINGTON and may assign responsibilities to itself or a designee(s) within the Washington State Executive Branch Cabinet Agency(ies) at the Expiration or Termination of the Grant Agreement. SEATTLE FOUNDATION shall send copies of the audit reports provided by GRANTEE pursuant to Section 9 of the General Conditions hereof to the STATE OF WASHINGTON with such notice.

7. DOCUMENTATION AND SECURITY

A. Deed of Trust. The obligations of GRANTEE under this Grant Agreement, including without limitation the obligation of GRANTEE to repay grant funds pursuant to Sections 16, 18, 22, and 32

hereof, shall be secured by a deed of trust or other appropriate security instrument in favor of SEATTLE FOUNDATION (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to SEATTLE FOUNDATION after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before SEATTLE FOUNDATION will reimburse or make any advance payment to the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the capital costs as set forth in Section 3. The Deed of Trust shall be in forms approved by SEATTLE FOUNDATION.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for the Commitment Period. Upon expiration of the Commitment Period and satisfaction of all other Grant Agreement terms and conditions, SEATTLE FOUNDATION shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall cause the subgrantee to purchase an extended coverage lender's policy of title insurance naming SEATTLE FOUNDATION, and its assignees and successors, including, without limitation, the STATE OF WASHINGTON, as the insured party, insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Subordination. SEATTLE FOUNDATION may, in its sole discretion, agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to SEATTLE FOUNDATION in writing, and SEATTLE FOUNDATION shall respond to the request in writing within 30 calendar days of receiving the request.

E. Deed of Trust on Leased Property. SEATTLE FOUNDATION may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, that is not subordinate to the fee interest if the Project is on leased property.

F. Assignment of Deed of Trust. The Deed of Trust shall be assigned to the STATE OF WASHINGTON or a suitable mutually agreed upon alternative as outlined in Section 6d upon Expiration of Grant Agreement following Issuance and recording of the Estoppel Certificate of Completion. The Deed of Trust shall remain in force until Grantee has satisfied all such obligations. Accordingly, upon SEATTLE FOUNDATION's issuance and recording of the Estoppel Certificate of Completion described in Section 11.B hereof, the Deed of Trust shall be assigned to STATE OF WASHINGTON or another suitable entity as determined through the process outlined in Section 6.D.

8. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to SEATTLE FOUNDATION evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.

B. GRANTEE purchases of real property from a related or subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

9. EXPENDITURES ELIGIBLE FOR PAYMENT OF GRANT FUNDS

Payments to the GRANTEE shall be made on a reimbursement basis or in advance pursuant to the budget and schedule set forth herein. The GRANTEE may be reimbursed, or may receive advance

payment, at the rate set forth elsewhere in this Grant Agreement, for work associated with the Project expenditures. Only those Project costs incurred after the date of execution, may be reimbursed or be the subject of advance payment. Reimbursable costs and costs paid in advance are determined by the Scope of Work, Attachment A.

Generally, costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;
 - iii. Labor and materials;
 - iv. Taxes on Project goods and services;
 - v. Capitalized equipment;
 - vi. Information technology infrastructure; and
 - vii. Landscaping.
- E. Other costs authorized through the legislation.

SEATTLE FOUNDATION will reimburse GRANTEE or provide funds in advance to Grantee for non-capital costs only to the extent such non-capital costs are set forth on the Budget attached hereto as Attachment B.

10. BILLING PROCEDURES AND PAYMENT

SEATTLE FOUNDATION shall reimburse or make advance payments to the GRANTEE on a calendar quarterly basis for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, or advance payment of expenditures to be made the GRANTEE shall submit to SEATTLE FOUNDATION a signed and completed Invoice Voucher, that documents capitalized Project activity and non-capital activity performed or to be performed — by budget line item — in the prior quarterly billing period for reimbursable expenses or in the next quarterly billing period for advance payments. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by SEATTLE FOUNDATION.

The GRANTEE shall evidence the reimbursable costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide SEATTLE FOUNDATION with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of SEATTLE FOUNDATION's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to SEATTLE FOUNDATION at the time the voucher is initially submitted or within 30 calendar

days thereafter. A voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to SEATTLE FOUNDATION within 60 calendar days following the Completion of work and issuance and recordation of the Estoppel Certificate of Completion or other termination of this Grant Agreement.

SEATTLE FOUNDATION shall make advance payments pursuant to the Schedule set forth on Attachment C ("Advance Payment Schedule") and pursuant to the process set forth herein. The GRANTEE shall submit a detailed schedule of anticipated expenses for each quarter to SEATTLE FOUNDATION at least thirty (30) days prior to the commencement of the quarter. This schedule must outline the specific expenses for which the funds will be used, and such specific expenses must be consistent with and not exceed the amount set forth in the Advance Payment Schedule for the quarter in which GRANTEE requests the advance payment. If a requested advance payment is not consistent with or exceeds the amount set forth in the Advance Payment Schedule, then GRANTEE shall include in its invoice an explanation of the inconsistency and/or exceedance and the need for the requested, inconsistent and/or excess advance payment. Such inconsistent and/or excess advance payment is subject to SEATTLE FOUNDATION'S review and approval thereof, in its sole discretion. GRANTEE shall use the funds provided in any advance payment solely for the purposes outlined in the Advance Payment Schedule or as otherwise previously approved in writing by SEATTLE FOUNDATION.

GRANTEE shall submit to SEATTLE FOUNDATION, as provided in Sections 30 and 31 a monthly Project Status Report, which describes, in narrative form, the progress made on the Project since the last Project Status Report was submitted as well as a report of Project status to date. SEATTLE FOUNDATION will not release payment for any reimbursement or advance payment request received unless and until all the Project Status Reports then due have been received. The Project Status Reports shall specifically document expenditures of advance payments made in the prior quarter. To the extent that GRANTEE failed to expend funds SEATTLE FOUNDATION disbursed as advance payment in the prior quarter, the amount of such unexpended advance payment shall be deducted from the requested reimbursement and advance payment in the current quarter. Such deducted amount may be restored in subsequent quarterly payment upon GRANTEE providing SEATTLE FOUNDATION evidence that it has properly expended such funds and is otherwise caught up. In the event that the award amount in Special Terms and Conditions Section 3 ("Compensation") is expended before construction Completion of the Project, as identified in Attachment A ("Scope of Work"), the GRANTEE agrees to continue providing complete Project Status Report updates to their SEATTLE FOUNDATION Representative. These updates will be provided every month until the Project is in operation.

SEATTLE FOUNDATION will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for SEATTLE FOUNDATION not more often than quarterly. After approving the quarterly Invoice Voucher and the monthly Project Status Reports for such quarter, SEATTLE FOUNDATION shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by SEATTLE FOUNDATION within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, SEATTLE FOUNDATION may, in its sole discretion, hold back up to the final 10% of grant funds until the Project is Complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project Completion is submitted by GRANTEE. As used herein, "Completion" means, with respect to the Project, the point in time when all of the following shall have occurred: (1) issuance of a final certificate of occupancy by the City of Bellingham and such other approvals required to permit occupancy and use the Project; and (2) payment, settlement or other extinguishment, discharge, release, waiver, bonding or insuring against any mechanic's lien that have been recorded or stop notices that have been delivered in connection with the Project. The Certificate of Occupancy / evidence of Completion should be submitted with GRANTEE's final request for reimbursement.

11. GRANTEE'S CLOSEOUT CERTIFICATION AND SEATTLE FOUNDATION'S ESTOPPEL CERTIFICATE OF COMPLETION

A. The GRANTEE shall complete and submit a Closeout Certification Form when:

i. All activities identified in the Scope of Work shown on Attachment A are Complete and the Project is useable to the public for the purpose intended by the Court Monitor, or

ii. When final payment is made, and GRANTEE has certified that the Project will be Completed, and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

B. Upon receipt of GRANTEE's Closeout Certification Form, SEATTLE FOUNDATION shall review it and if SEATTLE FOUNDATION determines that Completion of the Project has been achieved and all of the other obligations of GRANTEE under this Agreement as to the Project have been met (other than future obligations with respect to operation and maintenance of the Project), SEATTLE FOUNDATION shall issue, a certificate to such effect (an "Estoppel Certificate of Completion") substantially in the form set forth in Attachment I hereto. Upon issuance of an Estoppel Certificate of Completion, SEATTLE FOUNDATION shall cause the same to be recorded upon the Property.

C. Notwithstanding anything in A. or B. above, the right of SEATTLE FOUNDATION to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or expiration or termination of this Grant Agreement. SEATTLE FOUNDATION reserves the right to request additional information related to the Project.

12. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 12B below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the SEATTLE FOUNDATION, DRW, and the Court Monitor should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE, or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

i. The GRANTEE shall provide proof to SEATTLE FOUNDATION of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence and \$3,000,000 general aggregate, with \$8,000,000 products and completed operations coverage. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

b. Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

c. Professional Liability, Errors, and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the Seattle Foundation, its agents, officers, and employees as beneficiary.
2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of SEATTLE FOUNDATION's receipt of the Closeout Certification Form

e. Builder's Risk Insurance. "All risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with Subsection 1 above.

f. Worker's Compensation. GRANTEE shall also furnish or cause to be furnished to SEATTLE FOUNDATION evidence reasonably satisfactory to it that any contractor with whom GRANTEE has contracted for the performance of any work for which GRANTEE is responsible hereunder carries workers' compensation insurance as required by law and in accordance with the provisions of Title 51 of the Revised Code of Washington.

g. Business Automobile Liability Insurance. If not covered by its other insurance policies, GRANTEE shall carry Commercial Auto Liability insurance coverage with limits of at least \$1,000,000 combined single limit covering owned, hired, leased and non-owned automobiles used by or on behalf of the GRANTEE

h. Contractors' Pollution Legal Liability. If not covered by its other insurance policies, GRANTEE shall carry Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

ii. General Contractor's Insurance. GRANTEE shall cause its general contractor for the construction related elements of the Project to maintain insurance of the types and in at least the minimum amounts described in subsections 12.B.i above, except that the Commercial General Liability Insurance described in 12.B.i.a above shall have limits of at least \$6,000,000 general aggregate. All such insurance maintained by the general contractor shall meet the general requirements of this Section 11.

iii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "The Seattle Foundation, DRW, the Court Monitor, their agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give SEATTLE FOUNDATION 30 calendar days' advance notice of any insurance cancellation or modification.

iv. The GRANTEE shall submit to SEATTLE FOUNDATION within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that SEATTLE FOUNDATION will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not fewer than 30 calendar days prior to expiration of each policy required under this Section. Additionally, the GRANTEE shall provide, at SEATTLE FOUNDATION's request and until 6 months after SEATTLE FOUNDATION has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of SEATTLE FOUNDATION's request unless otherwise agreed to by the Parties.

v. GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program — With prior approval from SEATTLE FOUNDATION, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from SEATTLE FOUNDATION, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. SEATTLE FOUNDATION, its agents, and employees need not

be named as additional insured under a self-insured property/liability pool if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to SEATTLE FOUNDATION a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A — Scope of Work
- 5) Attachment B — Project Budget
- 6) Attachment C — Advance Payment Schedule
- 7) Attachment D — Certification of the Availability of Funds to Complete the Project
- 8) Attachment E — Certification of the Payment and Reporting of Prevailing Wages
- 9) Attachment F— Certification of Intent to Enter the Evergreen Sustainable Development Standards Certification Process
- 10) Application as submitted by the GRANTEE for funding
- 11) Notice of Funding Availability

14. REDUCTION IN FUNDS

In the event that *Trueblood* funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by a court with competent jurisdiction during the Grant Agreement period, the Parties understand and agree that SEATTLE FOUNDATION may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The Parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of SEATTLE FOUNDATION and shall meet and renegotiate the Grant Agreement accordingly.

15. WITHHOLDING AND RELEASE OF FUTURE FUNDING.

SEATTLE FOUNDATION may withhold undisbursed Grant funding if the GRANTEE fails to comply with this Agreement, including with its reporting obligations or does not use the Grant funds for the Project and in accordance with the Approved Budget. In addition, if, upon consultation with the Court Monitor and the U.S. District Court, SEATTLE FOUNDATION determines that the program has for any reason become no longer feasible, or GRANTEE is not in compliance with this Agreement, SEATTLE FOUNDATION may modify, withhold, or cancel future Grant payments, or demand the immediate return of Grant funds.

16. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

SEATTLE FOUNDATION makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with *Trueblood* funds under this Grant Agreement; **provided, however, that** SEATTLE FOUNDATION may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to claims that SEATTLE FOUNDATION may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

17. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

A. GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are constructed, renovated, or otherwise improved by the GRANTEE using *Trueblood* funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period.

B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section, **provided, however, that** any such sale shall be subject to prior review and approval by SEATTLE FOUNDATION and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes and subject to the conditions stated elsewhere in this Grant Agreement.

C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to SEATTLE FOUNDATION, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

18. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

A. The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using *Trueblood* funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

B. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to SEATTLE FOUNDATION, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

19. MODIFICATION TO THE PROJECT BUDGET

A. Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.

B. The GRANTEE shall notify SEATTLE FOUNDATION in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, SEATTLE FOUNDATION may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of SEATTLE FOUNDATION (by email or regular mail), and such written approval shall amend the Project Budget. The SEATTLE FOUNDATION will confer with the Court Monitor in preparing budget

modifications. Each Party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.

D. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 3 (Compensation) of this Grant Agreement.

20. [RESERVED]

21. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless SEATTLE FOUNDATION, DRW and the Court Monitor in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the SEATTLE FOUNDATION Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Section 106 of the National Historic Preservation Act.

22. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, SEATTLE FOUNDATION reserves the right to terminate or amend this Grant Agreement, accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

23. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the SEATTLE FOUNDATION Representative identified on the Face Sheet.

24. TAX-EXEMPT PURPOSES

GRANTEE shall use the Grant funds solely for approved charitable purposes and shall not use such funds in any way that will jeopardize the tax-exempt status of SEATTLE FOUNDATION

25. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL AND ENGINEERING DESIGN WORK

General Terms and Conditions Section 15 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

26. TREATMENT OF ASSETS

Title to all property furnished by SEATTLE FOUNDATION shall remain in SEATTLE FOUNDATION. General Terms and Conditions Section 49 (Treatment of Assets) is superseded by this provision.

27. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Grantee agrees to comply in all manners with the requirements of HIPAA for the duration of this agreement.

28. LOCAL PARTNERSHIPS FOR SUSTAINABILITY AND DIVERSION

Grantee shall refresh or convene a local community planning partnership process to facilitate sustainability efforts and ensure long term viability of diversion services. Grantees shall pursue opportunities for sustainability funding from, among other sources, local tax, county program, community fund, or criminal justice initiatives that would support continuation of diversion services.

29. MEDICAID REIMBURSEMENT PLANNING

If requested, Grantee agrees to participate with the Parties, the Washington State Health Care Authority, and the Washington State Department of Social and Health Services in defining services currently provided under the auspices of the *Trueblood* grant which are now eligible for Medicaid reimbursement or may be eligible under a new waiver and commit to working with all parties to seek any eligible Medicaid reimbursement consistent with achieving *Trueblood* program objectives.

30. GRANTEE REPORTING

Grantee is to deliver monthly Project Status Reports, certified by an appropriate officer of Grantee's organization, to the attention of Mandy Huggard, Grantor's primary contact for the Diversion Program Funds. Reports should be sent to trueblood@seattlefoundation.org. Written reports should also be emailed to Kimberly Mosolf, Trueblood Plaintiffs' Counsel (Kmosolf@gmail.com) and Danna Mauch, PhD, Court Monitor (dannamauch@mamh.org). **Please submit reports quarterly, due on the last day of the month following the end of the quarter each year (April 30, July 31, Oct 31, and Jan 31)**

Grantee will further provide interim or ad hoc reports as needed to the *Trueblood* Diversion Services monitoring team under the direction of Danna Mauch, PhD, Court Monitor

31. REPORTING REQUIREMENTS.

Each Project Status Report should contain both an expenditure spreadsheet and outcome data regarding diversion outcomes accomplished by the grant, including the number of confirmed Trueblood class members served in each half year. The expenditure spreadsheet should reflect all expenditures of grant funds, and any income earned thereon, according to the categories of the approved budget, as of the end of the period covered by the report.

Project Status Reports shall also include a detailed narrative regarding a summary of outcome data and a description of progress made toward achieving the goals of the grant including: number of Trueblood class members housed by Grantee and length of time spent in housing; reduction in the number of contacts with police or crisis services by Trueblood class members served by Grantee; reduction of the length of time Trueblood class members served by Grantee spend in jail or other facilities; and the estimated cost savings due to Grantee's diversion and housing efforts.

Report templates will be delivered in a separate document. If requested, Grantee shall cooperate with any update to data reporting requirements.

32. EVALUATION AND MONITORING

SEATTLE FOUNDATION may monitor and conduct an evaluation of operations under this Agreement, which may include a visit from SEATTLE FOUNDATION or Court Monitor and her experts to observe grant-funded capital project plans and sites, observe GRANTEE's program, discuss the program with GRANTEE's personnel, and review financial and other records and materials connected with the activities financed by this grant. SEATTLE FOUNDATION may request that GRANTEE secure an audit of granted funds as part of its regular annual audit, or SEATTLE FOUNDATION may, at its own expense, conduct an independent and/or programmatic audit of granted funds.

GRANTEE will make itself reasonably available to participate in activities as requested by the Court Monitor or her designee that are intended to provide technical assistance for all Diversion Program Funds grant recipients. These activities may include but are not limited to: convenings, surveys, program improvement initiatives, or a statewide Diversion Program Funds evaluation if requested by the Court Monitor or her designee.

33. MEMORANDUM OF GRANT AGREEMENT.

The Parties shall execute and record a memorandum of this Agreement, substantially in the form of the Memorandum attached hereto as Attachment H, concurrently with the execution of this Agreement which shall bind GRANTEE and its successors and assigns and transferees and shall be a condition running with the land until such time at expiration of the Completion Period or this Agreement is otherwise terminated as to the Project.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT TRUEBLOOD DIVERSION PROGRAM FUNDS

1. DEFINITIONS

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

A. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.

B. "Commitment Period" shall mean 25 years after the later of: (1) final payment of Trueblood funds to the GRANTEE under this Grant Agreement; or (2) the date when the GRANTEE secures all applicable licenses and certifications to operate the facility improved or acquired with grant funds and when the facility is made useable to the public for the purpose approved by the Court Monitor pursuant to the Settlement Agreement

C. "Completion" means, with respect to the Project, the point in time after when all of the following shall have occurred: (1) issuance of a final certificate of occupancy by the [NAME OF PERMITTING AGENCY] and such other approvals required to permit occupancy and use of the Project; (2) the construction of the Project has been fully Completed and the architect has duly certified that the construction of the Project (including the Punch List Items) has been Completed in accordance with the final construction documents; (3) payment, settlement or other extinguishment, discharge, release, waiver, bonding or insuring against any mechanic's or materialman's lien that have been recorded or stop notices that have been delivered in connection with such component(s) of the Improvements.

D. "Court Monitor" shall mean Danna Mauch, PhD, Court Monitor under the *Trueblood* case.

E. "DRW" shall mean Disability Rights Washington, a Washington nonprofit corporation.

F. "DSHS" shall mean the Washington State Department of Social and Health Services.

G. "Grant Agreement" shall mean the entire written agreement between SEATTLE FOUNDATION and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the Parties.

H. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.

I. "Grantee Authorized Representative" shall mean Wendy Sisk, CEO and/or the designee authorized in writing to act on the President and CEO's behalf.

J. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

K. "President and CEO" shall mean the President and CEO of the SEATTLE FOUNDATION

L. "SEATTLE FOUNDATION" shall mean the Seattle Foundation, a Washington nonprofit corporation.

M. "Seattle Foundation Authorized Representative" shall mean the President and CEO and/or the designee authorized in writing to act on the President and CEO's behalf.

N. "State" shall mean the State of Washington.

O. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to any tier

P. "Trueblood Class Members" shall mean all persons who are now, or will be in the future, charged with a crime in Washington and: (a) who are ordered by a court to receive competency evaluation or restoration services through DSHS; (b) who are waiting in jail for those services; and (c) for whom DSHS receives the court order

Q. "Trueblood Housing Units" shall mean the housing units created or financed, in whole or in part, with Trueblood Diversion Program Funds pursuant to this Agreement

R. "WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT" shall mean the Washington State Office of Financial Management.

S. THE STATE OF WASHINGTON shall mean the Executive Branch of Washington State.

2. ACCESS TO DATA

The GRANTEE shall provide access to data generated under this Grant Agreement to SEATTLE FOUNDATION, DRW, the Court Monitor, and to their auditors, at no additional cost. This includes access to the books, records, and senior management and financial personnel of GRANTEE and to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto.

4. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

5. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of SEATTLE FOUNDATION in its sole discretion.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each Party agrees to bear its own attorneys' fees and costs.

9. AUDIT

A. General Requirements

SEATTLE FOUNDATION reserves the right to require an audit. If required, GRANTEE shall procure audit services, at the request of SEATTLE FOUNDATION, and provide documentation of the audit to SEATTLE FOUNDATION based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

SEATTLE FOUNDATION reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to SEATTLE FOUNDATION requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

B. Trueblood Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by SEATTLE FOUNDATION at any time during the Commitment Period.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to m.huggard@seattlefoundation.org or a hard copy to:

Seattle Foundation
ATTN: Mandy Huggard
1601 5th Avenue, Suite 1900
Seattle, WA 98101

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by SEATTLE FOUNDATION; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to SEATTLE FOUNDATION; no other report is required.

10. BREACHES OF OTHER SEATTLE FOUNDATION CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and SEATTLE FOUNDATION. A breach of any other contract or grant agreement entered into between GRANTEE and the SEATTLE FOUNDATION may, in SEATTLE FOUNDATION's sole discretion, be deemed a breach of this Grant Agreement.

11. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

12. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

- i. All material provided to the GRANTEE by SEATTLE FOUNDATION that is designated as "confidential" by SEATTLE FOUNDATION; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by SEATTLE FOUNDATION; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of SEATTLE FOUNDATION or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws related thereto. Upon request, the GRANTEE shall provide SEATTLE FOUNDATION with its policies and procedures on confidentiality. SEATTLE FOUNDATION may require changes to such policies and procedures as they apply to this Grant Agreement whenever SEATTLE FOUNDATION reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by SEATTLE FOUNDATION. Upon request, the GRANTEE shall immediately return to SEATTLE FOUNDATION any Confidential Information that SEATTLE FOUNDATION reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify SEATTLE FOUNDATION within 5 working days of GRANTEE'S discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

13. CONFORMANCE

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

14. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, SEATTLE FOUNDATION may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by SEATTLE FOUNDATION that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

15. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by SEATTLE FOUNDATION. SEATTLE FOUNDATION shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to SEATTLE FOUNDATION effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE hereby grants to SEATTLE FOUNDATION a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to SEATTLE FOUNDATION.

The GRANTEE shall exert all reasonable effort to advise SEATTLE FOUNDATION, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide SEATTLE FOUNDATION with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. SEATTLE FOUNDATION shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

16. DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

17. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute hearing with the President and CEO, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the Parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the President and CEO and the other Party's (respondent's) Grant Agreement Representative within 3 working days after the Parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the President and CEO or the President and CEO's designee and the requestor within 5 working days.

The President and CEO or designee shall review the written statements and reply in writing to both Parties within 10 working days. The President and CEO or designee may extend this period, if necessary, by notifying the Parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

18. DUPLICATE PAYMENT

SEATTLE FOUNDATION shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

19. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington is the mandatory, exclusive venue for actions relating to this Agreement. The Parties agree that King County is a convenient forum, and that all court proceedings shall be filed in King County and in no other forum. For all purposes related to this Agreement, the Parties hereby consent to personal jurisdiction in the state courts in and for the State of Washington.

20. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless SEATTLE FOUNDATION, DRW, the Court Monitor, the State of Washington and all their officials, agents, employees, and representatives ("Grantor Indemnified Parties"), from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the Grantor Indemnified Parties. If the Claims or damages are caused by or result from the concurrent negligence of (a) the Grantor Indemnified Parties and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

SOLELY FOR THE PURPOSE OF EFFECTUATING THE INDEMNITIES CONTAINED IN THIS AGREEMENT, AND NOT FOR THE BENEFIT OF GRANTEE'S EMPLOYEES OR ANY THIRD PARTIES, GRANTEE HEREBY WAIVES ANY IMMUNITY GRANTED TO IT UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, AND AGREES THAT THIS WAIVER WAS EXPRESSLY AND SPECIFICALLY NEGOTIATED BY THE PARTIES

21. INDEPENDENT CAPACITY OF THE GRANTEE

The Parties intend that this Grant Agreement will create an independent contractor relationship. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of SEATTLE FOUNDATION or DRW or the Washington State Office of Financial Management or the State of Washington. The GRANTEE will not hold itself out as or claim to be an officer or employee of SEATTLE FOUNDATION or DRW by reason hereof nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

22. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, SEATTLE FOUNDATION may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. SEATTLE FOUNDATION may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by SEATTLE FOUNDATION under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

23. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

24. LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

25. LIMITATION OF AUTHORITY

Only the Seattle Foundation Authorized Representative and the Grantee Authorized Representative shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representatives.

26. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement.

C. Default. Notwithstanding any provision to the contrary, SEATTLE FOUNDATION may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any investigation into alleged discrimination prohibited by this Contract. Any such suspension will remain in place until SEATTLE FOUNDATION receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination in violation of any applicable law, SEATTLE FOUNDATION may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

28. NOTICES, DEMANDS AND COMMUNICATIONS

Any notice or communication required hereunder to be given by SEATTLE FOUNDATION or GRANTEE shall be in writing, and may be given either personally, by facsimile transmission, by reputable overnight courier, by e-mail (in each case with receipt confirmed) provided a copy is also sent by United States mail, or by registered or certified mail, return receipt requested. If delivered by registered or certified mail, a notice shall be deemed to have been given and received on the first to occur of: (1) actual receipt by any of the addressees designated below as a Party to whom notices are to be sent; or (2) three (3) days after the registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If delivered personally, by facsimile transmission or by overnight courier, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Either Party may at any time, by giving ten (10) days' written notice to the other Party pursuant to this Section, designate any other address in substitution of the address to which such notice or communication shall be given.

Addresses. Notices shall be given to the Parties at their addresses set forth below:

If to SEATTLE FOUNDATION to:

Seattle Foundation
1601 5th Avenue, Suite 1900
Seattle, WA 98101
Attn: Mandy Huggard
Email: m.huggard@seattlefoundation.org

With a copy to:

If to GRANTEE to:

Whatcom County Health and Community Services
509 Girard St.
Bellingham, WA 98225
Attn: Eric K. Chambers
Email: EKChambe@co.whatcom.wa.us

29. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, which is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by SEATTLE FOUNDATION, if SEATTLE FOUNDATION determines that the GRANTEE is not in compliance with this Section.

30. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

31. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for SEATTLE FOUNDATION's review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. SEATTLE FOUNDATION is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

33. PUBLICITY

The GRANTEE agrees not to publish or use any advertising, publicity, media communications, or fundraising materials in which the SEATTLE FOUNDATION's, DRW's, or the Court Monitor name is mentioned, or language used from which the connection with the SEATTLE FOUNDATION's, DRW's, or the Court Monitor's name may reasonably be inferred or implied, without the prior written consent of SEATTLE FOUNDATION. GRANTEE shall provide reasonable advance notice with respect to any proposed use of the name of SEATTLE FOUNDATION, DRW, or Court Monitor in order to allow for such prior review.

34. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, or, if consistent with the Court's orders, the Court Monitor orders SEATTLE FOUNDATION to withhold, withdraw, or demand the immediate return of the grant funds because, in the Court Monitor's reasonable judgment, GRANTEE is not in compliance with the reporting obligations set forth in this Grant Agreement or cannot use the funds for the intended purpose, then SEATTLE FOUNDATION reserves the right to recapture funds in an amount to compensate SEATTLE FOUNDATION for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

SEATTLE FOUNDATION's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form, issuance of the Estoppel Certificate of Completion, or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by SEATTLE FOUNDATION. In the alternative, SEATTLE FOUNDATION may recapture such funds from payments due under this Grant Agreement.

35. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by SEATTLE FOUNDATION, personnel duly authorized by SEATTLE FOUNDATION, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State and current with all required filings.

37. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to SEATTLE FOUNDATION, or any of its officers, or to any other authorized agent or official of the SEATTLE FOUNDATION, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to SEATTLE FOUNDATION upon request to assist SEATTLE FOUNDATION in the periodic monitoring of this Grant Agreement.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal Completion, SEATTLE FOUNDATION may terminate the Grant Agreement under the "Termination for Convenience" clause without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

40. SITE SECURITY

GRANTEE, its agents, employees, and/or subgrantees / subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

41. SUBGRANTING/SUBCONTRACTING

A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.

B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.

C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of SEATTLE FOUNDATION. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to SEATTLE FOUNDATION for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.

D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that SEATTLE FOUNDATION, DRW, and the Court Monitor are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of SEATTLE FOUNDATION or as provided by law.

E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by SEATTLE FOUNDATION and at intervals as agreed by the Parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors.

42. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

43. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, expiration or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

44. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

45. TERMINATION FOR CAUSE

In the event SEATTLE FOUNDATION determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, SEATTLE FOUNDATION has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, SEATTLE FOUNDATION shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

SEATTLE FOUNDATION reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by SEATTLE FOUNDATION to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 46 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of SEATTLE FOUNDATION provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

46. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, SEATTLE FOUNDATION may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, SEATTLE FOUNDATION shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

47. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, SEATTLE FOUNDATION, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to SEATTLE FOUNDATION any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

SEATTLE FOUNDATION shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by SEATTLE FOUNDATION, and the amount agreed upon by the GRANTEE and SEATTLE FOUNDATION for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by SEATTLE FOUNDATION, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Seattle Foundation Authorized Representative shall determine the extent of the liability of SEATTLE FOUNDATION. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. SEATTLE FOUNDATION may withhold from any amounts due the GRANTEE such sum as the Seattle Foundation Authorized Representative determines to be necessary to protect SEATTLE FOUNDATION against potential loss or liability.

The rights and remedies of SEATTLE FOUNDATION provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Seattle Foundation Authorized Representative, the GRANTEE shall:

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;

- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for Completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to SEATTLE FOUNDATION, in the manner, at the times, and to the extent directed by the Seattle Foundation Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case SEATTLE FOUNDATION has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Seattle Foundation Authorized Representative to the extent the Seattle Foundation Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to SEATTLE FOUNDATION and deliver in the manner, at the times, and to the extent directed by the Seattle Foundation Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to SEATTLE FOUNDATION;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Seattle Foundation Authorized Representative; and
- 7) Take such action as may be necessary, or as the Seattle Foundation Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which SEATTLE FOUNDATION has or may acquire an interest.

48. TIME IS OF THE ESSENCE; CALCULATION OF TIME

Time is of the essence in this Agreement. Except as otherwise expressly provided herein, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period shall be extended to include the next Business Day.

49. TREATMENT OF ASSETS

Title to all property furnished by SEATTLE FOUNDATION shall remain in SEATTLE FOUNDATION.

A. Any property of SEATTLE FOUNDATION furnished to the GRANTEE shall, unless otherwise provided herein or approved by SEATTLE FOUNDATION, be used only for the performance of this Grant Agreement.

B. The GRANTEE shall be responsible for any loss or damage to property of SEATTLE FOUNDATION that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.

C. If any SEATTLE FOUNDATION property is lost, destroyed or damaged, the GRANTEE shall immediately notify SEATTLE FOUNDATION and shall take all reasonable steps to protect the property from further damage.

D. The GRANTEE shall surrender to SEATTLE FOUNDATION all property of SEATTLE FOUNDATION prior to settlement upon completion, termination or cancellation of this Grant Agreement.

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

50. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Seattle Foundation Authorized Representative.

ATTACHMENT A: SCOPE OF WORK

PROJECT DESCRIPTION: WHATCOM COUNTY

Full Grant Amount: \$3,603,879.00

Under Phase V of the *Trueblood* Diversion Grant Program, Whatcom County will provide the following housing and services for Trueblood Class Members:

- Whatcom County will subcontract with the Lake Whatcom Center to support and finance construction of a permanent supportive housing (PSH) building in Bellingham with 11 PSH units dedicated to *Trueblood* class members (the “Lincoln Street Project.”)
 - The total cost of the Lincoln Street Project is approximately \$11 million to construct a 37-unit building of PSH units.
 - Eleven (11) of these PSH units will be dedicated to *Trueblood* class members, reflecting the proportional funding of the *Trueblood* grant in the overall cost of the building.
 - While some turnover in PSH units is expected, Class Members placed in this housing are expected to maintain the housing with services and support from Lake Whatcom Center. If a Class Member terminates tenancy in the Lincoln Street Project building, it is expected that Lake Whatcom Center will assist them in transitioning to other appropriate housing.
 - The 11 units dedicated to *Trueblood* Class Members at the Lincoln Street Project will be secured with 25-year restrictive covenant to ensure exclusive use by Class Members.
 - The services that Lake Whatcom Center will provide to Class Members residents at the Lincoln Street Project include: Behavioral health case management and treatment; Health care case management; Housing stability support; Legal and systems navigation support; Life skills and employment support; Benefits and income support; Co-occurring substance use disorder treatment; and Peer support.
- Whatcom County will also use Phase V grant funds to maintain a \$250,000.00 rental assistance fund to support class members who temporarily move out of their PSH unit at Lincoln Street Project. The fund will pay Class Member’s rent in their temporary absence, as follows:
 - Currently the State provides sixty (60) days of coverage for temporarily vacated units for those receiving a state funded rental voucher. In these cases, the Fund will extend this coverage to ninety (90) days for Class members.
 - For Class Members who do not receive a state rental voucher, the Rental Assistance Funding Pool will provide up to ninety (90) days of rent assistance for those participating in treatment during their absence from the PSH unit.
- Whatcom County will also dedicate a portion of existing County staffing to the Phase V program: a Special Projects Manager for the first two years to manage the capital phase, and a Program Specialist for five years to manage the Rental Assistance Funding Pool, track program compliance including confirming class members, and inter-program coordination.

All housing and services provided through this grant will be delivered to confirmed *Trueblood* Class Members only.

Any emergency and transitional housing provided through this grant will include significant services and supports for Class Members. Emergency and transitional housing provided under this grant will not be located in hotels or motels unless these sites have been repurposed and dedicated to transitional and/or permanent housing and include on-site services and supports for residents and class members.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by SEATTLE FOUNDATION to be within the scope of the Court Monitor approved Diversion Project.

Changes to this scope of work need to be approved by SEATTLE FOUNDATION, which may be approved or denied at the sole discretion of SEATTLE FOUNDATION.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B – PROJECT BUDGET

TRUEBLOOD PHASE V WHATCOM COUNTY DIVERSION PROJECT PROPOSED BUDGET									
EXPENSE CATEGORY	BILLING CATEGORY	BASE BILLING RATE	Total Project 4/2026 to 4//2031			PSH Units		Rental Assistance Funding Pool	
			# Years	Hrs	Price	Hrs	Price	Hrs	Price
LABOR									
Program Specialist - Operations .2 FTE/Year	Operations		5.00		\$169,342		\$0		\$169,342
Special Projects Manager - Capital .15 FTE/Year	Operations		2.00		\$49,693		\$49,693		\$0
LABOR TOTAL					\$219,035		\$49,693		\$169,342
OTHER DIRECT COSTS (ODC)									
Rental Assistance	Operations				\$250,000		\$0		\$250,000
Housing Units	Capital				\$3,087,940		\$3,087,940		\$0
ODC TOTAL					\$3,337,940		\$3,087,940		\$250,000
TOTAL DIRECT					\$3,556,975		\$3,137,633		\$419,342
General and Administrative ODCs	Administrative	10.00%			\$46,904		\$4,969		\$41,934
TOTAL INDIRECT					\$46,904		\$4,969		\$41,934
TOTAL PRICE					\$3,603,878		\$3,142,602		\$461,276

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT C – ADVANCE PAYMENT SCHEDULE

Calendar Quarter	Budgeted Expenses Scheduled for this Quarter	Total Anticipated Advance Payment for this Quarter	Cumulative Anticipated Advance Payments by this Quarter

**ATTACHMENT D – CERTIFICATION OF THE AVAILABILITY OF FUNDS
TO COMPLETE THE PROJECT**

<i>Trueblood funds</i>	Amount	
Diversion Program Funds	\$	TBD
Total Non-State and State Sources	\$	TBD
Holdback:	0%	\$ 0.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to Complete the Project and shall make such records available for SEATTLE FOUNDATION'S review upon reasonable request.

GRANTEE

TITLE

DATE

**ATTACHMENT E – CERTIFICATION OF THE PAYMENT AND REPORTING
OF PREVAILING WAGES**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for SEATTLE FOUNDATION'S review upon request.

If any *Trueblood* funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**ATTACHMENT F – CERTIFICATION OF INTENT TO ENTER THE EVERGREEN
SUSTAINABLE DEVELOPMENT STANDARDS CERTIFICATION PROCESS**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Evergreen Sustainable Development Standards certification process. The GRANTEE shall, upon receipt of certification, provide documentation of such certification to SEATTLE FOUNDATION.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT G – LEGAL DESCRIPTION OF THE PROPERTY

YORK ADD TO NEW WHATCOM LOTS 10-11 BLK 24 and
YORK ADD TO NEW WHATCOM LOTS 8-9 BLK 24

ATTACHMENT H – FORM OF MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Seattle Foundation
1601 5th Avenue, Suite 1900
Seattle, WA 98101
Attn:

GRANTOR: Whatcom County

GRANTEE: Seattle Foundation, a Washington nonprofit corporation

Abbreviated Legal Description:

[_____]

Assessor’s Property Tax Parcel Account Number(s):

MEMORANDUM OF GRANT AGREEMENT AND RESTRICTIVE COVENANT

THIS MEMORANDUM OF GRANT AGREEMENT (the “Memorandum”) is made as of _____, 2026 by and between SEATTLE FOUNDATION, defined as Seattle Foundation, a Washington nonprofit corporation, acting as Fiscal Sponsor to Disability Rights Washington, a Washington nonprofit corporation (“DRW”), pursuant to its legal representation of class members for *A.B. ex rel. Trueblood v. Washington State Department of Social & Health Services*, and WHATCOM COUNTY (“GRANTEE”) with respect to that certain Grant Agreement, dated as of _____, 2026 (the “Effective Date”) by and between GRANTEE and SEATTLE FOUNDATION (the “Grant Agreement”). Pursuant to the Grant Agreement, GRANTEE undertook certain housing provision and support services obligations. This Memorandum confirms that SEATTLE FOUNDATION and GRANTEE entered into the Grant Agreement.

The Term of the Grant Agreement commenced of the Effective Date and ends on the date of SEATTLE FOUNDATION’s issuance and recording of the Estoppel Certificate of Completion as described in Section 11.B thereof or the earlier termination of the Agreement pursuant to the terms thereof. Upon expiration of the Agreement, SEATTLE FOUNDATION’s surviving rights, obligations, benefits, and burdens, including, without limitation, those relating to restrictions on use of the Project as set forth in Section 8 and Recapture, as set forth in Section 34, shall be assigned to and assumed by DRW, provided, however, that SEATTLE FOUNDATION shall continue to benefit from the insurance and indemnification terms and conditions as set forth in Sections 12 and 20.

The Grant Agreement sets forth certain rights and obligations of SEATTLE FOUNDATION and GRANTEE with respect to development, operation, maintenance and use of that certain real property

located in Bellingham, WA, legally described in the attached Exhibit A. Such rights and obligations include, without limitation, the following restrictive covenant:

During the 25 year Commitment Period, GRANTEE shall not allow any use of the *Trueblood* Housing Units by any party other than *Trueblood* Class Members nor for any purpose other than for providing housing and related residential support services for *Trueblood* Class Members intended to prevent contact with the criminal system.

“Commitment Period” means 25 years after SEATTLE FOUNDATION issues and records an Estoppel Certificate of Completion. SEATTLE FOUNDATION may issue an Estoppel Certificate of Completion upon receipt from GRANTEE of a Closeout Certification. GRANTEE may issue a Closeout Certification upon the later of: (1) final payment of Trueblood funds to the GRANTEE under this Grant Agreement; or (2) the date when the GRANTEE secures all applicable licenses and certifications to operate the facility improved or acquired with grant funds and when the facility is made useable to the public for the purpose approved by the Court Monitor pursuant to the Settlement Agreement. “*Trueblood* Class Members” means all persons who are now, or will be in the future, charged with a crime in Washington and: (a) who are ordered by a court to receive competency evaluation or restoration services through DSHS; (b) who are waiting in jail for those services; and (c) for whom DSHS receives the court order. “*Trueblood* Housing Units” shall mean the housing units created or financed, in whole or in part, with Trueblood Diversion Program Funds pursuant to this Agreement.

Such rights and obligations also include, without limitation, certain rights for SEATTLE FOUNDATION to recapture the grant funds from GRANTEE upon certain conditions, including, without limitation, because GRANTEE fails to perform the Grant Agreement in accordance with state or federal laws, and/or the provisions of the Grant Agreement, or, if consistent with the Court's orders, the Court Monitor orders SEATTLE FOUNDATION to withhold, withdraw, or demand the immediate return of the grant funds because, in the Court Monitor's reasonable judgment, GRANTEE is not in compliance with the reporting obligations set forth in the Grant Agreement or cannot use the funds for the intended purpose.

Such rights and obligations as set forth in the Grant Agreement constitute covenants running with the land and are binding upon SEATTLE FOUNDATION, GRANTEE and their respective permitted assigns and successors in interest under the Grant Agreement until the expiration of the Completion Period.

This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Grant Agreement. A complete copy of the Grant Agreement is on file with SEATTLE FOUNDATION

SEATTLE FOUNDATION, a Washington nonprofit corporation

By:

Its:

WHATCOM COUNTY

By:

Its:

[ACKNOWLEDGEMENTS]

ATTACHMENT I

FORM OF ESTOPPEL CERTIFICATE OF COMPLETION

ESTOPPEL CERTIFICATE OF COMPLETION

Pursuant to that certain Grant Agreement (the "Agreement") entered into and effective as of the _____ day of _____, 2026 by and between SEATTLE FOUNDATION, defined as Seattle Foundation, a Washington nonprofit corporation, acting as Fiscal Sponsor to Disability Rights Washington, a Washington nonprofit corporation ("DRW"), pursuant to the August 16, 2018 Settlement Agreement by and between DRW and Washington State Department of Social & Health Services ("DSHS") for *A.B. ex rel. Trueblood v. Washington State Department of Social & Health Services*, and WHATCOM COUNTY, ("GRANTEE"), SEATTLE FOUNDATION hereby certifies to GRANTEE that Completion of the Project has been achieved and all of the other the obligations of GRANTEE under the Agreement as to the Project have been met (other than future obligations with respect to operation and maintenance of the Project and other obligations therein that survive expiration or termination of the Agreement.)

By the terms of the Agreement, upon the issuance and recording of this Estoppel Certificate of Completion, SEATTLE FOUNDATION's rights, benefits, and burdens under the Agreement are assigned to [ENTITY IDENTIFIED THROUGH PROCESS DESCRIBED IN SECTION 6.D]

Terms and conditions acknowledged and accepted by:

[ENTITY NAME]

By: _____

Its: _____

Date: _____

[ACKNOWLEDGEMENTS]