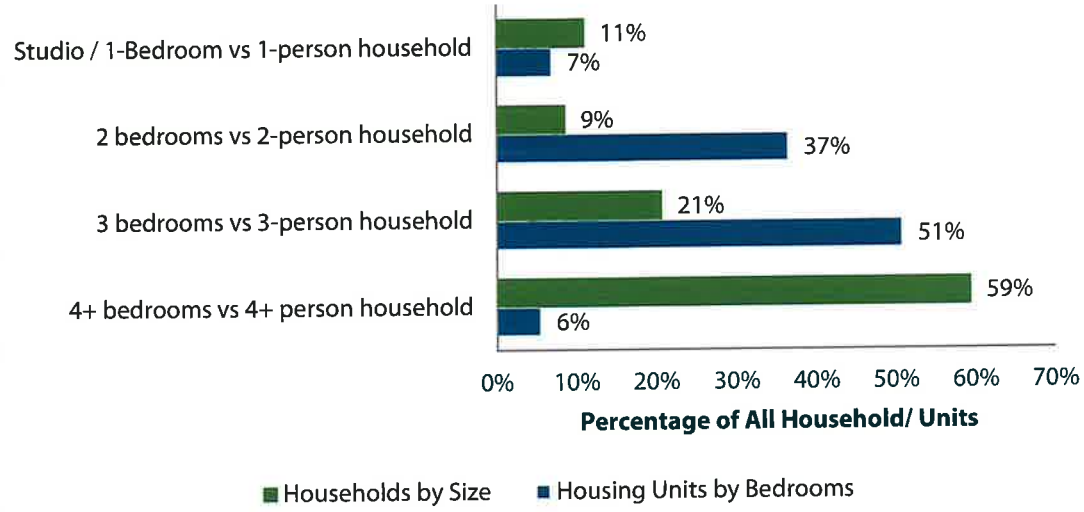
Housing Size and Household Size Gap

Figure 28 compares Mattawa's housing units by number of bedrooms with households by household size. Approximately 59% of households have four or more people, while approximately 6% of housing units have four or more bedrooms. Approximately 37% of units have two bedrooms and approximately 51% have three bedrooms. Studio and one-bedroom units make up approximately 7% of the housing stock, while one-person households account for approximately 11% of households

Figure 28. Bedrooms and Household Size in Mattawa (2024)



Source: *American Community Survey (ACS) 5-Year Estimates (2019-2024), Tables S2501 & DP04*

Land Capacity Analysis

As part of Mattawa's Comprehensive Plan update, a Land Capacity Analysis (LCA) was conducted to determine whether the City has sufficient land to accommodate projected housing growth through 2047. The analysis evaluates vacant, partially utilized, and underutilized land within Mattawa's city limits and identifies the number of housing units that can realistically be developed under current zoning and density standards.

The LCA was completed in accordance with the following guidance:

- Washington State Department of Commerce, UGA Guidebook (2012) and Draft Update (2025)
- Washington State Department of Commerce, Buildable Lands Guidelines (2018)
- Washington State Department of Commerce, Guidance for Updating Your Housing Element (2026)
- Grant County Land Capacity Methodology

Summary and Results

Mattawa is allocated 608 additional housing units by 2047 under Grant County's population and housing allocation process. Based on the LCA, Mattawa has an estimated residential land capacity of approximately 2,635 units under current zoning, representing a surplus relative to the 608-unit allocation. Including potential accessory dwelling units (ADUs), total estimated capacity reaches approximately 2,928 units.

Table 5. Mattawa's Draft Housing Allocations by Affordability Level

Permanent Housing Needs by Income Level (% of Median Area Income)								
	Total Units Allocated	Non-PSH (0-30%)	PSH (0-30%	>30-50%	>50-80%	>80-100%	>100-120%	>120%
Mattawa 2020 Estimated Supply	818	50	0	307	362	58	16	25
Mattawa 2047 Projected Allocation	608	102	44	145	108	52	50	107
Total Supply (2020-2047)	**1,426**	**152**	**44**	**452**	**470**	**110**	**66**	**132**

Source: Grant County

The analysis finds sufficient capacity to accommodate projected housing needs for households across all income levels (Table 6). Grant County has also allocated 5 units of emergency temporary housing to Mattawa.

Table 6. Residential Capacity by Zone Results

	Total Units Allocated	Non-PSH (0-30%)	PSH (0-30%	>30-50%	>50-80%	>80-100%	>100-120%	>120%
Mattawa 2047 Projected Allocation	608	102	44	145	108	52	50	107
Residential Capacity	2,928	219		1,388		1,207		115
Total Supply (2020-2050)	+2,320	+73		+1,135		+1,105		+8

LCA Methodology and Process

Step 1. Parcel Classification and Developable Land

The LCA began by identifying parcels within Mattawa that are candidates for residential development over the 20-year planning horizon. Using Grant County Assessor data, parcels were classified into three categories:

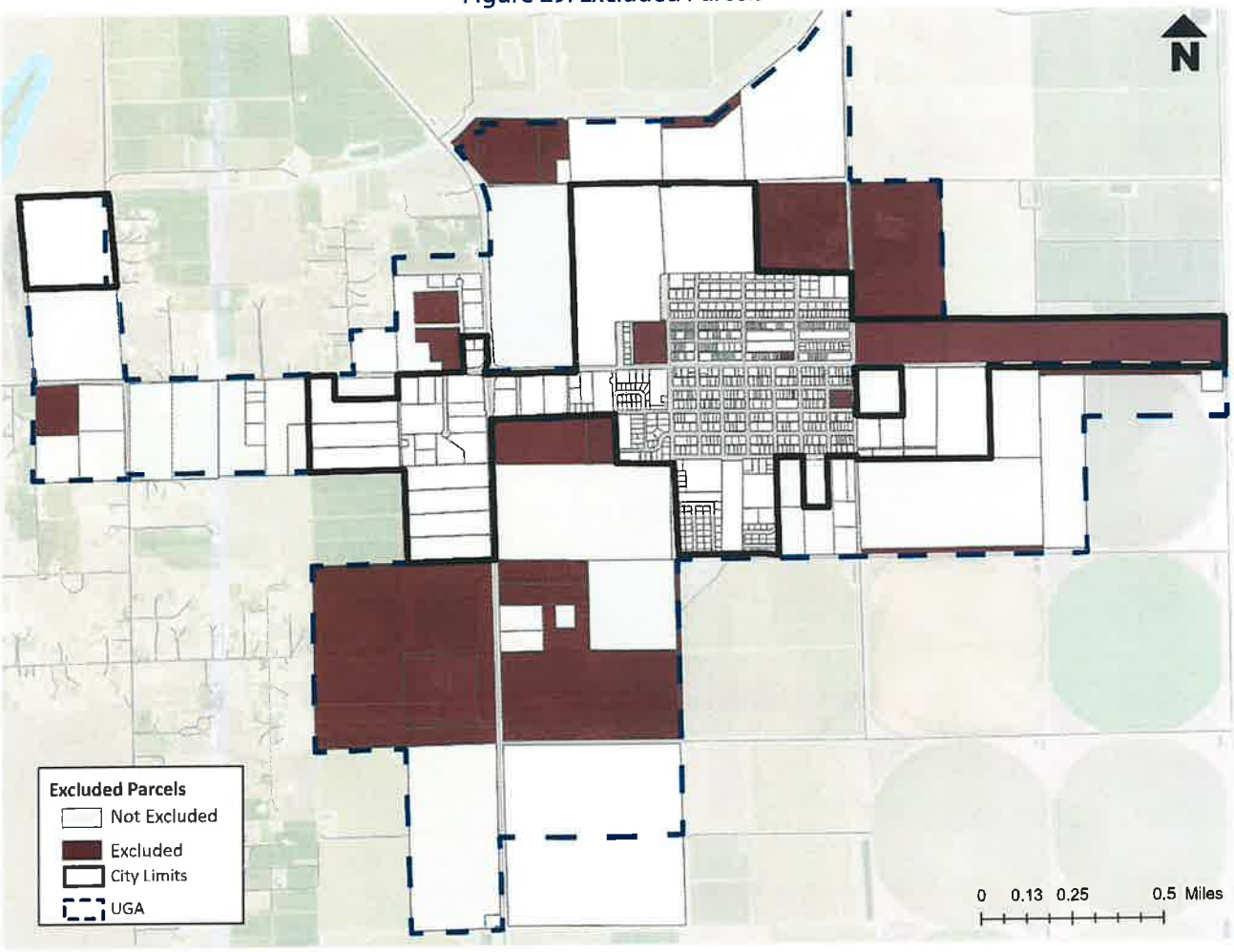
Vacant parcels were identified where the calculated improvement value was zero or less, or where the parcel carried a primary use code of 91 (Undeveloped/Vacant Land).

Underutilized parcels were identified using an Improvement-to-Land Value (ILV) ratio below 1.0, indicating that the value of existing improvements is less than the value of the land itself. This analysis was limited to residentially zoned parcels in the R-1 and R-2 zones.

Partially Utilized parcels were identified where remaining buildable area, calculated as total parcel acreage minus existing building footprints, was sufficient to accommodate at least one additional dwelling unit under applicable minimum lot size standards. The minimum lot size is 7,500 square feet in the R-1 zone and 6,300 square feet in the R-2 zone.

The following parcels were excluded from consideration as they are not expected to transition to residential use within the planning horizon: governmental services, recreational uses, resource agriculture, undeveloped water areas, and undeveloped open space.

Figure 29. Excluded Parcels



After classifying parcels, critical areas were removed from the total developable acreage where they overlapped with vacant, partially utilized, and underutilized parcels. Critical areas removed include slopes over 30%, shoreline buffers, FEMA frequently flooded areas, wetlands, and fish and wildlife habitat.

Figure 30. Land Capacity Analysis Classes

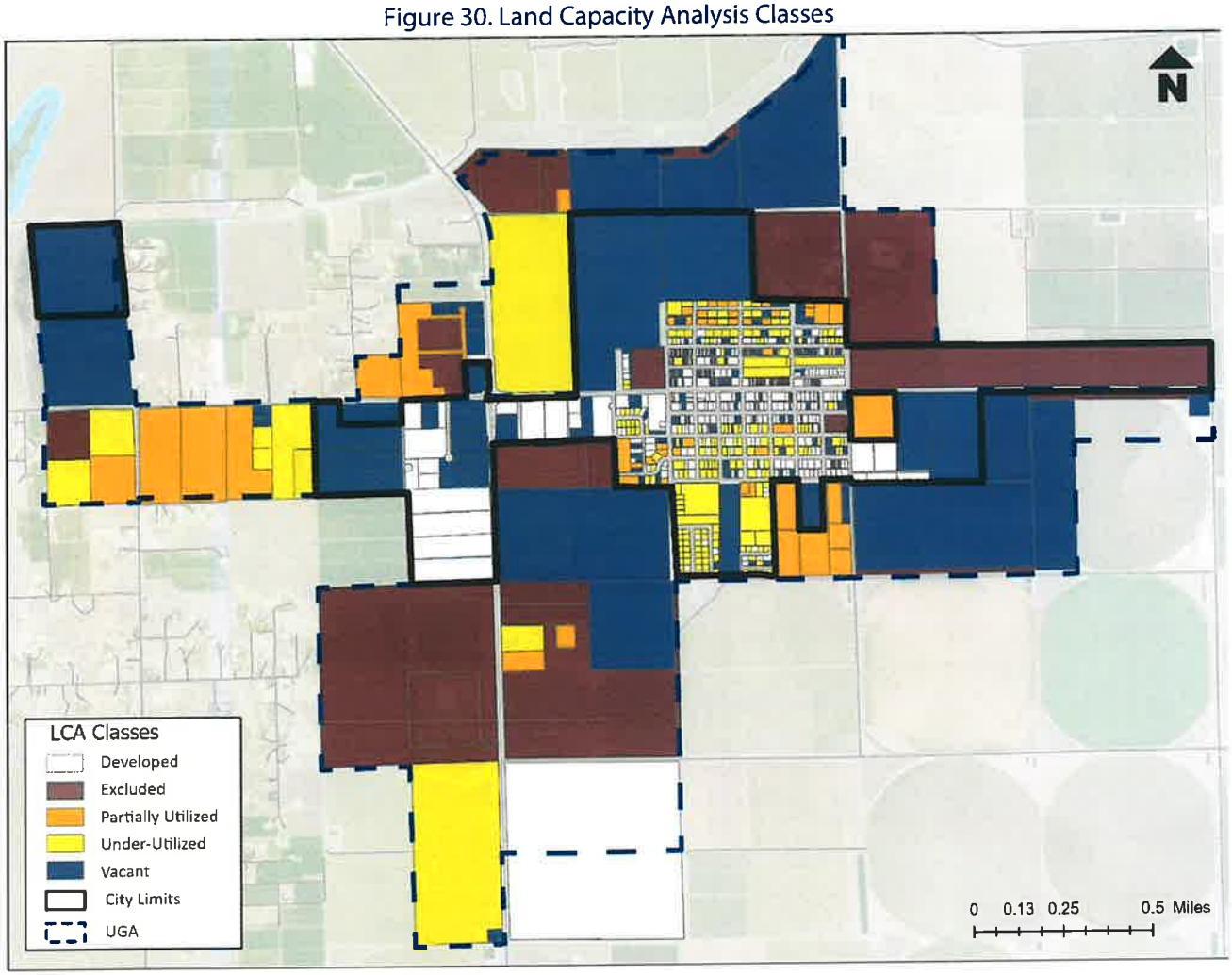
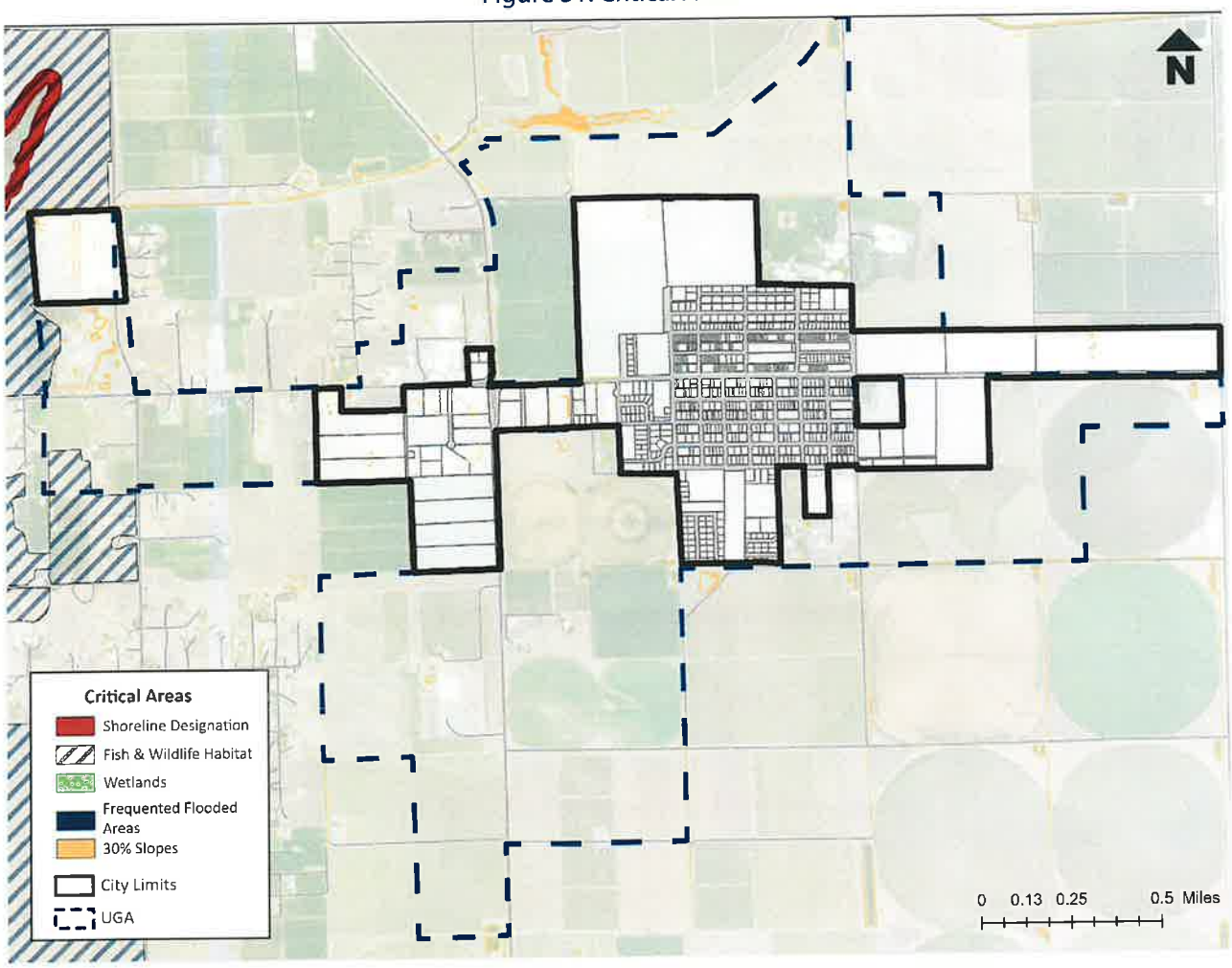


Figure 31. Critical Areas



There are no mapped critical areas in Mattawa that impact residential development.

Step 2. Reduction Factors

Per Department of Commerce guidance, developable acreage was reduced to account for land unlikely to develop within the planning horizon due to market conditions, ownership patterns, and infrastructure needs.

A market factor deduction of 5% was applied to vacant parcels and 20% to underdeveloped (underutilized and partially-utilized) parcels, reflecting the higher costs and complications associated with redevelopment, such as demolition, site preparation, and tenant relocation.

A right-of-way deduction of 15% was applied to vacant parcels and 10% to underdeveloped parcels to account for land needed for roads, utilities, and access infrastructure.

Table 7. City LCA Deductions

Zone and Parcel Classification per Zone	Net Acres	Market Factor Deduction	ROW Deductions	Developable Acres
(R-1) Residential Single Family				
Vacant	81.66	5%	15%	65.33
Under-developed	2.06	20%	10%	1.44
R-2 (Residential Multifamily)				
Vacant	168.39	5%	15%	117.87
Under-developed	49.1	20%	10%	34.37
C-1 (Community Business)				
Vacant	13.69	5%	15%	9.58
Under-developed	0.21	20%	10%	0.21
C-2 (General Commercial)				
Vacant	215.30	5%	15%	172.24

Step 3. Gross Residential Capacity by Zone

Residential zones are assumed to be redeveloped with 100% residential uses. Commercial zones are assumed to develop at varying residential percentages based on zoning code allowances, recent trends, and discussion with City staff. C-1 (Community Business) zones, with a FAR of 0.70, are assumed to develop at 50% residential, based on an assumed unit size of 1,200 square feet. C-2 (General Commercial) zones are the same assumptions as C-1.

Table 8. Gross Residential Capacity by Zone

Zone	Land Capacity Classifications	Gross developable land (acres)	Infrastructure and Land Availability Deduction Factor (ROW, Public Purpose, and Market Factor)	Net Developable Land (acres)	Aggregated Developable Land (acres)	Assumed Density (units/acre)	Gross Residential Capacity (units)
Residential Zoning Districts							
(R-1) Residential Single Family	Vacant	81.66	20%	65.3	66.8	4	267
	Under-developed	2.06	30%	1.4			
R-2 (Residential Multifamily)	Vacant	168.39	30%	117.9	152.2	10	1,522
	Under-developed	49.1	30%	34.4			
Non-Residential Zoning Districts							
	Vacant	13.69	30%	9.79	9.8	0.35 FAR	149

Zone	Land Capacity Classifications	Gross developable land (acres)	Infrastructure and Land Availability Deduction Factor (ROW, Public Purpose, and Market Factor)	Net Developable Land (acres)	Aggregated Developable Land (acres)	Assumed Density (units/acre)	Gross Residential Capacity (units)
C-1 (Community Business)	Under-developed	0.21	0%	0			
C-2 (General Commercial)	Vacant	215.3	20%	172.2	172.2	0.35 FAR	1,313

Step 4. Classify Zones by Housing Types and Income Levels

Each zone was categorized by the housing types it allows and the income levels those housing types are likely to serve. Residential zones primarily serve households earning above 50% AMI through market-rate single-family and multifamily development. Commercial zones allow multifamily development and can serve lower-income households with subsidies or incentives. Table 9 summarizes allowed housing types and assumed affordability levels by zone.

Table 9. Development Capacity by Zone

Zone	Net developable land (acres)	Assumed density (units/acre)	Gross residential capacity (units)	Existing units on developable land (units)	Net capacity
Residential Zoning Districts					
(R-1) Residential Single Family	71	4	229	38	229
R-2 (Residential Multifamily)	175	10	1,092	430	1,092
Non-Residential Zoning Districts					
C-1 (Community Business)	12	0.35 FAR	171	-	149
C-2 (General Commercial)	183	0.35 FAR	1,325	-	1,313

The next step which housing types are allowed in each zone to facilitate relating each zone category to potential affordability levels. City planning staff implemented assigned zone categories recommended in the Department of Commerce guidance as low density, moderate density, and high-density.

Table 10. Capacity by Zoning Summary

Zone	Assigned Zone Category	Capacity in Zone Category (units)
Residential Zoning Districts		
(R-1) Residential Single Family	Low density, moderate density	229
R-2 (Residential Multifamily)	Moderate density	1,092
Non-Residential Zoning Districts		
C-1 (Community Business)	High density mixed-use	149
C-2 (General Commercial)	High density	1,313
Housing Capacity Total (units)		**2,635**

Step 5. Accessory Dwelling Units

Recent changes to Washington State law require jurisdictions to allow up to two ADUs per lot in urban growth areas, with the option for separate sale. Mattawa applied the optional methodology for estimating ADU capacity on single-family lots. With approximately 1,440 single-family lots and a participation factor of 10%, the city estimates a potential ADU capacity of approximately 141 units. Although up to two ADUs are permitted on lots, most lots are not large enough to accommodate two ADUs and meet other development standards so the average is assumed at 1.

Table 11. Accessory Dwelling Unit Capacity

Lots available for ADUs	Participation factor	Potential ADU lots	Average ADUs per lot	Total ADU capacity
1,440	10%	141	1	144

Step 6. Residential Capacity Analysis by Income Band

The residential capacity analysis relates land capacity findings to Mattawa's housing allocation by income band, as required under HB 1220 and RCW 36.70A.070(2)(c). This step assesses whether the City has sufficient capacity to accommodate housing needs across the following household types:

- Moderate, low, very low, and extremely low-income households
- Permanent supportive housing
- Emergency housing and emergency shelters
- Duplexes, triplexes, and townhomes within the urban growth area

Table 12. Relating Zone Category to Housing Types and Income Levels

Zone Category	Typical housing types allowed	Lowest potential income level served – Market Rate	Lowest potential income level served with subsidies and/or incentives	Assumed Affordability level for capacity analysis
Low Density	Detached single-family homes	Higher Income (>120% AMI)	Not typically feasible at scale	50-80%, 80-100%, 100-120% AMI
Moderate Density	Townhomes, duplex, triplex, quadplex	Moderate income (>80-120% AMI)	Not typically feasible at scale	0-30%, 30-50%, 50-80% AMI
	Walk-up apartments, condos	Low income (>50-80% AMI)	Extremely low and very low income (0-50%)	30-50%, 50-80% AMI
Mid-Rise Multifamily	Apartments, condos	Low income (>50-80% AMI)	Extremely low and very low income (0-50%)	0-30%, 30-50% AMI
ADUs (all zones)	ADUs	Low income (>50-80% AMI)	N/A	Low income (>50-80% AMI)

Table 13. Projected Housing Needs to Capacity

Income Level (% AMI)	Projected housing need	Zone categories serving these needs	Aggregated housing needs	Total capacity	Capacity surplus or deficit
0-30% PSH	44	ADUs, High-Density Mixed-use	146	219	73
0-30% Non-PSH	102				
>30-50%	145	High-Density, High-density mixed-use	253	1,388	1,135
>50-80%	108				
>80-100%	52	Moderate Density	102	1,207	1,105
>100-120%	50				
>120%	107	Low-Density	107	115	8
Total			**608**	**2,928**	**2,320**

The analysis finds a capacity surplus for households across all income levels with a surplus of 2,320 units to accommodate housing within the city limits.

Assumptions and Limitations

The LCA is an estimate based on available assessor data and assumed deduction factors. Several variables remain outside City control, including market conditions, ownership patterns, and redevelopment timing. The data does not directly translate to specific housing types or income levels served, but rather defines ranges and suggests appropriate assignments. HB 1220 is relatively new legislation and may be amended by the state in the future.

KENISONFRANZ

ATTORNEYS AT LAW

KATHERINE L. KENISON, PS

ANNA C. FRANZ, PS

October 23, 2026

City of Mattawa
521 Government Road
Mattawa, WA 99349

via email to:
amartinez@cityofmattawa-wa.gov

Re: Retirement Announcement and Contract Transition

Dear Mayor and Council Members:

I am writing to inform you that, after careful consideration, I have decided to retire from my practice, effective December 31, 2026. It has been a privilege to work with you over the years, and I sincerely appreciate the trust, loyalty, and confidence you have placed in me. The relationships I have built with my clients have been one of the most rewarding aspects of my career, and I am grateful for the opportunity to have served you.

As I prepare for this next chapter, I would like to offer you the option of transferring your existing contract and ongoing business arrangements to my business partner, Anna Franz, under her business entity, Anna C. Franz, PS. As Anna has supported my representation of the City, she is familiar with your operations and legal needs and is well positioned to provide continuity of service and support. Further, I have the utmost confidence in Anna's legal acumen and ability to provide you with excellent service.

My goal is to make this transition as seamless as possible and to ensure that your needs continue to be met with the same level of professionalism and attention you have come to expect. Any transfer of contract would, of course, be subject to your approval. A new contract is enclosed for your consideration and review; the terms remain the same as the current contract but with transfer to Anna as the City attorney.

Thank you again for your business, your support, and the professional relationship we have shared. I am proud of what we have accomplished together and wish you continued success in the years ahead.

Please feel free to contact me at (509) 754-2493 or kkenison@basinlaw.com to discuss the transition or any questions you may have.

Very truly yours,
KENISONFRANZ

Katherine L. Kenison
Enclosure
cc: City Clerk-Treasurer

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF MATTAWA, WASHINGTON AND ANNA C. FRANZ, PS

1. PREAMBLE.

This contract is entered into between the CITY OF MATTAWA, WASHINGTON, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "CITY" and ANNA C. FRANZ, PS, a firm of attorneys at law, duly admitted to practice before the courts of this state, and residents of the State of Washington, hereinafter referred to as "ATTORNEYS", on this _____ of _____, 2026.

2. RECITALS.

2.1 The City deems it necessary and in the public interests to employ the above named Attorneys as City Attorney for the City.

2.2 The Attorneys agree to accept employment upon the terms set forth herein.

3. AGREEMENT.

In mutual consideration of the City paying a sum certain and the Attorneys fulfilling their responsibilities, it is agreed as follows:

3.1 The City of Mattawa agrees:

3.1.1 Financial Responsibility. For each hour or portion thereof that the Attorney is employed by the City pursuant to this contract, the City shall pay the Attorneys at the rate of two hundred twenty five dollars ($225.00) per hour. The Attorneys shall be paid for one hour as compensation for travel time and expense in connection with attendance at council meetings. The Attorneys shall be paid for actual time for attendance at all other meetings at which their attendance is required.

3.1.2 Cooperative Responsibility. That it shall cooperate with the Attorneys to aid in the performance of the subject matter of this contract.

3.2 The Attorneys agree:

3.2.1 Duties. That they shall represent the City as its counsel in administrative hearings and/or court actions; draft documents and review regulations and documents prepared by the City; provide necessary legal counseling services and other litigation and prelitigation functions as are necessary to effectively represent the interests of the City; attend two council meetings per month if requested, advise City officers and departments; and, prosecute violations of City ordinances.

3.2.2 Power of Attorney. That they are granted power of attorney to execute all documents connected with the subject matter of this contract in which the City is a party or has an interest or which are necessary to adequately and properly carry forth the City's interest in all litigation, prelitigation, or administrative proceedings.

3.2.3 Billings. That they shall supply the City with monthly billings with their request for reimbursement as shall be required now or in the future by the City.

3.2.4 Conflicts. That they will avoid any conflict of interest with the purpose for which they have been engaged by the City.

3.2.5 Representation. That they will employ only qualified attorneys at law to represent the City, and that the attorney primarily assigned to represent the City and the attorney to be designated as the Mattawa City Attorney is Anna C. Franz.

3.3 It is mutually agreed as follows:

3.3.1 That the Attorneys shall not be paid mileage unless authorized by the City.

3.3.2 That payments shall be made by voucher on or before the 20th day of the month following one full month of service.

3.3.3 That this agreement shall continue and be binding upon the parties from year to year unless terminated as herein provided or until the purpose of this agreement has been completed.

3.3.4 That this agreement may be amended by written consent of both parties

and all amendments shall be attached to this agreement and made a part thereof.

3.3.5 That this agreement may be terminated at any time by either party by giving sixty (60) days' written notice of intention to terminate to the other party.

3.3.6 The Attorneys agree to perform work for the City pursuant to this contract, and in so doing, understand that the payments specified above do not include payment for holidays, sick leave, or annual leave. It is further understood that such payments shall not include deduction for income tax, social security, labor and industries, retirement or medical insurance, and that it is not the responsibility of the City to provide such fringe benefits and/or to make payroll deductions.

3.3.7 The Attorneys files shall consist only of copies of original client documents; all original documents shall be returned to the City and shall not be retained by Attorneys. The Attorneys shall retain firm files upon the termination of representation and such files will be retained in accordance with the Attorneys' retention schedule. Firm files include, but are not limited to, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

3.3.8 The initial term of this contract shall be from January 1, 2027 to December 31, 2027, and January 1 through December 31 of each year thereafter until terminated.

4. *ENTIRE CONTRACT.*

This writing embodies the entire contract between the parties and shall not be modified unless put into writing. If this contract is amended by written consent of both parties, all amendments shall be attached to this contract and be made a part thereof. If any portion of this agreement is declared to be invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect so long as the purpose of this contract shall remain.

THE CITY OF MATTAWA obligates itself to the terms of this contract by action of its council.

By _____
Maria M. Celaya, Mayor

ANNA C. FRANZ, PS, obligates itself to the terms of this contract.

By _____
Anna C. Franz, President

ASSOCIATION OF
GRANT COUNTY
CITIES & TOWNS

October 29th

The Honorable Bob Ferguson
Governor, State of Washington

Members of the Washington State Legislature

RE: SUPPORT FOR $1.5 MILLION COLUMBIA RIVER BASIN MUNICIPAL WATER SUPPLY NEEDS FUNDING

Dear Governor Ferguson and Members of the Washington State Legislature:

The Cities and Towns of Grant County respectfully requests your support for the $1.5 million Columbia River Basin Municipal Water Supply Needs funding request included in the Washington State Department of Ecology, Office of Columbia River proposed 2027 to 2029 capital budget.

This funding represents an important next step toward developing a long term, reliable and sustainable municipal and industrial water supply for communities throughout the Columbia Basin.

The need for this work has already been established through the Columbia Basin Sustainable Water Coalition Preliminary Watershed Management Plan. That regional planning effort documented long term declines in portions of the deep Columbia Basin basalt aquifer system and evaluated alternatives for creating sustainable municipal water supplies for communities in Franklin, Lincoln, Adams and Grant Counties.

Importantly, the CBSWC planning process ranked New Source Treatment and Regional Distribution, Project Alternative A6, as the second highest priority project alternative for implementation, immediately following the Odessa Groundwater Replacement Program. The plan also ranked Integrated Planning and Project Implementation, Planning Alternative C3, as its highest priority water resource planning alternative.

These two recommendations work together. Alternative A6 identifies the type of regional infrastructure solution to be advanced: development of a new water source, treatment and regional distribution. Alternative C3 provides the implementation framework for moving that concept forward through coordinated regional planning and project implementation.

Under C3, CBSWC recommends bringing together municipalities, the Columbia Basin Sustainable Water Coalition, the Bureau of Reclamation, irrigation districts, Tribes, state agencies, environmental and recreational interests, and other regional stakeholders around the Columbia Basin's complex water supply needs. The purpose is to identify shared goals and objectives and then work collaboratively toward implementation of projects and programs that achieve those objectives.

C3 is particularly important because it is not limited to additional study. It is intended to create a stakeholder driven, consensus based process focused on implementation. The CBSWC plan specifically identifies integrated planning as a potential pathway for achieving sustainable municipal water supply through implementation of one or more of the regional project alternatives identified in the watershed plan.

The CBSWC plan further recognizes that successful integrated planning will require state agency involvement and facilitation and specifically identifies the need for legislative funding to support that effort. The proposed Office of Columbia River funding is therefore directly responsive to the implementation framework recommended by CBSWC.

The requested $1.5 million provides an opportunity to advance both Project Alternative A6, New Source Treatment and Regional Distribution, and Planning Alternative C3, Integrated Planning and Project Implementation. Together, these recommendations establish both the regional water supply concept and the collaborative implementation process necessary to move the Columbia Basin toward a sustainable municipal water supply.

Participating Columbia Basin communities have also advanced development of the Columbia Basin Regional Municipal Water Supply System Plan. That planning effort evaluates how a regional surface water source, centralized treatment and regional transmission system could provide a dependable municipal and industrial water supply to communities presently dependent upon declining deep groundwater resources.

The regional planning work evaluates multiple source and infrastructure alternatives, including Columbia River and Banks Lake supply concepts, treatment requirements, regional transmission, municipal demand, water rights, energy requirements, operations and maintenance costs, governance and long term implementation. The work completed to date demonstrates that regional municipal water supply alternatives are technically viable and warrant advancement into the next phase of coordinated planning and preliminary engineering.

This is fundamentally a regional issue. Individual communities can continue pursuing separate wells, treatment systems, aquifer storage and recovery projects, source studies and other individual solutions. Those projects may provide important short term local benefits, but they do not replace the need to evaluate a coordinated regional water supply capable of serving Columbia Basin communities over the next 50 to 100 years.

A regional approach provides an opportunity to reduce duplication, improve infrastructure efficiency, coordinate state and federal investment, protect existing groundwater resources and provide greater certainty for municipal services, housing, fire protection, food processing, agriculture related industries and future economic development.

The requested $1.5 million appropriation provides the opportunity to move this effort from regional concept planning toward coordinated preliminary engineering and implementation. It is a logical continuation of the work already undertaken by the Columbia Basin Sustainable Water Coalition and participating municipalities and provides a mechanism to bring the necessary regional stakeholders and agencies together around an implementable long term solution.

For these reasons, the City and Towns of Grant County strongly supports inclusion of the $1.5 million Columbia River Basin Municipal Water Supply Needs appropriation in the 2027 to 2029 State Capital Budget and requests the support of the Governor and Washington State Legislature for this important regional water supply investment.

We look forward to continuing to work with the Office of Columbia River, the Columbia Basin Sustainable Water Coalition, the Bureau of Reclamation, participating municipalities and other regional partners to develop a sustainable and implementable long term municipal water supply for the Columbia Basin.

Sincerely,

Dave Dormier, PE

Dave Dormier
President AGCCT

ASSOCIATION OF GRANT COUNTY CITIES AND TOWNS

OCR 2027–2029 Budget Support Letter | Member Signature Page

The undersigned representatives express support for the accompanying AGCCT letter requesting state funding for Columbia Basin regional municipal water supply planning.

MEMBER CITY / TOWN	POSITION / TITLE	PRINTED NAME	SIGNATURE
Town of Coulee City			
Town of Coulee Dam			
City of Electric City			
City of Ephrata			
City of George			
City of Grand Coulee			
Town of Hartline			
Town of Krupp			
City of Mattawa			
City of Moses Lake			
City of Quincy			
City of Royal City			
City of Soap Lake			
City of Warden			
Town of Wilson Creek			

Washington State Department of Commerce

Federal Interagency Agreement with

City of Mattawa

through

Community Development Block Grant (CDBG) Program

General Purpose Grants

Grant Number: 25-64210-024

For

Second Street and Steven Street Improvements Project

Dated: 8/31/2026

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Washington State Department of Commerce

Face Sheet

Grant Number: 25-64210-024

Local Government Division
Community Development Block Grant (CDBG) Program

☑ Subrecipient
☐ Contractor

1. GRANTEE City of Mattawa 521 Government Road Mattawa, WA 99349		**2. GRANTEE Doing Business As (optional)** N/A	
3. GRANTEE Representative Anabel Martinez, Office Manager/Clerk-Treasurer 509-932-4037 amartinez@cityofmattawa-wa.gov		**4. COMMERCE Representative** Michelle Reilly, Project Manager 360-764-3739 Michelle.reilly@commerce.wa.gov	
5. Grant Amount $500,000	**6. Funding Source** Federal: ✓ State: Other:	**7. Start Date** 08/31/2026	**8. End Date** 01/31/2030
9. Federal Funds $500,000	**Federal Agency** U.S. Department of Housing and Urban Development (HUD)	**ALN (CFDA #)** 14.228	**Indirect Rate** N/A
10. Tax ID # On File	**11. SWV #** 0016836-00	**12. UBI #** 600-088-293	**13. UEI #** KNN4U3JRM6Y6
14. Award Method ☒ Competitive ☐ Non-Competitive	**NOFO/RFX#** N/A		**Proviso#** N/A

15. Grant Purpose

Second Street and Steven Street Improvements Project - A full description of the project is in Attachment "B" Scope of Work and Budget.

COMMERCE, defined as the Department of Commerce, 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 and warrant they are authorized to bind their respective agencies. 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: Grantee Terms and Conditions including Attachment "A" – Community Development Block Grant Requirements and Attachment "B" – Scope of Work and Budget.

FOR GRANTEE	**FOR COMMERCE**
The Honorable Maria Celaya Mayor	Mark K. Barkley, Assistant Director Local Government Division
Date	Date
	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE

Special Terms and Conditions

1. Authority

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. Acknowledgement of Federal Funding

Federal Award Identification Number (FAIN): B-25-DC-53-0001
Federal Award Date: September 24, 2025
Federal Awarding Agency: U.S. Department of Housing and Urban Development (HUD)
Subaward from Commerce State CDBG Program to GRANTEE: **$500,000**
Awarding official: Sarah Clifthorne, Interim Director (360) 725-3085
Research & Development (R&D): Award will not be used for R&D

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The GRANTEE agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the GRANTEE describing programs or projects funded, in whole or in part, with federal funds under this Grant Agreement, shall contain the following statements:

> "This project was supported by Grant No. B-25-DC-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

3. 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.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant Agreement.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant Agreement.

4. Compensation and Expenses

COMMERCE shall pay an amount not to exceed the Grant Amount identified on the Face Sheet of this Grant Agreement for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work in Attachment "B" - Scope of Work and Budget.

GRANTEE shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the GRANTEE for authorized expenses shall not exceed the Grant Amount identified on the Face Sheet.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. GRANTEE shall receive compensation for travel expenses at current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations.

5. Subgrantee(s)/Subcontractor(s) Data Collection

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by

Subgrantee(s)/Subcontractor(s) and the portion of grant funds expended for work performed by Subgrantee(s)/Subcontractor(s), including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business Subgrantee(s)/Subcontractor(s).

"Subgrantee(s)/Subcontractor(s)" shall mean Subgrantee(s)/Subcontractor(s) of any tier.

6. Indirect Costs

The GRANTEE shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists, a de minimis indirect cost rate of up to 15% of modified total direct costs (MTDC) may be used.

7. Billing Procedures and Payment

COMMERCE will pay GRANTEE upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. If expenses are invoiced, provide a detailed breakdown of each type. Except for approved indirect costs, if any, a receipt must accompany any single expense in the amount of $50.00 or more to receive reimbursement.

Any expense reimbursed under this Grant Agreement which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing GRANTEE's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate the Grant Agreement or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant Agreement, including completion of the CDBG program Environmental Review and the release of funds (if applicable).

No payments in advance or in anticipation of services or supplies to be provided under this Grant Agreement shall be made by COMMERCE.

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee(s)/Subcontractor(s) payments are reimbursable expenses within the meaning of this Grant Agreement. GRANTEE must have, and may be required to demonstrate, the means to pay each and every Subgrantee(s)/Subcontractor(s). Failure to pay Subgrantee(s)/Subcontractor(s) as agreed may result in suspension or termination of this Grant Agreement.

COMMERCE may, in its sole discretion, withhold up to 5% of the Grant Amount identified on the Face Sheet until acceptance by COMMERCE of project completion.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subgrantee(s)/Subcontractor(s).

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay. The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subgrantee(s)/Subcontractor(s).

8. Audit

If the GRANTEE expends $1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the GRANTEE shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501(h), for-profit Subrecipients expending $1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit GRANTEE shall send all audit documentation to the Federal Audit Clearinghouse.

If the GRANTEE expends **less** than $1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year the GRANTEE shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

9. 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 Commerce Representative identified on the Face Sheet.

10. Debarment

A. GRANTEE, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

ii. Have not within a three-year period preceding this Grant Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the GRANTEE is unable to certify to any of the statements in this Grant Agreement, the GRANTEE shall attach an explanation to this Grant Agreement.

C. The GRANTEE agrees by signing this Grant Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The GRANTEE further agrees by signing this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

i. The lower tier Subgrantee(s)/Subcontractor(s) certifies, by signing this Grant Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii. Where the lower tier Subgrantee(s)/Subcontractor(s) is unable to certify to any of the statements in this Grant Agreement, such contractor shall attach an explanation to this Grant Agreement.

E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this Section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. GRANTEE may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. Insurance

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

12. 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:

- Applicable federal and state of Washington statutes and regulations
- Attachment A – Community Development Block Grant Requirements
- Special Terms and Conditions
- General Terms and Conditions
- Attachment B – Scope of Work and Budget
- Community Development Block Grant (CDBG) policies and procedures including the CDBG Management Handbook, prepared by Commerce, located at www.commerce.wa.gov\CDBG
- COMMERCE grant award letter to GRANTEE
- GRANTEE's application for funding

General Terms and Conditions

1. Definitions

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

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Grant Agreement" means the entire written agreement between COMMERCE and the GRANTEE, including any Exhibits, documents, or materials incorporated by reference and may constitute a Subaward if so designated. Electronic transmission of a signed copy of a Grant Agreement shall be the same as delivery of an original.

D. "Contractor" or "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant Agreement and shall include all employees and agents thereof.

E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each Subaward (regardless of the period of performance of the Subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each Subaward in excess of $50,000.

F. "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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

G. "State" shall mean the state of Washington.

H. "Subaward" and "Subawards" shall mean individually and collectively award(s) provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Grant Agreement or other contract.

I. "Subgrantee(s)/Subcontractor(s)" 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 contract with the Contractor. The term "Subgrantee(s)/Subcontractor(s)" mean subgrantees and/or subcontractors of any tier.

J. "Subrecipient" shall mean a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. All Writings Contained Herein

This Grant Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

3. 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.

4. Assignment

Neither this Grant Agreement, work thereunder, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

5. Confidentiality and Safeguarding of Information

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

i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and

iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor 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 state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. Copyright

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 COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

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

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE hereby grants to COMMERCE 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 COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this GRANTEE, 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 COMMERCE 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. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

7. Disputes

In the event that a dispute arises under this Grant Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Grant Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Grant Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. Governing Law and Venue

This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. Indemnification

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. 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.

11. Recapture

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state laws, federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

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

12. 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.

The GRANTEE shall retain such records for a period of six (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 COMMERCE, personnel duly authorized by COMMERCE, 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.

13. 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, COMMERCE may suspend or terminate the Grant Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

14. 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.

15. Subgranting/Subcontracting

The GRANTEE may only subgrant and/or subcontract work contemplated under this Grant Agreement if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting and/or subcontracting, the GRANTEE shall maintain written procedures related to subgranting and/or subcontracting, will enter written subgrants/subcontracts prior to any work being performed, and will maintain copies of all subgrant(s) and/or subcontract(s) and records related to subgrant(s) and/or subcontract(s). For cause, COMMERCE in writing may: (a) require the GRANTEE to amend its subgranting and/or subcontracting procedures as they relate to this Grant Agreement; (b) prohibit the GRANTEE from subgranting and/or subcontracting with a particular person or entity; or (c) require the GRANTEE to rescind or amend a subgrant and/or subcontract.

Every subgrant and/or subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant Agreement. The GRANTEE is responsible to COMMERCE if the Subgrantee/ Subcontractor fails to comply with any applicable term or condition of this Grant Agreement. The GRANTEE shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this grant. In no event shall the existence of a subgrant and/or subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties.

Every subgrant and/or subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant and/or subcontract.

16. Survival

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. Termination for Cause

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE 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 contract (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE 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 COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "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.

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, COMMERCE 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.

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

18. Termination for Convenience

Except as otherwise provided in this Grant Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant Agreement is so terminated, COMMERCE 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.

19. Termination or Suspension for Loss or Reduction of Funding

Should there be any loss or suspension of federal funding that supports this Grant Agreement, the Grant Agreement may be immediately suspended by COMMERCE upon notice to the GRANTEE. Should federal funding that supports this Grant Agreement be terminated, this Grant Agreement and all obligations, including payment for work done under this Grant Agreement, will be terminated as of the date of the termination of the federal funding.

Payment for any work done on the Grant Agreement prior to the loss of funding shall be done in accordance with the requirements of the funding source.

20. Termination Procedures

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE 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.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE 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 COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE 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 Authorized Representative, the GRANTEE shall:

A. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;

B. Place no further orders or subgrants and/or 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;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants and/or subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants and/or subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants and/or subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the 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 the Authorized Representative has or may acquire an interest.

21. Treatment of Assets

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

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

B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE 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 COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

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

E. All reference to the GRANTEE under this clause shall also include GRANTEE's employees, agents or Subgrantee(s)/Subcontractor(s).

22. 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 Authorized Representative of COMMERCE.

Attachment A: Community Development Block Grant Requirements

This agreement includes terms and conditions of the COMMERCE's federal award that are imposed on the GRANTEE, and the GRANTEE agrees to carry out its obligations in compliance with all of the obligations described in this Grant Agreement.

1. General Compliance

The GRANTEE shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified.

2. 2 CFR 200

The GRANTEE must comply with the applicable requirements at 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as may be amended from time to time, to the extent that part 200 is incorporated into and made applicable by 24 CFR part 570, subpart I, or applicable Federal Register notices that govern this Grant Agreement.

3. Prohibited Activities

The GRANTEE may only carry out the activities described in this Grant Agreement. The GRANTEE is prohibited from charging to the Subaward the costs of CDBG-ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Grant Agreement for political activities, inherently religious activities, or lobbying.

4. Property Standards

The GRANTEE shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case GRANTEE shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

5. Federal Funding Accountability and Transparency Act (FFATA)

The GRANTEE shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The GRANTEE must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI). The GRANTEE must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

6. Build America, Buy America

The GRANTEE must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the GRANTEE's infrastructure project. Pursuant to HUD's Notice, "CPD Implementation Guidance for the Build America, Buy America Act's Buy America Preference" (Notice CPD-25-01) any funds obligated by HUD are subject to BABA requirements, unless excepted by a waiver.

7. Environmental Review

COMMERCE shall not release funding to a GRANTEE until the following conditions implementing 24 CFR part 58 are met:

A. The GRANTEE must complete an environmental review of the project and make a finding of environmental impact. Unless the project is exempt under the National Environmental Policy Act (NEPA), a notice of this finding must be published along with a notice of the GRANTEE's intent to request release of funds for the project. The GRANTEE must allow a seven (7) or fifteen (15) day

period for public review and comment following publication of the notices. When this review and comment period expires, the GRANTEE may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen-day objection period. When COMMERCE's objection period expires, COMMERCE may, after considering any comments received, formally notify the GRANTEE in writing of the release of federal funds for the project.

B. The GRANTEE will comply with requirements of the National Historic Preservation Act, 54 USC 30001 et seq. and its implementing regulations, particularly 36 CFR 800, as applicable.

8. Historical or Cultural Artifacts, Human Remains

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP). If human remains are discovered, the GRANTEE shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

9. Relocation, Real Property Acquisition

The GRANTEE shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606; in addition to waivers and alternate requirements of all applicable Federal Register Notices for this award.

10. Acquisition and Disposition of Assets

The GRANTEE will account for any tangible personal property acquired or improved with this Grant Agreement.

The use and disposition of real property and equipment under this Grant Agreement will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489,570.502,570.503,570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant Agreement in excess of $25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant Agreement is closed. Any exception must be made with COMMERCE approval and the GRANTEE will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant Agreement within ten (10) years of closeout of the Grant Agreement shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant Agreement is sold, the proceeds will be CDBG Program Income.

11. Labor Standards and Employment

The GRANTEE shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or Subgrantee(s)/Subcontractor(s) in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The GRANTEE agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The GRANTEE shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to COMMERCE for review upon request.

12. Section 3 of the Housing and Urban Development Act of 1968

The GRANTEE shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implement its implementing regulations at 24 CFR part 75.

All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c. The GRANTEE agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The GRANTEE agrees to include this section 3 clause in every subgrant and/or subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subgrant and/or subcontract or in this section 3 clause, upon a finding that the Subgrantee/Subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subgrant and/or subcontract with any Subgrantee/Subcontractor where the contractor has notice or knowledge that the Subgrantee/Subcontractor has been found in violation of the regulations in 24 CFR part 75.

e. The GRANTEE will certify that any vacant employment positions, including training positions, that are filled (1) after the GRANTEE is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the GRANTEE's obligations under 24 CFR part 75.

f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subgrants and/or subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Grant Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Performance Reporting

The GRANTEE, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Grant Agreement. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant Agreement. Activities funded by this Grant Agreement providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Grant Agreement.

14. Program Income

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in Attachment B - Scope of Work and Budget. The GRANTEE must maintain records of program income received and expended and annually report program income received after closeout of this Grant Agreement. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of $100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

15. Nondiscrimination

A. **Section 109**. The GRANTEE will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with federal financial assistance. The GRANTEE will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the GRANTEE shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

B. **Architectural Barriers Act and the Americans with Disabilities Act.** The GRANTEE shall ensure that its activities are consistent with the requirements of the Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain federal and federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and used by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).
The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are

structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

C. **Title VI of the Civil Rights Act of 1964 (24 CFR part 1)**

i. **General Compliance**. The GRANTEE shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 CFR 570.601 and 570.602. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The GRANTEE shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

ii. **Assurances and Real Property Covenants.** As a condition to the approval of this Agreement and the extension of any federal financial assistance, the GRANTEE assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to 2 CFR part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the GRANTEE's assurance herein shall obligate the GRANTEE or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the GRANTEE retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the GRANTEE for the period during which federal financial assistance is extended pursuant to the contract or application.

This assurance gives COMMERCE and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG funds and provided to the GRANTEE under this Agreement, the instrument effecting any disposition by the GRANTEE of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the GRANTEE receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part shall extend to any facility located wholly or in part in such space.

16. Conduct

A. **Hatch Act.** The GRANTEE shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

B. **Conflict of Interest.** In the procurement of supplies, equipment, construction, and services pursuant to this Agreement, the GRANTEE shall comply with the conflict-of-interest provisions in COMMERCE's procurement policies and procedures. In all cases not governed by the conflict-of-

interest provisions in the COMMERCE's procurement policies and procedures, the GRANTEE shall comply with the conflict-of-interest provisions in 24 CFR 570.489(h).

C. **Lobbying Certification.** The GRANTEE hereby certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

iii. It shall require that the language of paragraphs (a) and (b) of this certification be included in the award documents for all Subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose; accordingly, and

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

17. Religious Activity

The GRANTEE agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Attachment B – Scope of Work and Budget

GRANTEE: City of Mattawa | Grant No. 25-64210-024				
Project Description / Deliverable				
The City of Mattawa is awarded a CDBG General Purpose Grant for Second Street and Steven Street Improvements Project. The project will result in newly paved streets and sidewalks to serve a new affordable housing community. Major components of the project include paving, sidewalks, curb ramps, lighting, future-use driveways, and utility stub-outs for water and sewer mains. The project will provide an area benefit to the City of Mattawa service area consisting of approximately 3,935 persons with 58.4% percent having low- and moderate-incomes based on 2024 HUD LMI data. The project will accomplish HUD's outcome of increasing the community's availability and access to sustainable infrastructure systems to achieve HUD's objective of creating suitable living environments.				
Project Budget				
CDBG Budget Code & Funding		**Leveraged Other Funding**		**Total Funding**
03K Street Improvements	**$500,000**	**Other Federal $**		
		Private $		
Total CDBG Funds	**$500,000**	**Total Other Funds**		**$500,000**
Project Activities				**Milestones**
▪ Execute Grant Agreement with Commerce and establish administrative, financial, reporting and record keeping systems. ▪ Complete the environmental review in compliance with Federal related laws and authorities listed at 24 CFR 58.5 and 58.6 and request CDBG release of funds.				Before first payment request
▪ Procure engineer in compliance with state and CDBG requirements, including outreach to MWBE and Section 3 local business participation; verify all parties do not have an active exclusion record in SAM.gov and include required federal provisions in the contract.				Before incurring costs for professional services
▪ Prepare and submit payment requests with supporting documentation to Commerce.				Not more than monthly
▪ As necessary, arrange an audit with the Washington State Auditor in accordance with the *Uniform Guidance, 2 CFR 200, Subpart F- Audit Requirements.*				Annually
▪ Prepare bid documents in consultation with CDBG project manager.				Before construction bid advertisement
▪ Procure construction contract in compliance with state and CDBG requirements including outreach to MWBE and Section 3 local businesses. ▪ Verify contractor/subcontractors do not have an active exclusion record in SAM.gov and include documentation in CDBG file.				Before award of construction contract
▪ Review certified payrolls and submit labor standards material.				Throughout construction
▪ Regularly monitor engineering, weekly certified payrolls, and construction for compliance with applicable federal and state regulations, and conduct progress meetings.				Weekly during construction
▪ Complete applicable civil rights requirements. ▪ Conduct a final public hearing to review project performance, resolve all monitoring issues with CDBG, and submit a CDBG Contract Closeout Report.				Before final payment request
▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons.				Before contract end date