

**MUNICIPAL SERVICES CONTRACT  
FOR  
TEMPORARY SERVICES TO THE HOMELESS  
RELATED TO COVID-19 MITIGATION**

**THIS CONTRACT** is made and entered as of the date of the last authorizing signature affixed and between the City of Olympia, a municipal corporation, hereinafter referred to as “City” and Interfaith Works, a Washington Public Benefit Corporation, hereinafter referred to as “Agency”.

**WHEREAS**, on January 21, 2020, the Washington State Department of Health confirmed the first case of novel coronavirus (COVID-19) in the United States of America in Snohomish County, Washington, and local health departments and the Washington State Department of Health have since worked to identify, contact, and test persons in Washington State who may have been potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC); and

**WHEREAS**, on January 31, 2020, the Secretary of the United States Department of Public Health and Human Services, Alex Azar, declared a public emergency effective January 27, 2020, for the novel coronavirus known as COVID-19; and

**WHEREAS**, on February 29, 2020, Governor Jay Inslee signed Proclamation 20-05 declaring that a State of Emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the State, and that the risk of person-to-person transmission throughout Washington State and the United States of America would significantly impact the life and health of our people, as well as the economy of Washington State, and is a public disaster that affects life, health, property or the public peace. The Governor directed State agencies and departments to utilize State resources to do everything reasonably possible to assist political subdivisions of the State in an effort to respond and recover from the outbreak; and

**WHEREAS**, on March 10, 2020, Governor Inslee signed Proclamation 20-06, addressing risks to persons living in congregate care settings, such as long-term care facilities, and imposing certain restrictions in all counties of the State of Washington. The Governor found that since the initial confirmed case of COVID-19 in Snohomish County on January 21, 2020, COVID-19 had spread to eight counties of Washington State, resulting in 23 deaths. Further, the risk of severe illness and death from COVID-19 appeared to be higher in those members of the State’s population who are 60 years of age and older and those with chronic health conditions. The Governor also found that the worldwide outbreak of COVID-19 and the resulting epidemic in Washington State continued to threaten the life and health of our people as well as the economy of Washington State and that Proclamation 20-05 remains in effect and is amended as provided in Proclamation 20-06; and

**WHEREAS**, on March 11, 2020, Governor Inslee signed Proclamation 20-07, imposing restrictions in King, Pierce and Snohomish counties on large gatherings of people of 250 or more for social, spiritual, and recreational activities, including but not limited to community, civic, public, leisure, faith-based, or sporting events, parades, concerts, festivals, conventions,

fundraisers and similar activities. The Governor found that COVID-19 is a respiratory disease that spreads easily from person-to-person and may result in serious illness or death, and that its presence had been confirmed in nine counties of Washington State, resulting in 24 deaths, with significant community spread in King, Pierce and Snohomish counties, and remains a public disaster affecting life, health, property and the public peace. Based upon these facts, the Governor found that implementation of limitations on large gatherings and use of social distancing would help prevent initial exposure and secondary transmission to the State's most vulnerable populations, and are especially important for people over 60 years of age and those with chronic health conditions due to the risk of severe illness and death from COVID-19; and

**WHEREAS**, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a global pandemic, recognizing that the word "pandemic" is not a word to use lightly or carelessly, acknowledging it is a word that, if misused, can cause unreasonable fear, or unjustified acceptance that the fight is over, leading to unnecessary suffering and death. WHO acknowledged that there were, as of March 11, 2020, more than 118,000 cases in 114 countries, and 4,291 had lost their lives to COVID-19. WHO stated it had never before seen a pandemic sparked by a coronavirus and that this is the first pandemic caused by a coronavirus. Likewise, WHO acknowledged that it had never before seen a pandemic that can be controlled, at the same time, WHO called for nations to take urgent and aggressive action, stating "We have rung the alarm bell loud and clear." WHO stated that all countries can still change the course of this pandemic; and

**WHEREAS**, on March 12, 2020, the Thurston County Board of Health adopted Resolution No. H-03-2020, finding that as of March 12, 2020, there were 366 positive results and 29 deaths due to COVID-19 in Washington State, with 12 counties reporting cases, evidencing the growing nature of the epidemic; and

**WHEREAS**, on March 12, 2020, the Board of Thurston County Commissioners adopted Resolution No. 15880, finding that Thurston County's declaration of a local emergency will allow the County to undertake emergency purchases pursuant to RCW 36.32.270 and RCW 39.04.280 when such purchases require immediate action in the event of an emergency. Further, the Board of Commissioners found that the County's declaration of a local emergency will allow the County, pursuant to RCW 42.30.070, to provide for a meeting site other than the regular meeting site, and the notice requirements of the Open Public Meetings Act shall be suspended during such emergency. The Board further found that the public health emergency conditions stated within Resolution No. 15880 constitute an emergency for Thurston County, necessitating activation of the Thurston County Comprehensive Emergency Management Plan and the utilization of emergency powers granted pursuant to RCW 36.40.180, 38.52.070(2), and 38.52.110(1); and

**WHEREAS**, on March 12, 2020, Governor Inslee adopted Proclamation 20-08, amending his prior proclamations to prohibit public school districts, charter schools, and private schools in King, Pierce and Snohomish counties from conducting in-person educational, recreational, and other K-12 school programs in their school facilities. Subsequently, on March 13, 2020, the Governor, as reported in *The Seattle Times*, expanded K-12 school closures of all Washington schools from March 17 through at least April 24, 2020; and

**WHEREAS**, on March 17, 2020, the Olympia City Council enacted Ordinance No. 7233 declaring a state of public health emergency, and that the Olympia City Council will take all actions within its powers and resources to protect the public peace, health, safety and welfare of the citizens and businesses of the City of Olympia during the novel coronavirus COVID-19 pandemic to mitigate the consequences of the illness and public health emergency taking place and to maintain essential public services such as police, fire, public works and public utilities such as water and solid waste collection; and

**WHEREAS**, on March 23, 2020, the Governor issued Proclamation 20-25 ordering citizens of Washington to stay home, non-essential businesses to cease operations, and restricting essential business activities until midnight April 8, 2020, subject to extension by further order of the Governor; and

**WHEREAS**, on April 2, 2020, the Governor issued Proclamation 20-25.1, amending Proclamations 20-05 and 20-25, extending the order to stay-at-home to May 4, 2020; and

**WHEREAS**, on April 22, 2020, the leadership of the Washington State Senate and House of Representatives responded to Governor Inslee's request on April 17, 2020, agreeing to extend the statutory waivers and suspensions in most of the Governor's Proclamations until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first. Subsequently, on April 27, 2020, the Governor issued Proclamation 20-25.2 amending and extending his stay-at-home order to May 4, 2020; and

**WHEREAS**, on April 23, 2020, under the provisions of RCW 43.06.220(4), the statutory waivers and suspensions of Proclamation 20-28 were extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first; and

**WHEREAS**, on April 23, 2020, the Governor issued Proclamation 20-28.1 acknowledging the extension of statutory waivers and suspensions therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first, and similarly extending its prohibitions; and

**WHEREAS**, on May 4, 2020, under the provisions of RCW 43.06.220(4), the statutory waivers and suspensions of Proclamations 20-28 and 20-28.1 were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, with the exception of RCW 42.56.520(1), which the leadership of the Washington State Senate and House of Representatives extended until the termination of the COVID-19 State of Emergency or May 11, 2020, whichever occurs first; and

**WHEREAS**, on May 5, 2020, the Governor issued Proclamation 20-28.2 acknowledging the extension of statutory waivers and suspensions therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, and similarly extending its prohibitions, with the

exception of RCW 42.56.520(1), which the Governor extended to May 11, 2020, as authorized by the leadership of the Washington State Senate and House of Representatives; and

**WHEREAS**, on May 11, 2020, under the provisions of RCW 43.06.220(4), the statutory waiver and suspension of RCW 42.56.520(1) in Proclamation 20-28, 20-28.1, and 20-28.2 were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020; however, the waiver of RCW 42.56.520(1) no longer applied to requests for public records received by an agency electronically; and

**WHEREAS**, on May 12, 2020, the Governor issued Proclamation 20-28.3 acknowledging the extension of the statutory waiver and suspension therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, and similarly extending its prohibitions to May 31, 2020, as authorized by the leadership of the Washington State Senate and House of Representatives; and

**WHEREAS** on May 29, 2020, under the provisions of RCW 43.06.220(4), the statutory waiver and suspensions in Proclamation 20-28, as subsequently amended in 20-28.1, 20-28.2 and 20-28.3 were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or June 17, 2020; and

**WHEREAS**, on May 29, 2020, the Governor issued Proclamation 20-28.4 acknowledging the extension of the statutory waiver and suspension therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or June 17, 2020 at 11:59 p.m., whichever occurs first, and similarly extending its prohibitions to June 17, 2020 at 11:59 p.m., as authorized by the leadership of the Washington State Senate and House of Representatives; and

**WHEREAS**, on May 29, 2020, the Governor also issued Proclamation 20-25.4 declaring that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-06 and all amendments thereto remain in effect as otherwise amended, and that, to help preserve and maintain life, health, property or the public peace pursuant to RCW 43.06.220(1)(h), Proclamations 20-25, 20-25.1, 20-25.2, and 20-25.3 (*Stay Home – Stay Healthy*) were amended to extend all of the prohibitions and each expiration date therein to 11:59 p.m. on July 1, 2020, and were renamed (*Safe Start – Stay Healthy*), and that except as otherwise provided in Proclamation 20-25.4 or the *Safe Start Washington Phased Reopening County-by-County Plan*, all other provisions of Proclamations 20-25, 20-25.1, 20-25.2, and 20-25.3 remain in full force and effect; and

**WHEREAS**, the health professionals and epidemiological modeling experts predict that although we have passed the peak of the first wave of COVID-19 in the State and we have made adequate progress as a state to modify some of the initial community mitigation efforts, the nature of COVID-19 viral transmission, including both asymptomatic and symptomatic spread as

well as the relatively high infectious nature, suggests it is appropriate to slowly re-open Washington State only through a careful, phased, and science-based approach; and

**WHEREAS**, the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

**WHEREAS**, the Washington State Department of Health continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

**WHEREAS**, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people; and

**WHEREAS**, on June 9, 2020, the Washington State Department of Health was reporting 22,484 confirmed cases and 1,118 deaths statewide due to COVID-19; and

**WHEREAS**, as of June 9, 2020, Thurston County had 170 confirmed cases of COVID-19 and three deaths; and

**WHEREAS**, the Olympia City Council finds that the above circumstances and facts continue to present significant public health and safety issues for the City of Olympia and its citizens, residents and businesses and continues to necessitate urgent further actions to mitigate the risks and threat to public health and safety and the City's economy caused by the COVID-19 pandemic; and

**WHEREAS**, the City continues to be confronted with exigent financial circumstances related to this public health emergency to protect its citizens, residents, and businesses, and to protect the community, and must continue to take immediate measures to reduce the public health risk caused by COVID-19; and

**WHEREAS**, the Olympia City Council finds that providing essential public services by continuing operation of the City's business, including but not limited to first responders such as fire and police, water, sewer and solid waste utilities and other essential government services must continue, but not without recognizing the risks associated with the COVID-19 epidemic to its citizens, residents and employees, the declaration of a continuing public health emergency will allow, pursuant to RCW 42.30.070, the need for expedited action by the City's governing body to continue to meet the emergency, which may continue to entail providing for meeting sites other than the regular meeting site and that notice requirements of the Open Public Meetings Act may continue to be suspended during such emergency pursuant to proclamation and order of the Governor, and as provided by law; and

**WHEREAS**, the above public health emergency continues to warrant the exercise of the City’s power to declare a continuing public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW; 35.33.081 RCW; Chapter 38.52 RCW; Chapter 39.04 RCW; WAC 197-11-880; and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, as are reasonable and necessary in light of such of public health emergency to mitigate the conditions giving rise to the public emergency; and

**WHEREAS**, the City Council passed Ordinance #7246 on June 16, 2020, continuing the declaration of public health emergency with a provision to sunset on 11:59 p.m., September 18, 2020; and

**WHEREAS**, the City desires to have certain services performed during the public health emergency, and those services require specialized skills and other supportive capabilities; and

**WHEREAS**, the Agency, Interfaith Works, represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract;

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows:

**1. Services.**

Interfaith Works (“Agency”) shall perform such services and accomplish such tasks, including the furnishing of all personnel, materials and equipment necessary for full performance, as identified and designated as Agency responsibilities as detailed in this Contract.

**2. Agency Reporting Requirements.**

The Agency shall be required to submit a report that outlines the services provided and information or documentation of the impact of the service upon request of the City.

**3. Duration of Contract.**

The Contract term is of the date of the last authorizing signature affixed hereto and shall end no later than December 31, 2020, or the date on which the property located at 2828 Martin Way, Olympia, Washington closes its sale between the City of Olympia and the Low Income Housing Institute, whichever occurs earlier.

**4. Responsibilities of the City.**

Provide use to the Agency of the existing 4,000 square foot building and associated parking lot located at 2828 Martin Way, Olympia, Washington for the Agency to provide emergency shelter services for homeless individuals who are most at risk for contracting COVID-19.

In exchange for the Agency providing Services as outlined in this Contract, the City will pay for expenses associated with the operation and maintenance of the building and parking area. These include but are not limited to the following:

- Utilities
- Exterior maintenance of the building
- Maintenance of major building systems including plumbing, electric and heating and ventilation
- Other costs at the discretion of the City

**5. Responsibilities of the Agency.**

The Agency is responsible for the use of the 4,000 square foot building and associated parking lot located at 2828 Martin Way, Olympia, Washington for the limited purpose of providing emergency shelter services to homeless individuals who are most at risk for contracting COVID-19.

Services to the homeless, at-risk individuals shall include but are not limited to the following:

- Overnight shelter;
- Shelter to vulnerable individuals experiencing homelessness;
- Management of the facility including all personnel, materials and supplies necessary to maintain the facility in a safe and clean manner and to support the needs of the shelter guests

The City will provide use of the building and parking lot in exchange for the Agency providing the above referenced Services to the homeless who are most vulnerable for COVID-19 at the location that is the subject of this Contract.

**6. Establishment and Maintenance of Records.**

- A. The Agency agrees to maintain books, records, and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. The audit requirements found in 2 CFR Part 200, Subpart F are hereby incorporated by reference into this agreement.
- B. The City may require that the Agency conduct an audit of the records relating to this Contract at the Agency's own expense.
- C. The Agency shall retain all books, records, documents, and other data relevant to this Contract for a minimum of three (3) years after its expiration. The Agency agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during this period.

**7. Special Safeguards.**

The Agency, at all times, shall take reasonable measures to anticipate any special problems which might arise in relation to the Agency's activities which involve a degree of risk to any client, including but not limited to **social distancing** and any other requirements prescribed by emergency declarations of local, state, and federal government, and proclamations of the Washington State Governor.

8. **Assignment/Subcontracting.**

- A. The Agency shall not assign any portion of this Contract except with the express written permission of the City. The Agency may subcontract with other entities to carry out the terms of this Contract but shall require every subcontractor to comply with the terms of the CARES Act, which will allow reimbursement of any eligible funds to the City.
- B. The City reserves the right to inspect any subcontract document. Subcontracts must contain the same insurance and indemnification requirements to protect the City from liability.

9. **Future Support.**

The City makes no commitment to future support and assumes no obligations for future support of the activity contracted for herein, except as expressly set forth in this Contract.

10. **Compliance with Laws.**

The Agency, in performance of this Contract, agrees to comply with all applicable federal, state, and local laws and ordinances, including standards for licensing, certification and operation of facilities, program and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of service.

11. **Changes and Modifications.**

Any amendment to this Contract shall be in writing and signed by both parties.

12. **Non-Discrimination in Employment and Services.**

The Agency agrees that it shall not unlawfully discriminate against any employee, applicant, or client service provision based on any legally protected class status including, but not limited to: race, color, creed, religion, national origin, age, sex, marital status, veteran status, gender identity, sexual orientation, or the presence of any disability; provided 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.

13. **Compliance with Nondiscrimination Requirement.**

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

To assist the City of Olympia in determining compliance, the Agency shall complete and return the Statement of Compliance with Non-Discrimination Requirement attached as **Exhibit B**. If the contract cost or value is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - **Exhibit C**.

**14. Relationship of the Parties.**

The parties intend that an independent contractor relationship will be created by this Contract. The City is interested primarily in the results to be achieved; the implementation of services will lie solely with the Agency. No agent, employee, servant, or representative of the Agency shall be deemed to be an employee, agent, servant, or representative of the City for any purpose, and the employees of the Agency are not entitled to any of the benefits the City provides for City employees.

The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, representatives, subcontractors, or otherwise during the performance of this Contract.

**15. Political Activity Prohibited.**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**16. Hold Harmless/Indemnification.**

Agency shall defend, indemnify and hold the City, the State of Washington, the Department of Commerce, and their respective officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Agency in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City, the State, or Department of Commerce.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Agency's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency'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.

**17. Insurance Requirements.**

**A. Insurance Term**

The Agency 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 the Agency, its agents, representatives, or employees.

**B. No Limitation**

The Agency's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Agency to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**C. Minimum Scope of Insurance**

The Agency shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
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, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Agency's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Agency's profession.

**D. Minimum Amounts of Insurance**

The Agency 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, \$3,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provisions

1. Endorsements

The Agency's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Agency's insurance and shall not contribute with it.

2. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

3. Verification of Coverage

The Agency 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 the Agreement before commencement of the work.

4. Notice of Cancellation

The Agency shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

5. Failure to Maintain Insurance

Failure on the part of the Agency to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Agency 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 the Agency from the City.

6. City Full Availability of Agency Limits

If the Agency 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 the Agency, irrespective of whether such limits maintained by the Agency are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Agency.

**18. Failure to Comply with Contract Requirements: Suspension, Termination.**

Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract.

If the Agency fails to comply with the terms and conditions of this Contract, the City may pursue such remedies as are legally available including, but not limited to suspension or termination of this Contract.

- A. Termination for Cause. If the Agency fails to comply with the terms and conditions of this Contract and any of the following conditions exist:
1. The lack of compliance with the provisions of this Contract are of such scope and nature that the City deems continuation of this Contract to be substantially detrimental to the interest of the City;
  2. The Agency has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
  3. The Agency has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract;

then the City may terminate this Contract in whole or in part, and thereupon shall notify the Agency of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the Agency. After the effective date, no charges incurred under any terminated portions are allowable.

- B. Termination for Other Grounds. This Contract may also be terminated in whole or in part:
1. By the mutual agreement of the parties in which case the termination shall be in writing, signed by both parties, and shall included the conditions for termination, the effective date, and in the case of termination in part, that portion of the Contract to be terminated. After the effective date, no charges incurred under any terminated portions are allowable.
  2. Sale of the Property upon which the building and parking area are situated shall result in termination of this Contract.

**19. Jurisdiction.**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

**20. Severability.**

- A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be

construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may 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.

**21. Entire Contract.**

The parties agree that this Contract, and any Exhibits attached hereto, is the complete expression of the terms related to the services to be provided and any oral representations or understandings not incorporated herein are excluded.

**22. Waiver of Contract Terms.**

The parties agree that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

**23. Contract Manager**

Each party to this Contract shall have a contract manager. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For Interfaith Works:

Name Contract Manager: Meg Martin, Executive Director  
Mailing Address: PO Box 1221  
City, State, and Zip Code: Olympia, WA 98507-1221  
Telephone Number: 360-951-6767  
Email Address: [meg@iwshelter.org](mailto:meg@iwshelter.org)

B. For CITY:

Contract Manager: Keith Stahley  
Mailing Address: PO Box 1967  
City, State, and Zip Code: Olympia, Washington 98507-1967  
Telephone Number: 360-753-8227  
Email Address: [kstahley@ci.olympia.wa.us](mailto:kstahley@ci.olympia.wa.us)

**24. Ratification.**

Any Services performed by Interfaith Works at 2828 Martin Way, Olympia, Washington prior to the effective date that fall within the scope of this Contract and are consistent with its terms is hereby ratified and confirmed.

25. **Debarment.** The agency certifies, by signing this 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. Where a lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Agreement.
26. **Incorporation by Reference.** In order to seek reimbursement for certain COVID-19 related activities, the recipient of funds through this Agreement must follow all applicable requirements of the Grant awarded to the City of Olympia through the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce. The terms of the Interagency Agreement between the City of Olympia and the Department of Commerce, Contract # 20-6541C-276 are hereby incorporated by reference as if fully set forth herein.

I hereby certify that I am authorized to bind the entity for which I am signing below.

**INTERFAITH WORKS:**

  
\_\_\_\_\_  
Meg Martin, Executive Director

07/14/2020  
\_\_\_\_\_  
Date signed

**CITY OF OLYMPIA**

\_\_\_\_\_  
Steven J. Burney, City Manager

\_\_\_\_\_  
Date signed

**Approved as to Form:**

  
\_\_\_\_\_  
Deputy City Attorney

**EXHIBIT "A"**



# EXHIBIT “B”

## 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 at least two of 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 by the use of at least two of the measures specified above.

Meg Martin  
Meg Martin, Interfaith Works Executive Director

07/14/2020  
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 “C”  
EQUAL BENEFITS COMPLIANCE DECLARATION**

**Contractors or consultants on City agreements or contracts estimated to cost or valued at \$50,000 or more** shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

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I declare that the Agency 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 the Agency.

**INTERFAITH WORKS:**

Meg Martin  
Meg Martin, Executive Director

07/14/2020  
Date