

PROFESSIONAL SERVICES AGREEMENT FOR HOPE VILLAGE SITE MANAGEMENT SERVICES

This Professional Services 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 Catholic Community Services of Western Washington, a Washington non-profit public benefit corporation ("Service Provider").

A. The City seeks the temporary professional services of a skilled independent Service Provider capable of working without direct supervision, in the capacity of case and site management services for Hope Village, a tiny house village hosted by Westminster Presbyterian Church; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Service Provider 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. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than May 1, 2023 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Service Provider.

3. Termination.

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

4. Compensation.

A. Total Compensation. In consideration of the Service Provider performing the Services, the City agrees to pay the Service Provider an amount not to exceed Eighty-One Thousand and Ninety Dollars and No Cents (\$81,090.00) as described in **Exhibit "B"** attached hereto and incorporated herein.

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, which invoice shall specifically describe the Services performed, the name of Service Provider's personnel performing such Services, the hourly labor charge rate for such personnel and the same is approved by the appropriate City representative.

Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. Service Provider Responsible for Taxes. The Service Provider shall be 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. Service Provider Managers.

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 Service Provider and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

Catholic Community Services

Mike Curry
CCS Southwest Region Director
1323 Yakima Avenue
Tacoma WA 98504-4457
MikeC@ccsww.org

City of Olympia

Darian Lightfoot
Housing Programs Manager
PO Box 1967
Olympia WA 98507-1967
dlightfo@ci.olympia.wa.us

6. Compliance with Laws.

Service Provider 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. Assurances.

The Service Provider 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 license registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Service Provider is an independent contractor, and that the City shall be neither liable nor obligated to pay Service Provider 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 Service Provider 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 Service Provider, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Service Provider may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Services. Service Provider agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Service Provider services, programs or activities, and all Service Provider hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Service Provider or by Service Provider'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. 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 shall be grounds for termination of this Agreement by the City and, in the case of the Service Provider's breach, may result in ineligibility for further City agreements.

B. In the event of Service Provider'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 Service Provider may be declared ineligible for further agreements or contracts with the City. The Service Provider, 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, Service Provider must complete and return the *Statement of Compliance with Nondiscrimination* attached as **Exhibit "C"**. If the contract amount is \$50,000 or more, the Service Provider shall execute the attached Equal Benefits Declaration - **Exhibit "D"**.

10. Confidentiality.

Service Provider agrees not to disclose any information and/or documentation obtained by

Service Provider in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Service Provider will be grounds for immediate termination.

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Service Provider 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 Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City shall defend, indemnify, and hold CCS, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorneys' fees, arising out of resulting from the acts, errors, or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of CCS.

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 Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider 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. The Service Provider 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 Service Provider, its agents, representatives, or employees.

C. No Limitation. Service Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Service Provider 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 Service Provider'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 Service Provider's profession.

E. **Minimum Amounts of Insurance.** Service Provider 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 and \$2,000,000 general aggregate.

3. 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.** The Service Provider'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 insurance pool coverage maintained by the City shall be excess of the Service Provider 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.** Service Provider 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 Service Provider before commencement of the work.

I. **Notice of Cancellation.** The Service Provider 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 the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Service Provider 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 Service Provider from the City.

K. City's Full Access to Service Provider Limits. If the Service Provider 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 Service Provider, irrespective of whether such limits maintained by the Service Provider 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 Service Provider.

12. Work Product.

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

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Service Provider, the cost of which the Service Provider is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Service Provider. If the Service Provider elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Service Provider. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Service Provider under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed 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.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Service Provider 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.

E. The Service Provider 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 the Service Provider, or which results from the failure on the part of the Service Provider 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.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Service Provider shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Service Provider 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.

14. Books and Records.

The Service Provider agrees to 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 accounting of all funds paid pursuant to this Agreement. These records shall be 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.

Records that meet the definition of a “public record” pursuant to RCW 42.56.010 are subject to disclosure and release under Washington’s Public Records Act. A “public record” includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency, regardless of physical form or characteristics. RCW 42.56.030 requires that the Public Records Act be liberally construed, and its exemptions narrowly construed to promote public policy and to assure that the public interest will be fully protected. For that reason, the City will make the sole determination as to whether or not records possessed by the Service Provider meet the definition of a “public record” as well as whether, and to what extent, any exemption applies.

If the Service Provider disagrees with the City's determination or believes the records are subject to an exemption, the City agrees to notify the Service Provider via written notice to the Service Provider and to provide the Service Provider with ten (10) business days to obtain and serve on the City a court order specifically preventing release of such records. The City agrees not to release any records until the Service Provider is provided such notice and the ten (10) business days to serve an injunction on the City to prohibit such disclosure has elapsed.

Should the Service Provider fail to provide records possessed by Service Provider in its work for the City within ten (10) business days of the City’s request for such records, Service Provider 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 records.

15. 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 Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

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 that 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 the Service Provider 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 the Service Provider desires to assign this Agreement or subcontract any of its work hereunder, the Service Provider 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 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.

4. 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. **Attorneys' Fees.** 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 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 shall be 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 Service Provider represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Service Provider or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered 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 shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the 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 Services is essential to the Service Provider'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 at law, in equity or by statute.

N. Counterparts. 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 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. 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 that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in the Superior Court of Thurston County, 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, the Service Provider certifies to the best of its knowledge and belief, that it and its principals:

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 (3) 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 Service Provider is unable to certify to any of the statements in this certification, such Service Provider shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington - Certification. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF OLYMPIA

By: _____

Steven J. Burney, City Manager

PO Box 1967

Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:

Mark Barber _____

City Attorney

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

CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON

By: Mike Curry _____

Mike Curry

CCS Southwest Region Director

1323 Yakima Avenue Tacoma WA 98504-4457

Date of Signature: 04/19/2022 _____

EXHIBIT "A" SCOPE OF WORK HOPE VILLAGE

Catholic Community Services of Western Washington (CCS) shall provide onsite oversight and case management as a service provider at Hope Village, located at Westminster Presbyterian Church, 1925 Boulevard Rd SE, Olympia, WA. The City of Olympia (City) and Westminster Presbyterian Church (Westminster) will also have responsibilities detailed in this Scope of Work.

Westminster Presbyterian Church (Westminster) hosts 8 tiny homes on its property, provides a community kitchen and gathering space, access to showers in main church building, and funds a parttime Hope Village Coordinator (Coordinator) to support program operations. The City will provide contract management and communication support to both Westminster and CCS. CCS has experience managing tiny house villages for people experiencing homelessness and providing case management services to connect residents to essential services in order to support a successful transition to permanent housing.

Key Terms of Contract

The City agrees to retain CCS for a not-to-exceed budget of \$81,090. The term of the contract is May 1, 2022 to May 1, 2023. The contract can be extended upon mutual approval by both parties.

CCS Responsibilities:

Administrative and Site Management:

1. Attend monthly meetings with Westminster and City.
2. Attend Hope Village Community meetings. Communicate guest needs, transitions into and out of the village, and any major compliance issues or police responses onsite.
3. Participate in regular planning meetings with Hope Village Coordinator.
4. Hire, onboard, and support staff to provide part-time case management (20 hours/week) and part-time site management (10 hours/week).
5. Have knowledge of community information and referral resources for individuals experiencing homelessness.
6. Provide outreach information to guests; including individual and group meetings, distribution of flyers, letters, brochures, and handwritten materials.
7. Engage in direct resident support as needed.
8. Coordinate with referring agencies through Thurston County Coordinated Entry when there is an available unit onsite.
9. Networking with outreach workers and other community organizations to develop and maintain effective working relationships.
10. Oversee and coordinate assessment and interview process for potential new Hope Village guests, using Westminster criteria.
11. Conducts intake paperwork for new potential guests.
12. Perform criminal history background check inclusive of crimes committed outside Washington State to screen guests for compliance with Hope Village Guest Criteria.
13. Contribute to the development of a community that values cultural diversity.
14. Oversee adherence with guest Code of Conduct, including documentation of noncompliance, termination and exit of guests, when needed.
15. Support Westminster in trespassing guests or visitors when needed.
16. Assists with tiny house inspections on a quarterly basis.

17. Provide feedback on any proposed updates by Westminster to Guest Criteria.
18. Monitor and comply with Thurston County Health guidelines related to COVID-19 and other health and safety protocol and practices.

Case Management:

1. Attend weekly Hope Village Community meetings. Communicate guest needs, transitions into and out of the village, and any major compliance issues or police responses onsite.
2. Meet with each guest at Hope Village at a minimum of once every two weeks to make progress on the employment and housing goals set during the interview process.
3. Keep regular, posted office hours that are communicated with guests.
4. Formally and informally assess guests' current level of functioning and social service needs.
5. Provide information and referrals to guests, including through distribution of written material.
6. Maintain updated information tools for guest use in accessing community resources.
7. Make referrals or initiate services to address mental health, substance abuse, and disability issues wherever possible.
8. Provide guidance to guests as needed, provide information and referral assistance to guests.
9. Coordinate with local agencies to provide services that meet the needs of guests.
10. Work collaboratively with Westminster and CCS staff to increase stability and retention of guests at Hope Village.
11. Initiate and encourage guest involvement in community-building activities, such as community meetings, meals, and support groups.
12. Attend training to support competency in de-escalation, harm reduction (like Narcan administration), CPR/First Aid, and other related topics.
13. Provide feedback on any proposed updates by Westminster to Guest Criteria.
14. Ensure coordination with Thurston County Coordinated Entry System.
15. Maintain records of activities and contacts with guests/agencies and case management records.
16. Ensure clients are entered into the HMIS system. Track intakes, exits, and progress with HMIS reporting procedures provided by Thurston County. Maintain records of individuals served, service provided, outreach activities conducted, surveys completed and other reporting as requested by City of Olympia and submit reports monthly with invoices to the City of Olympia.
17. Complete other records and reports appropriate to the position as required by CCS.

Westminster Responsibilities:

1. Attend monthly meetings with City and CCS.
2. Fund part-time Coordinator position.
3. Provide access to showers in church building by fixed schedule and coded access cards.
4. Connect guests with activities and facilitates support from Westminster, CCS, and partner churches.
5. Recruit volunteers, engage partner churches, provide tours of the facility to interested parties, accept donations, and work with Westminster leadership to support operations of the site.
6. Attend weekly Hope Village community meetings and additional meetings as scheduled.
7. Attend Hope Village Committee meetings (once every two weeks). Coordinate with CCS staff on guest needs, compliance issues, guest transitions into and from the village.
8. Prep and clean houses at move-in/move-out.
9. Consult with CCS staff when proposing updates to Guest Criteria.
10. Provide Guest Criteria to City, and provide written notice if the criteria changes.
11. Conduct maintenance visits and perform required maintenance tasks as needed.

12. Monitor and comply with Thurston County Health guidelines related to COVID-19 and other health and safety protocol and practices.

City Responsibilities:

1. Attend monthly meetings with Westminster and CCS.
2. Ensure case management contract at Hope Village is satisfactory to CCS and Westminster.
3. Payment for operational costs: portable toilet servicing, graywater removal, waste removal.

EXHIBIT “B” BUDGET

Staffing for the site will include 10 hours/week site management and 20 hours/week case management, plus additional support from CCS’ Program Director.

Operational costs will include office supplies, furniture and equipment, phone and internet, postage, printing, and mileage (reimbursable trips include purchasing supplies, taking clients to appointments, attending training, or other staff trips specifically for Hope Village business). A client assistance fund shall be used for transitions to long-term housing, employment, or other opportunities (first/last month rent to move into housing, moving costs, clothing, shoes or supplies for starting employment, books for school, etc).

Payroll, Human Resources and other Administrative costs are reimbursable.

Cost	Annual Limit
Staffing Expenses	\$53,672
Operating Expenses	\$16,025
Administrative Fee	\$11,393
TOTAL	\$81,090

Invoicing

Invoices must be emailed to Christa Lenssen at clenssen@ci.olympia.wa.us.

The invoice must be signed by an authorized employee who is certifying that all amounts are a true accounting of expenses that have been incurred and paid by CCS and are eligible expenses as outlined in this Agreement.

Attach Supporting Documentation to Invoice

Staffing Documentation must include the staff person name, title, number of hours worked under the Agreement and amount paid for the billing period (amount paid includes salary, benefits, and employee taxes). 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.

Operating expenses documentation must include copies of invoices paid or receipts of items purchased. Receipts need to show date of purchase and items purchased.

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

Exhibit "C"
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.

Mike Curry
(Signature)

04/19/2022
(Date)

Mike Curry
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)

Exhibit "D"
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or Service Provider 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 Service Provider 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 Service Provider must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Service Provider 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 Service Provider.

CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON
Service Provider Name

Mike Curry
Signature

Mike Curry
Name

04/19/2022
Date

CCS Southwest Region Director
Title