PROFESSIONAL SERVICES AGREEMENT FOR THURSTON COUNTY CHAMBER OF COMMERCE SERVICES FOR AN OLYMPIA TRAINING CENTER/CONSTRUCTION CORPS TRAINING PROGRAM

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature below ("effective date"). The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Thurston County Chamber of Commerce, a Washington nonprofit corporation ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of providing services for an Olympia Training Center/Construction Corps training program; and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. <u>Services</u>.

Consultant shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. <u>Term</u>.

The term of this Agreement commences on the effective date and continues until the completion of the Services, but in any event no later than December 31, 2023 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. <u>Termination</u>.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. <u>Compensation</u>.

A. <u>Total Compensation</u>. In consideration of the Consultant performing the Services, the City shall pay the Consultant an amount not to exceed **Five Hundred Thousand Seventy-Five Dollars and No/100 Dollars (\$575,000.00)**.

B. <u>Method of Payment</u>. Payment by the City for the Services will only be made after the Services have been performed, an invoice is submitted in the form specified by the City, *which invoice shall specifically describe the Services performed, the name of Consultant's personnel performing such Services, the hourly labor charge rate for such personnel and description of work performed,)* and the

PROFESSIONAL SERVICES AGREEMENT/*Thurston County Chamber of Commerce – Olympia Training Center/Construction Corps–* Page 1 Revised 3.2.21 same is approved by the appropriate City representative. The City shall make payment monthly, within thirty (30) days after receipt of an invoice.

C. <u>Consultant Responsible for Taxes</u>. The Consultant is solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. <u>Contract Managers</u>.

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing, and requests for amendment must be coordinated directly between the Consultant and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

Thurston County Chamber of Commerce
David Schaffert, President/Chief Executive Officer
809 Legion Way SE
Olympia WA 98501
dschaffert@thurstonchamber.com
360.357.3362

City of Olympia

Amy Buckler, Program and Planning Supervisor PO Box 1967 Olympia WA 98507-1967 <u>abuckler@ci.olympia.wa.us</u> 360.570.587

6. <u>Compliance with Laws</u>.

Consultant shall comply with and perform the Services in accordance with 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. <u>Assurances</u>.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. <u>Independent Contractor/Conflict of Interest</u>.

It is the intention and understanding of the Parties that the Consultant is an independent contractor and that the City is neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. 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 the Consultant, may not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services may not conflict with or interfere with Consultant's ability to perform the Services. Consultant shall resolve any such

PROFESSIONAL SERVICES AGREEMENT/*Thurston County Chamber of Commerce – Olympia Training Center/Construction Corps*– Page 2 Revised 3.2.21 conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs and activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, Consultant, and Consultant's employees, agents, subcontractors, and representatives shall not unlawfully discriminate 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 disabilities; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies, but is not limited, to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant 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 is grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

B. In the event of Consultant'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 the Consultant may be declared ineligible for further agreements or contracts with the City. The City shall, however, give Consultant a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant shall complete and return the Statement of Compliance with Nondiscrimination attached as Exhibit B. If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration - Exhibit C.

10. <u>Confidentiality</u>.

Consultant agrees not to disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant will be grounds for immediate termination.

11. <u>Indemnification/Insurance</u>.

A. <u>Indemnification / Hold Harmless</u>. Consultant 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 fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

PROFESSIONAL SERVICES AGREEMENT/*Thurston County Chamber of Commerce – Olympia Training Center/Construction Corps–* Page 3 Revised 3.2.21 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder is only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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 survive the expiration or termination of this Agreement.

B. <u>Insurance Term</u>. The Consultant 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 Consultant, its agents, representatives, or employees.

C. <u>No Limitation</u>. Consultant's maintenance of insurance as required by the Agreement may not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. <u>Minimum Scope of Insurance</u>. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage must 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 must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City must be named as an additional insured under the Consultant'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 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 Consultant's profession.

E. <u>Minimum Amounts of Insurance</u>. Consultant 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 must be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.

3. Professional Liability insurance must be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. <u>Other Insurance Provisions</u>. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they are primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City must be excess of the Consultant's insurance and shall not contribute with it.

G. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. <u>Verification of Coverage</u>. Consultant 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 Consultant before commencement of the work.

I. <u>Notice of Cancellation</u>. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. <u>Failure to Maintain Insurance</u>. Failure on the part of the Consultant to maintain the insurance as required constitutes a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant 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 Consultant from the City.

K. <u>City's Full Access to Consultant Limits</u>. If the Consultant maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant 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 the Consultant.

12. <u>Work Product</u>.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City belong to the City. Consultant shall deliver any such work product to the City at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

13. <u>Books and Records</u>.

The Consultant shall maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper

PROFESSIONAL SERVICES AGREEMENT/*Thurston County Chamber of Commerce – Olympia Training Center/Construction Corps–* Page 5 Revised 3.2.21 accounting of all funds paid pursuant to this Agreement. These records are subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

A record owned, used, or retained by the City is a "public record" pursuant to RCW 42.56.010 and is subject to disclosure upon request under Washington's Public Records Act, even if such record is in Consultant's sole possession. Should the City request that Consultant provide the City with a record that the City, in its sole discretion, deems to be a public record, so that it may be produced in response to a public records request, and should Consultant fail to provide such record to the City within ten (10) days of the City's request for such record, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney's fees, against the City involving such withheld record.

14. <u>Non-Appropriation of Funds</u>.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City is not obligated to continue the Agreement after the end of the current fiscal period, and this Agreement automatically terminates upon the completion of all remaining Services for which funds are allocated. No penalty or expense accrues to the City in the event this provision applies.

15. <u>General Provisions</u>.

A. <u>Entire Agreement</u>. 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 are effective for any purpose.

B. <u>Modification</u>. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. <u>Full Force and Effect; Severability</u>. Any provision of this Agreement that is declared invalid or illegal in no way affects or invalidates any other provision hereof and such other provisions 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 must be deemed inoperative and null and void insofar as it may be in conflict therewith, and must be deemed modified to conform to such statutory provision.

D. <u>Assignment</u>. Neither the Consultant nor the City has 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 the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder is subject to each provision of this Agreement.

PROFESSIONAL SERVICES AGREEMENT/*Thurston County Chamber of Commerce – Olympia Training Center/Construction Corps–* Page 6 Revised 3.2.21 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.

4. The City reserves the right to inspect any assignment or subcontract document.

E. <u>Successors in Interest</u>. Subject to the foregoing Subsection, the rights and obligations of the Parties inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

F. <u>Attorney Fees</u>. In the event either of the Parties defaults on 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 is entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. <u>No Waiver</u>. Failure or delay of the City to declare any breach or default immediately upon occurrence does 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. <u>Governing Law</u>. This Agreement is governed by and must be interpreted in accordance with the laws of the State of Washington.

I. <u>Authority</u>. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. <u>Notices</u>. Each party shall deliver any notice required to be given at the addresses set forth below. 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 below. Any notice so posted in the United States mail must be deemed received three (3) days after the date of mailing.

K. <u>Captions</u>. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and may not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. <u>Performance</u>. 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 Services is essential to the Consultant's performance of this Agreement.

M. <u>Remedies Cumulative</u>. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but are cumulative with all other remedies available to the City at law, in equity or by statute.

N. <u>Counterparts</u>. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be

PROFESSIONAL SERVICES AGREEMENT/*Thurston County Chamber of Commerce – Olympia Training Center/Construction Corps–* Page 7 Revised 3.2.21 combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

O. <u>Equal Opportunity to Draft</u>. 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 may be construed against any party upon a claim that that party drafted the ambiguous language.

P. <u>Venue</u>. All lawsuits or other legal actions whatsoever with regard to this agreement must be brought in Thurston County, Washington, Superior Court.

Q. <u>Ratification</u>. 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. <u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters</u>.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

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 the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

S. <u>Early Retirement from the State of Washington- Certification</u>. By signing this form, you certify 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.

CITY OF OLYMPIA

Steven J. Burney, City Manager jburney@ci.olympia.wa.us

Date of Signature: _____

I certify that I am authorized to execute this Agreement on behalf of the Consultant.

THURSTON COUNTY CHAMBER OF COMMERCE

David Schaffert David Schaffert, President/Chief Executive Officer dschaffert@thurstionchamber.com

Date of Signature: 04/20/2022

APPROVED AS TO FORM:

Deputy City Attorney

Exhibit <u>"A</u> SCOPE OF WORK

The Olympia Training Center is a project with the City of Olympia to provide quality skill-up training for workers displaced by COVID-related impacts who desire to learn skills that local industry requires of their workforce. Individuals will have an opportunity for paid work-based learning, future employees are adequately trained, and Olympia businesses have the workforce pipeline to hire from. The Training Center will also host and/or facilitate training specific to the needs of area businesses and workers (also referred to as Incumbent Worker Training), one example being De-Escalation or Customer Service training for local businesses and their existing staff.

The Chamber and select partners and/or subcontractors (such as ANEW-Laborer's Pre-Apprenticeship program, Washington Hospitality Association, Dispute Resolution Center,) will work with businesses to outreach and recruit participants, reduce barriers to training completion, support the participant through training, and for those unemployed individuals place them into employment at \$18.00 hour or more.

One area of significant identified need is in the development of the workforce for the construction trades. The greater Olympia region is experiencing a housing crisis due to multiple causes. But one identified barrier is a lack of skilled laborers in the construction trades. The Construction Corps model provides a 4-week industry-recognized short-term training with stackable certifications that are designed to provide a pathway and agency for individuals to embark on their path to employment in the construction industry.

Project	Olympia Training Center/Construction Corps	
Project Period	April 2022-September 2023 (Contract	
	termination date 12/31/23)	
Funding Available	City of Olympia, \$575,000	

Planning and implementation of the short-term cohort-based training include these considerations:

- Creating training opportunities in the City of Olympia that connect people to employers and assist businesses in their growth and expansion.
- Businesses have access to people who are ready to work, and people have access to training that helps them find their career pathway.
- Coach and navigate 1,000 people over 18 months to employment and 80 of those people receive training that results in the attainment of industry-recognized credentials.
- Businesses and people (with identified emphasis on people of color) access the training center and utilize its services to enhance the champion network that will help sustain and revitalize the City of Olympia.
- Funding amount awarded (\$575,000) with pass-through of funding to subcontractors for training services.

PROFESSIONAL SERVICES AGREEMENT/*Thurston Chamber Training Center – Olympia Training Center/Construction Corps* – Page 10 Revised 3.2.21 Roles:

- Chamber: fiscal agent, program oversight and management, service delivery for outreach, support services, and employment placement.
- Contractors provide industry-recognized training.
- City of Olympia: provide funding and evaluation of performance.
- Pacific Mountain Workforce Development: coordination with Journey2Jobs program, services, leverage funds and reduce duplication.

City of Olympia resident and business condition: Executed work associated with this contract will occur within the City limits of Olympia. Either or both the business utilizing the services of the training center or the individuals participating in the training programs must reside in the city limits of Olympia.

Facility expenses: The Chamber will prioritize leveraging this contract and work to identify a facility and location that has no or low operating costs. Up to 10% of the total contract amount can be utilized for facility operational expenses such as lease expenses and utilities.

Reporting: Monthly reporting will include items like:

- Outreach efforts such as events, contacts, marketing
- Tracking participants outcomes (training enrollment, training completion, and employment placement)
- Tracking business engagement
- Tracking on training offered
- Demographic data on participation and businesses status

Program completion analysis:

- Final analysis of program performance to be complete in the final quarter of the program.
- Report to include:
 - Total activity: # of training, # of participants, # for employment retention and placements
 - Total dollars leveraged through Training Center and related programs

Project Design

The Chamber will hire a program coordinator to oversee the following workplan.

Program Area		Outcomes	ee the following workplan. Activities Cost
Center Development, Implementation & Management	centralized training center in the City of Olympia that	Coach and navigate 1,000 City of Olympia job seekers and career builders, for over 18 months, through the City of Olympia training center	 Administer contract, project reporting, and project outcomes Administer training contracts and develop partnerships for additional in-kind or leveraged training, including the training space Convene and lead partners and stakeholders to develop and deliver a robust training program that operates a regular M-F schedule Help transition certificate completers to on-the-job or other employment Manage day to day operations at leased facility
Training Coordination & Delivery	demand, short-term trainings that provide an entry into a	 Businesses have access to people who are ready to work, and people have access to trainings that help them find their career pathway. 1000 City of Olympia residents are outreached and oriented to the training center 	 Deliver workforce \$261,000 related trainings such as: Career Exploration-Local In-Demand Industries and Occupations How to Build Your Champion Network Financial Literacy Strengths Finder and Telling Your

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Program AreaObjectivesOutcomesActivitiesCost•520 City of Olympia residents attend weekly Career Map Meetups where they will receive peer and Champion Network support for career navigationStory-Resume and Interviewing oInterviewing Customer service training o•520 City of Olympia residents attend where they will receive peer and Champion Network career navigation•Story-Resume and Interviewing o•0Customer service training o•Customer service training o•Map Meetups where they will receive peer and Champion Network support for career navigation•De-escalation training o•240 City of Olympia residents attend•Transitioning Workforce from Criminal Justice
OlympiaInterviewingresidents attendOlympiaresidents attendCustomer serviceweekly CareertrainingMap MeetupsDe-escalationwhere they willtrainingreceive peerEquity, Diversity,and Championand InclusionNetworktrainingsupport forUnlocking thecareerHidden TalentnavigationPipeline:240 City ofTransitioningOlympiaWorkforce from
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residents attend Criminal Justice
monthly Involvement Green
Champion industry and
Networking energy efficiency
events where work
they will be • Host weekly career-
connected to map-meet ups
Olympia • Emphasis on career
businesses for training that can
employment transition into On-the-
and/or work job (OJT) supported experience jobs with employer
experience jobs with employer 110 City of partners
Olympia • Host a monthly
residents networking and hiring
receive job events
readiness
training,
including
resume
development
and interview
skills
15 City of
Olympia
business
employees

PROFESSIONAL SERVICES AGREEMENT/*Thurston Chamber Training Center – Olympia Training Center/Construction Corps* – Page 13 Revised 3.2.21

Program Area	Objectives	Outcomes	Activities	Cost
		receive customer service and/or de-escalation training		
Task 3: Construction Corps: Training Emphasis on Construction Trades	Deliver certified cohort trainings for unemployed individuals seeking careers in the construction industry.	Businesses have access to people who are ready to work, and people have access to trainings that help them find their career pathway. 65 City of Olympia residents receive construction related industry recognized credentials and employment and/or work experience placement 	 Coordinate short- term, in-demand industry recognized certified trainings such as: Construction Pre- Apprenticeship, 160-hour trade certified training 	
Task 4: Outreach & Bundled Services	Create awareness, desire and knowledge about the training center and its services to people in the City of Olympia and surrounding areas	Businesses and people—specifically BIPOC people—access the training center and utilize its services to create a champion network that will help sustain and revitalize the City of Olympia and surrounding areas	 Leverage partnerships to host a workshop space for businesses to connect with students and people Host space where partners can provide additional resources and services to enhance career pathway opportunities Develop and implement an outreach and marketing campaign to 	

PROFESSIONAL SERVICES AGREEMENT/*Thurston Chamber Training Center – Olympia Training Center/Construction Corps –* Page 14 Revised 3.2.21

Program Area	Objectives	Outcomes	Activities	Cost
Task 5: Leveraged Services	Provide and coordinate a space where community- based	Workforce services are leveraged with existing resource to provide non-duplicated services and a more robust wrap-around and bundled support system to participants and businesses	 Business and people Coordinate with partners to leverage work-based learning opportunities such as paid internships and on-the-job training Chamber Workforce Solutions (\$750,000) Chamber Foundation 	(\$800,000)
	leverage services			

Proposed Staffing Complement—18 Month program

Position	Percentage of FTE 18 mos	Estimated Hours on Project 18 mos	Estimated Salary Cost 18 mos	Hourly Rate [*]
Senior Project	25%	783	\$27,679	\$35.35
Manager				
Project	100%	3132	\$101,477	\$32.40
Coordinator				
Workforce	100%	3132	\$86,631	\$27.66
Navigator				
		Total	\$215,787	

*Hourly rate includes wages and benefits

Position	Role and Responsibility	
Senior Project Manager	 Administer contract, project reporting, and project outcomes 	
Wandger	Administer training contracts and develop partnerships for	
	additional in-kind or leveraged training, including the training space Convene and lead partners and stakeholders	

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to develop and deliver a robust training program that
operates a regular M-F schedule
 Manage day to day operations at the training center
Supervise training center staff
 Coordinate contracted short-term training, including the
corresponding graduation and hiring events upon training completions
-
Deliver weekly orientations and in-house training: Career
Exploration-Local In-Demand Industries and Occupations,
How to Build Your Champion Network, Financial Literacy,
Strengths Finder and Telling Your Story-Resume and
Interviewing, Unlocking the Hidden Talent Pipeline Business
Training: Transitioning Workforce from Criminal Justice
Involvement to Green Industries and energy efficiency work
 Host weekly Career Map Meetups
 Host monthly networking/hiring events
 Provide follow-up services for job seekers and business
Coordinate and deliver targeted outreach to job seekers and
businesses
 Register participants and navigate them to training
• Coordinate wrap around/bundled support services, such as:
transportation, childcare, and housing
Cultivate employment and work-based learning placements
for job seekers
Provide follow-up services for job seekers and business

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 a 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 website. •
- 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.

David Schaffert

(Signature)

David Schaffert Print Name of Person Signing

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)

04/20/2022

(Date)

PROFESSIONAL SERVICES AGREEMENT/Thurston Chamber Training Center - Olympia Training *Center/Construction Corps* – Page 17 Revised 3.2.21

Exhibit <u>"C"</u> EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or consultants on City agreements or contracts estimated to cost \$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.

I declare that the Consultant 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 Consultant.

<u>Thurston County Chamber of Commerce</u> Consultant Name

David Schaffert

Signature

<u>David Schaffert,</u> Name (please print)

04/20/2022

Date

<u>President/Chief Executive Officer</u> Title