

**2023-2024 PLUM STREET VILLAGE FUNDING
AGREEMENT BETWEEN
CITY OF OLYMPIA AND VALEO VOCATION**

This Funding Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Valeo Vocation, a Washington nonprofit corporation ("VALEO").

The City of Olympia declared a public health emergency related to homelessness on July 17, 2018. Since that date, the City has worked to find solutions that will assist in alleviating the homeless crisis in Olympia and to reduce human suffering. VALEO has experience assisting those who are homeless by establishing tiny house villages as transitional housing and connecting residents with essential services to allow them the best chance of success in transitioning to permanent housing.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding to VALEO, a Washington nonprofit corporation, to enable VALEO to operate and maintain a tiny house village in Olympia, Washington, commonly known as Plum Street Village.

VALEO will work with residents of the village to ensure they obtain the services necessary to enable each resident to transition to permanent housing within a reasonable period of time.

2. Term/Termination.

The term of this Agreement shall commence on the date of the last authorizing signature affixed hereto and shall continue until December 31, 2024, unless otherwise terminated as provided in this Agreement. Prior to the expiration of the Term, this Agreement for funding may be terminated upon sixty (60) days' written notice to VALEO, with or without cause by the City. Once termination notice has been provided, the City shall only be responsible for funding the work that is currently in progress and can be completed prior to the date of termination.

3. Location of the Site.

VALEO shall staff the tiny house village located upon City owned property that has been leased to VALEO at Plum Street & Union Avenue in Olympia, the exact location of which is shown on **Exhibit "A,"** and hereafter referred to as "Plum Street Village" or "Village." The site area is approximately 13,000 square feet.

4. Structures on the Site.

Any significant changes to the site must be approved by the City of Olympia prior to commencement of any changes. Plum Street Village currently consists of:

- a. 29 tiny house shelters
 - o Each tiny house is equipped with electrical power, windows, locking door
 - o furniture (bed, chair)
 - o necessary fixtures (heat, lighting)
- b. On-site security
- c. 3 Resident Common Areas include:
 - o Case Management Office
 - o Two community areas
- d. 1 Hygiene Trailer:
 - o 3 showers
 - o 4 toilets - one ADA
 - o 1 washer/1 dryer
- e. 1 Cooking/Eating area:
 - o Equipped with kitchen appliances
- f. Fencing capable of locking surrounding the perimeter of two main areas
 - o Six-foot high chain link

5. **Funding.** VALEO will operate and manage the existing 29-unit tiny house village as outlined in the Scope of Operations in **Exhibit B**, in exchange for reimbursement funding not to exceed the total amount set forth in the Budget in **Exhibit C**.

- A. **Total Funding.** The City agrees to fund VALEO in an amount not to exceed Five Hundred and Fifty Thousand One Hundred and Twenty and No/100 Dollars (\$550,120.00.) as set forth in **Exhibit C**.
- B. **Method of Funding.** Funding by the City will be provided on a reimbursement basis only with proper receipts for items purchased or staff employed, accompanying a properly completed invoice, the requirements of which are outlined in **Exhibit C**, Budget. ***In the event VALEO fails to submit an invoice that includes proper documentation to the City within 60 days from the end of the month in which the expense is incurred, VALEO forfeits any right to reimbursement for that expense.***
- C. **VALEO Responsible for Taxes.** VALEO shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of VALEO's business operations.

6. **Compliance with Laws.**

In using the funding authorized under this Agreement, VALEO shall comply with any and all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

VALEO affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Plum Street Village for the purpose stated in this Agreement in a manner that will ensure the stability, safety, and health of participants and that will promote safety in the community. ***This includes necessary skill and training in accounting matters so that expenses are tracked, and invoicing is properly and timely provided to the City for reimbursement.*** VALEO further affirms that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Olympia.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that VALEO is operating independently from the City and the City shall be neither liable nor obligated to pay any VALEO employee any benefits provided to City employees such as sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other employment related tax. VALEO shall pay all income and other taxes due for VALEO employees. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to VALEO, shall not be deemed to convert this Agreement to an employment contract. Even though funding for this Agreement may include reimbursement for certain VALEO staff and benefits, VALEO employees shall not be considered employees of the City.

9. Equal Opportunity Employer.

A. In all VALEO services, programs or activities, and all hiring and employment made possible by or resulting from this Funding Agreement, there shall be no unlawful discrimination by VALEO or by VALEO's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VALEO shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the VALEO's breach, may result in ineligibility for further City agreements.

B. In the event of VALEO's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and VALEO may be declared ineligible for further agreements or contracts with the City. VALEO, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements,
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VALEO must complete and return the *Statement of Compliance with Nondiscrimination* attached as **Exhibit D**. Because the contract amount is over \$50,000, VALEO shall execute the attached Equal Benefits Declaration - **Exhibit E**.

10. Responsibilities for Communication.

VALEO shall manage and operate the Plum Street Village in a manner consistent with the accepted practices for other similar Tiny House Villages, being particularly mindful of the surrounding neighborhood in which Plum Street Village is sited and its proximity to schools and businesses. VALEO shall:

- Organize Community Advisory Committee (CAC) meetings made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the Village that meets at least bi-monthly. VALEO shall invite the city's homeless response coordinator to attend all CAC stakeholder meetings.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the Village or VALEO staff, and VALEO shall respond promptly.
- Organize a public open house of the Village and coordinate tours as needed.
- Respond promptly to any citizen request for documentation relating to the establishment or operations of Plum Street Village or its communications.
- Participate in monthly meetings with City housing and homeless response staff to report on outcomes (e.g., intakes, movements to permanent housing, self-withdrawals, exits, etc.), billings, community relations, coordination with the County homeless response system, and general communications between VALEO and the City.

11. Indemnification/Insurance.

- A. Indemnification/Hold Harmless. VALEO shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the acts, errors or omissions of VALEO in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

- B. Insurance Term. VALEO shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by VALEO, its agents, representatives, or employees.

- C. No Limitation. VALEO's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of VALEO to the coverage provided by such insurance, or otherwise limit the VALEO's recourse to any remedy available at law or in equity.
- D. Minimum Scope of Insurance. VALEO shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the VALEO's Commercial General Liability insurance policy with respect to the work performed as a part of this Agreement using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Tenant Discrimination insurance coverage. The City shall be named as an additional insured under VALEO's Tenant Discrimination insurance policy/coverage with respect to the work performed as a part of this Agreement using an additional insured endorsement at least as broad as ISO CG 20 26, or as otherwise reasonably is similar.
 4. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
 5. Professional Liability insurance appropriate to VALEO's profession.
- E. Minimum Amounts of Insurance. VALEO shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, with excess or umbrella coverage in the sum of \$10,000,000.
 3. Tenant Discrimination insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, with excess or umbrella coverage in the sum of \$10,000,000.
 4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- F. Other Insurance Provisions. VALEO's Automobile Liability and Commercial General Liability insurance, and Tenant Discrimination insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-

insurance, or insurance pool coverage maintained by the City shall be excess of VALEO's insurance and shall not contribute with it.

- G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- H. Verification of Coverage. VALEO shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of VALEO before commencement of the work.
- I. Notice of Cancellation. VALEO shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
- J. Failure to Maintain Insurance. Failure on the part of VALEO to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' written notice to VALEO to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due VALEO from the City.
- K. City's Full Access to VALEO's Limits. If VALEO maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by VALEO, irrespective of whether such limits maintained by VALEO are greater than those required by this Agreement, or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by VALEO.

12. Treatment of Assets.

- A. Title to all nonexpendable personal property and buildings purchased by VALEO, the cost of which VALEO has been reimbursed as a direct item of cost under this Agreement, or any prior Agreements, shall pass to and vest in the City at the conclusion of this Agreement.
- B. Nonexpendable personal property purchased by VALEO under the terms of this Agreement, or prior Agreements, in which title will be vested in the City at the end of the Agreement shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior express written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.
- C. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, VALEO agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in

such property in accordance with the “Uniform Commercial Code—Secured Transactions” as codified in Article 9 of Title 62A, the Revised Code of Washington.

- D. VALEO shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of VALEO, or which results from the failure on the part of VALEO to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.
- E. Upon the happening of loss or destruction of, or damage to any City property, VALEO shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.
- F. VALEO shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the Parties.

13. Books and Records/Public Records.

VALEO agrees to maintain books, records, and documents which sufficiently and properly reflect the funding provided by the City for the establishment, management, and operation of Plum Street Village, as well as direct and indirect costs, related to the performance of this Agreement. In addition, VALEO shall maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. All VALEO records related in any way to this Agreement shall be subject, at all reasonable times, to inspection, review, copying or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records prepared, owned, used, or retained by the City that meet the definition of a “public record” in Chapter 42.56 RCW, even if records are created by and in the possession of VALEO, are subject to disclosure under Washington’s Public Records Act. Whether or not the records meet the definition of a public record is the City’s determination. If VALEO disagrees with the City’s determination or believes the records to be subject to an exemption, the City agrees to provide VALEO with ten (10) calendar days to obtain and serve on the City a court order specifically preventing release of such records.

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

14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion

of all remaining operations for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

15. Contract Manager. For issues of contract management such as insurance, invoices, and issues related to this Agreement, please contact:

City Contract Manager: Darian Lightfoot, Director of Housing and Homeless Response
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Office: (360) 753-8033
Cell: (360) 280-8951
Email: dlightfo@ci.olympia.wa.us

With a copy to: Kim Kondrat, Homeless Response Coordinator
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Cell: (360) 742-6448
Email: kkondrat@ci.olympia.wa.us

With a copy to: Darshak Chudssama, Finance Analyst
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Office: (360) 753-8138
Email: dchudasa@ci.olympia.wa.us

VALEO Contract Manager: Sherri Jensen, Chief Executive Officer
Valeo Vocation
603 S. 13th Street
P.O. Box 5907
Tacoma, WA 98415
Office: (253) 301-2134
Cell: (253) 691-2846
Email: sherri@valeovocation.org

16. General Provisions.

- A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.
- C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the state of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be deemed modified to conform to such statutory provision.
- D. Assignment. Neither VALEO nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
 - 1. If VALEO desires to assign this Agreement or subcontract any of its work hereunder, VALEO shall submit a written request to the City for approval not less than thirty (30) days prior to the commencement date of any proposed assignment or subcontract.
 - 2. VALEO is responsible for ensuring that any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.
 - 3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City. The City reserves the right to inspect any assignment or subcontract document.
- E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.
- F. Attorney Fees. In the event either of the Parties defaults in the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.
- G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- H. Governing Law. This Agreement is made in and shall be governed by and interpreted in accordance with the laws of the state of Washington.

- I. Authority. Each individual executing this Agreement on behalf of the City and VALEO represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of VALEO or the City, respectively.
- J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth in Paragraph 15 above. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth in Paragraph 15. Any notice so posted in the United States mail shall be deemed received five (5) days after the date of mailing. If such notice is delivered personally, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, such notice shall be deemed given forty-eight (48) hours after the deposit thereof with such delivery service. Any written notices shall also be sent via email to the email addresses listed in Paragraph 15 above.
- K. Captions. The respective captions of the paragraphs and sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.
- L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the establishment or operations is essential to VALEO's performance of this Agreement.
- M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City or VALEO at law, in equity or by statute.
- N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement. Further, this Agreement may be executed by a facsimile signature, or an electronically signed or digital signature where permitted by law and shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but such counterparts, when taken together, shall constitute one and the same Agreement.
- O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any Party upon a claim that the Party drafted the ambiguous language, but this Agreement shall be construed as if prepared by both Parties.
- P. Venue. All lawsuits or other legal actions whatsoever with regard to this Agreement shall be brought in Thurston County Superior Court for the State of Washington.
- Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
1. By signing the agreement below, VALEO certifies to the best of its knowledge and belief, that it, and its employees, representatives, or agents:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. 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 this certification; and
 - d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
 2. Where VALEO is unable to certify to any of the statements in this certification, VALEO shall attach an explanation to this proposal.
- S. Early Retirement from the State of Washington - Certification. By signing this form, VALEO certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.
- T. Time. Time is of the essence of every provision of this Agreement.
- U. Force majeure. Performance by VALERO or the City of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party who is obligated to render performance (but excluding financial inability to perform, however caused).
- V. Recitals. The Recitals, if any, set forth above are incorporated by this reference into this Agreement and are made a part hereof.

W. Effective date. This Agreement shall be effective as of the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA, a Washington
municipal corporation

By: _____
Steven J. Burney, City Manager

Date

APPROVED AS TO FORM:

By: **Mark Barber** _____
Mark Barber, City Attorney

VALEO VOCATION, a Washington
nonprofit corporation

By: *Sherri Jensen* _____
Sherri Jensen, Chief Executive Officer

12/01/2023

Date

Exhibit "A"
Plum Street Village Site

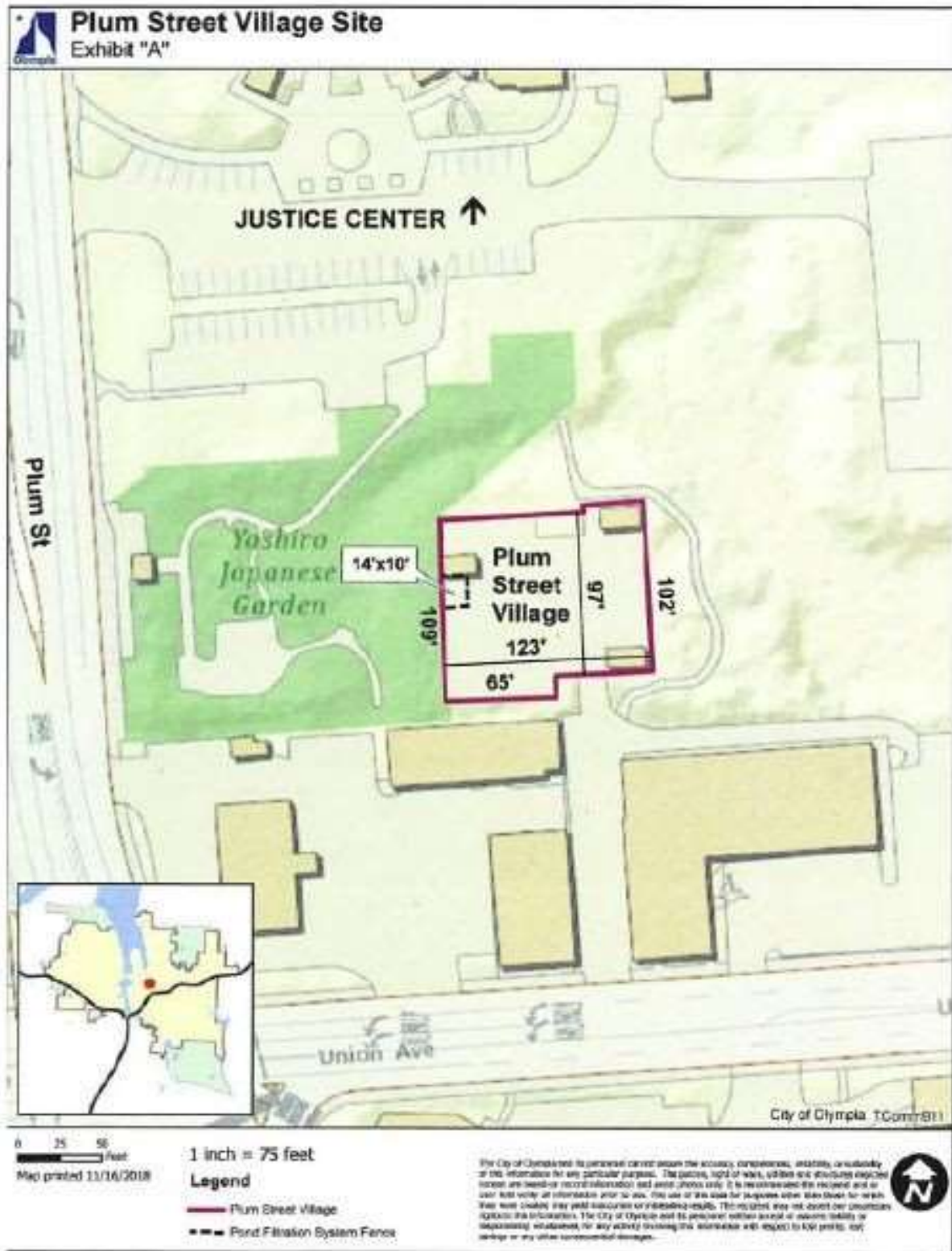


EXHIBIT "B"
VALEO'S SCOPE OF OPERATIONS
for
CALYX COMMUNITY AT PLUM
STREET VILLAGE
Olympia, WA

I. Overview

Founded in Tacoma, WA in 2018, Valeo Vocation is a 501(c)3 workforce development organization that leverages a social enterprise business model to create impact in the community and change the lives of its most vulnerable citizens. Valeo provides dignified, paying transitional jobs, direct employer matches and integral support services that allow people experiencing significant employment barriers to build a better life and exit homelessness. Valeo has been lead operator and/or responsible for shelter staffing for twelve emergency shelters since 2020 and has coordinated with the City of Olympia on the Journey-to-Jobs program. The Calyx Community at Plum Street Village will serve to help residents reclaim their dignity and get on a path to permanent housing by continuing the Journey-2-Jobs (J2J) program, offering transitional, subsidized jobs and comprehensive case management to help reduce barriers and set residents onto a structured pathway towards permanent employment and housing while providing a heated and secure structure, kitchen and hygiene facilities, and ready access to case management.

II. Community Engagement

- Host at least four community meetings annually to share information, hear concerns, and answer questions about Calyx Community at Plum Street Village operations. Valeo shall invite the City's Homeless Response Coordinator to participate in each meeting.
- Support a committee made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the village. Valeo shall invite the City's Homeless Response Coordinator to participate in all stakeholder meetings.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the village or Valeo staff, and Valeo shall respond promptly.
- Organize a public open house of the village and coordinate tours as needed.
- Respond promptly to any citizen request for documentation relating to the operations of Calyx Community at Plum Street Village or its communications.

III. Site Changes

- Changes to the site must be approved by the City of Olympia prior to commencement of changes.

IV. Operations

- Valeo Staff Oversight and Support: Hire, onboard, and support staff. Ensure the site is always staffed during the designated hours.
- Security: Ensure a secure site with a closed perimeter, monitored entrance, and secure facilities.
 - Report all safety concerns to the City of Olympia.
 - Monitor surrounding areas in immediate vicinity of Plum Street Village (assigned spaces in parking lot, greenspace) and communicate any potential concerns or necessary maintenance to HRC.
- Site Management: Work with residents to ensure cleanliness and adherence to a code of conduct developed by Valeo that is consistent with City and community expectations. Ensure residents understand the code of conduct and procedures around grievances and appeals. Adhere to all established policies and procedures.
 - Arrange time with Homeless Response Coordinator (HRC) for regular meetings to submit village reports (intakes, exits, transfers, site updates, village concerns, community concerns, appeals, grievances).
 - Ensure timely submission of invoices to the designated staff with the City of Olympia
 - Ensure the hours of staff are prominently displayed and adhered to. Notify residents in advance of known absences.
 - Establish policy detailing guidelines for retaining a participant's place in the program in the event of an extended hospital stay, in-patient treatment, or incarceration.
 - Establish policy for outside case managers to connect or reconnect with clients and complete proper documentation to work together for the individual's success in alignment with Valeo's expectations.
 - Village Resident Community: Work with residents to foster harmony and collaboration within the Village.
 - Create a Resident Advisory Council who will be assigned duties such as overseeing grievance complaints and appeals, developing and assigning weekly rotating community jobs, and develop procedures and processes with Valeo staff.
 - Establish a consistent weekly meeting with residents to share information about community events, local resources, and hear resident concerns.
 - Invite Homeless Response Coordinator or other designated City staff to attend.
 - Create policy around wellness checks and inspections to ensure unit safety and structural integrity.
- Work with residents who have vehicles to comply to local requirements (i.e., registration, insurance, etc.).
- Maintenance of Site: Conduct maintenance visits and perform required maintenance tasks as needed.
- 24/7 Communication: Ensure that Valeo staff are available around the clock to answer questions and communicate with emergency services.

- Intakes: Work effectively with referring service providers on the intake of new residents to the program.
 - Work with Coordinated Entry for Placements (ROW, CE, direct placement by HRC).
 - Conduct intake interview of individuals referred by other service providers to ensure compatibility with program. Inform referring providers of any barriers and work to remove them.
 - Complete the Coordinated Entry Intake and Assessment Packet and submit it to the Family Support Center within a week of entry.
 - Complete HMIS intake within a week of entry.
- Food Access: Arrange to provide at least one daily hot meal to residents and make non-perishable goods accessible to residents.
 - Ensure residents have access to food and aid with removing any barriers to food access.
- Manage Donations: Manage donations and storage of donated supplies within the Village.
- Develop an emergency management plan that addresses weather, fire, and security issues.
- Ensure engagement and compliance with Thurston County Housing Information Management System.
 - Ensure clients are entered into the Thurston County Homeless Management Information System (HMIS) system and Coordinated Entry (CE).
 - Attend HMIS and CE trainings and obtain access to HMIS and RAGIC.
 - Track intakes, exits, and progress with HMIS reporting procedures provided by Thurston County and RAGIC reporting procedures reported by the Family Support Center (FSC).
 - Ensure staff is aware of and adheres to HMIS and CE policy and procedures. Valeo staff are responsible for knowing and meeting the data quality standards.
 - Designated staff responsible for data entry into these programs is responsible for reporting data requested to the Homeless Response Coordinator and Family Support Center.
- Maintain records of current and past residents, services provided, and other reporting as requested by City of Olympia.
- Ensure coordination with Thurston County Coordinated Entry System in consultation with City of Olympia.
 - Consult with Homeless Response Coordinator and Family Support Center prior to exits for non-violent incidents (ex. Hoarding issues, mental illness, etc.). Establish clear exit process that allows for alternatives to individuals being returned to unsheltered homelessness.
 - Develop village transfer plan in collaboration with Homeless Response Coordinator and Family Support Center
 - Include a Housing Stability Plan which includes the reason for the transfer, identified barriers, and case management notes, as a part of every transfer
 - Establish communication with other service providers to ensure staff and residents are aware of local resources.
 - Connect with Family Support Center and arrange to have at least one staff attend the weekly Name by Name meetings and monthly CE meetings.

- Case Management
 - Staff Oversight & Support: Hire, onboard, and support case management staff with Valeo's experienced case management supervisory team.
 - Assist residents in filling out necessary paperwork and help each resident through the process required to obtain any assistance applicable to the individual resident's situation.
 - Education & Health Service Coordination: Connect clients with agencies that improve health and education outcomes and help them through any process required to obtain necessary services.
 - Intake Coordination: Coordinate with referring agencies through Thurston County Coordinated Entry and outside case managers for wrap around services and successful program outcomes. Provide ongoing updates in Ragic for each resident.

V. Administrative

- Insurance: Maintain ample insurance coverage the site and Valeo operations, naming the City of Olympia as an additional insured.
- Accounting: Document purchases, track finances, and bill accurately.
- Hiring: Manage all hiring and staffing needs with Valeo's human resources team.
- Valeo will perform background screening, including national criminal history checks, on all hired staff and volunteers.
- Valeo will perform background screening through the Washington State Patrol as necessary to screen Residents for compliance with Valeo's Residency standards at the Calyx Community at Plum Street Village.
- Ensure written code of conduct and other agreements for village guests are understood and signed by Valeo and guest prior to guest's access to Calyx Community at Plum Street Village.
- Have and use a written code of conduct and exit process for guests who are in violation of the code of conduct at the Calyx Community at Plum Street Village.

EXHIBIT "C"
2023-2024 BUDGET
PLUM STREET VILLAGE OPERATIONS

Projected Budget: Calyx Community at Plum Street Village Tiny Home Village Operations <i>Jan 1, 2024 - Dec 31, 2024</i>	
Personnel	
Site Manager (1FTE)	\$ 69,817.00
Program Manager (.20FTE)	\$ 16,980.00
Employment Specialist	\$ 57,724.00
Site Staffing Support (7PM to 7AM)	\$ 97,020.00
Facilities Manager (.25 FTE)	\$ 30,000.00
J2J Program Supervisor	\$ 66,127.00
Subcontract	
Housing Navigator	\$ 70,000.00
Comprehensive Case Manager	\$ 70,000.00
Site Support	
Consumable Supplies (food/meals, single use utensils, napkins, feminine hygiene products, toilet paper, laundry soap, etc)	\$ 28,000.00
Non-Consumable Supplies (Linens, Mattresses, Kennels, Storage Bins, AC/Heaters, Office Supplies)	\$ 15,000.00
Maintenance & Utilities	\$ 62,000.00
Technology (Personnel phones, laptops, wifi, office printer)	\$ 7,500.00
Program	
Support Services (Wages, Certifications, Fees, Barrier Reduction Support)	\$ 291,832.00
HIRE Crew Van (branding, mileage, wear and tear)	\$ 15,000.00
Administration	
Program Admin and Unexpected Costs (10%)	\$ 100,000.00
Insurance	\$ 3,000.00
Total	\$ 1,000,000.00

Administration Fee

This is a maximum monthly administrative fee of 10% the actual monthly costs, capped at 10% the total City funds provided under this Agreement . It is intended to reimburse items such as human resources, hiring and advertising, management, supervision, administration, insurance, program support, fundraising, volunteer coordination, background checks through WSP, etc. in support of Plum Street Village and other off-site operations to support Plum Street Village that are included in this Agreement.

Invoices

In the event VALEO fails to submit an invoice that includes proper documentation to the City within 60 days from the end of the month in which the expense is incurred, VALEO forfeits any right to reimbursement for that expense. Invoices must be submitted on a monthly basis.

Invoices must be emailed to the City at jchaney@ci.olympia.wa.us and dlightfo@ci.olympia.wa.us. The invoice must be signed by an authorized employee who is certifying that all amounts billed are a true accounting of expenses that have been incurred and paid for by VALEO and are eligible expenses as outlined in this agreement.

Attach Supporting Documentation to Invoice

Staffing documentation for salary and benefits should include the staff person name, title, number of hours worked under the Agreement and amount paid for the billing period. No other documentation for salary and benefits is required to be submitted with the invoice; however, the City reserves the right to request more detail if specific questions arise related to the invoice submitted.

Other operational Expenses documentation should include copies of invoices paid or receipts of items purchased. Receipts need to show date of purchase and item(s) purchased.

Mileage reimbursement documentation should include staff name, title, date of travel, purpose of travel, number of miles travelled, and rate per mile.

Reporting Requirements to be Submitted with each Invoice

1. HMIS Report for billing period.
2. A narrative progress report that supplements the HMIS report and includes with includes total number of guests, length of stay, exits for behavioral issues, code of conduct violations, moves to permanent housing, and unknown or exits back to homelessness.
3. Dates of four required community meetings held annually.

EXHIBIT "D"
STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION
REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance.

Sherri Jensen
Sherri Jensen, Chief Executive Officer,
Valeo Vocation, a Washington nonprofit corporation

12/01/2023
Date

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

Date

EXHIBIT "E"
EQUAL BENEFITS COMPLIANCE DECLARATION

City of Olympia agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision is to ensure that those who contract with the City provide benefits on a non-discriminatory basis. Those who contract with the City must have policies in place prohibiting such discrimination, prior to any contract taking effect.

I declare that the Entity listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind VALEO VOCATION.

Sherrri Jensen
Sherrri Jensen, Chief Executive Officer,
Valeo Vocation, a Washington nonprofit corporation

12/01/2023
Date