

**PROFESSIONAL SERVICES AGREEMENT
FOR
GRANT MANAGEMENT AND BROWNFIELD CONSULTING SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature below (which is the "effective date"). The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Pioneer Technologies Corporation, a Washington 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 grant management and brownfield consulting services; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit "A," attached to and incorporated into this Agreement ("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 commences on the effective date and continues until the completion of the Services, but in any event no later than October 15, 2026 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

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 Consultant performing the Services, the City shall pay the Consultant an amount not to exceed Five Hundred Thousand, and No/100 Dollars (\$500,000) calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel as shown on Exhibit "B," attached to and incorporated into this Agreement.

B. Method of Payment. The City will make payment for the Services only after the Services have been performed, an invoice is submitted in the form specified by the City, which invoice must specifically describe the Services performed, the name of Consultant's personnel performing such Services, and the hourly labor charge rate for such personnel, and the invoice is approved by the

designated City representative. The City shall make payment on a monthly basis, within thirty (30) days after receipt of an approvable invoice.

C. Consultant Responsible for Taxes. The Consultant is solely responsible for the payment of, and shall pay, any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Contract Managers.

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:

Pioneer Technologies Corporation

Joel Hecker
Senior Scientist/Geologist
5205 Corporate Ctr SE Ste A, Olympia 98503
HeckerJ@uspioneer.com
360.570.1700 ext 109

City of Olympia

Mike Reid
Economic Development Director
601 4th Ave E, Olympia 98501
mreid@ci.olympia.wa.us
360.753.8591

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including all City codes, ordinances, resolutions, standards, and policies, as existing on the effective date or thereafter adopted or amended.

7. Assurances.

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 being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that 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. 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 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 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 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 requirement, this Agreement may be rescinded, canceled, or terminated in whole or in part, and 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 must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit C. In addition, Consultant shall execute and is bound by the attached Equal Benefits Declaration attached as Exhibit D.

10. Confidentiality.

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

11. Indemnification/Insurance.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consultant and the City, its officers, officials, employees, and volunteers, Consultant's liability hereunder is only to the extent of 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. Insurance Term. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by this Agreement may not be construed to limit the liability of 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. Minimum Scope of Insurance. 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 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 Consultant's profession.

E. Minimum Amounts of Insurance. 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. Other Insurance Provisions. 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 Consultant's insurance and do 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. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.

I. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation, within two business days of its receipt of such notice.

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

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

12. Work Product.

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 Consultant.

13. Books and Records.

Consultant shall maintain books, records, and documents that 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 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 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. Non-Appropriation of Funds.

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. 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 are 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 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 that 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. Assignment. Neither Consultant nor the City may transfer or assign, in whole or in part, any or all of its obligations and rights under this Agreement without the prior written consent of the other Party.

1. If Consultant desires to assign this Agreement or subcontract any of its work hereunder, Consultant shall submit a written request to the City for approval not less than 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.

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 inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

F. Attorney Fees. In the event either of the Parties defaults 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. No Waiver. 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. Governing Law. This Agreement is governed by and must be interpreted in accordance with the laws of the State of Washington.

I. Authority. 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 Consultant or the City.

J. Notices. Each party shall deliver any notice required to be given at the addresses set forth above. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail must be deemed received three 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 may 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 Consultant'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 are 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 may 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 must be brought and maintained only in Thurston County, Washington, state Superior Court.

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, 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-year period preceding signing this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

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

S. Early Retirement from the State of Washington- Certification. By signing this form, Consultant certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:

Michael M. Young
Deputy City Attorney

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

PIONEER TECHNOLOGIES:

By: Chris Waldron
Chris Waldron, Principal
5205 Corporate Ctr SE Ste A
Olympia WA 98503
Date of Signature: 03/10/2023

Memo



5205 Corporate Ctr. Ct. SE, Ste. A
 Olympia, WA 98503-5901
 Phone: 360.570.1700
 Fax: 360.570.1777
 www.uspioneer.com

To: Mike Reid

From: Joel Hecker and Chris Waldron

Cc: Mark Rains

Date: January 9, 2023

Subject: PIONEER Technologies Corporation Statement of Work for City of Olympia's FY2022 USEPA Brownfield Assessment Grant Project

PIONEER Technologies Corporation (PIONEER) is excited to partner with the City of Olympia (City) on their United States Environmental Protection Agency (USEPA) Brownfield Assessment Grant Project. The specific scope of work is not fully defined as it depends on yet to be determined individual projects; however, the framework of the scope of work will include those items listed in the USEPA-Approved Work Plan. PIONEER will work with the City to complete programmatic activities, community involvement and site inventory, site assessments, and cleanup and reuse planning. Estimates of PIONEER's costs are included in the following subsections, separated by Work Plan tasks. These estimates are based on the cost guidelines provided in the USEPA-approved Work Plan and are summarized in Table 1.

Table 1 – Budget Table(s) from Section 4.1 of the Work Plan

Budget Categories	<u>Hazardous Substances Assessment Grant Project Tasks</u>				
	Task 1 Programmatic	Task 2 Community Outreach and Site Inventory	Task 3 Site Assess. (PHI & PHII ESAs)	Task 4 Cleanup and Reuse Planning	Total Budget
Personnel	\$6,000	\$5,000	\$0	\$9,000	\$20,000
Travel	\$2,200	\$800	\$0	\$0	\$3,000
Contractual	\$0	\$6,000	\$403,600	\$41,000	\$450,600
Other	\$400	\$1,000	\$0	\$0	\$1,400
Total Direct Costs	\$8,600	\$12,800	\$403,600	\$50,000	\$475,000
Indirect Administrative	\$0	\$1,200	\$21,300	\$2,500	\$25,000
Total Budget	\$8,600	\$14,000	\$424,900	\$52,500	\$500,000

Programmatic Activities

In accordance with the Work Plan, there are no contractual costs for programmatic activities.

Community Involvement and Site Inventory

Costs for community involvement and site inventory activities are not to exceed \$6,000 without written approval from the City. These costs include preparing, printing, and mailing project information and marketing documents, costs for coordinating/conducting community involvement and outreach meetings, and costs for visiting and identifying new sites. Costs for this task will be billed on a time and materials basis in accordance with Attachment 1.

Site Assessments

Costs for site assessment activities (e.g., eligibility determinations [EDs], Phase I and Phase II Environmental Site Assessments [ESAs], and Sampling and Analysis Plans [SAPs]) are not to exceed \$403,600 without written approval from the City. The costs for completing site assessments will vary depending on the complexity of the site and whether the Washington Department of Ecology is involved. Based on past experience, PIONEER's EDs typically cost \$500 to \$1,000, Phase I ESAs cost \$4,000 to \$6,000, SAPs cost \$4,000 to \$6,000, and Phase II ESAs cost \$15,000 to \$60,000. However, actual costs may vary depending on site-specific variables. Costs for complex sites may exceed these estimates. Phase I ESAs will be billed as lump sum. EDs, SAPs, and Phase II ESAs will be billed as time and materials, not-to-exceed, in accordance with Attachment 1.

A Quality Assurance Project Plan (QAPP) will also be prepared under this task and will be a lump sum cost of \$4,000.

Time spent on project meetings and on periodic reporting (e.g., ACRES database entries, quarterly reporting, and final closeout reporting) will also be included in this task. ACRES database entries will be built into the cost of the Phase I and II ESAs. PIONEER estimates quarterly reports will cost \$500 to \$1,000 and the final closeout reporting will cost \$4,000 to \$5,000.

Cleanup and Reuse Planning

Costs for cleanup and reuse planning activities are not to exceed \$41,000 without written approval from the City. These costs may include preparation of Remediation Work Plans (RWPs), assessment of brownfields cleanup/redevelopment alternatives (ABCAs), evaluation of institutional and engineering controls, and/or meeting with local, county, and/or state units of government officials to discuss the proposed cleanup and to assist with planning for the successful redevelopment of brownfield sites. Costs for this task will be billed as time and materials, not-to-exceed, in accordance with Attachment 1.

Task Authorization Requests

PIONEER will submit task authorization requests with project costs for each ED, Phase I ESA, QAPP, SAP, Phase II ESA, and Cleanup/Reuse Plan to the City. PIONEER will not begin work until the City approves the task authorization requests. Invoices will be submitted to the City on a monthly basis. Payment terms are net 30 days.

Enclosures

Attachment 1

PIONEER's Price List for City of Olympia (2023 - 2024)

Exhibit B

**PIONEER Technologies Corporation's
Price List for the City of Olympia
(2023 – 2024)**

PIONEER TECHNOLOGIES CORPORATION LABOR CATEGORY	2023 - 2024 Price List for City of Olympia (Hourly Rate)
Principal Scientist Principal Engineer Principal Developer	\$204.28
Senior Scientist Senior Developer Senior Project Manager Senior Engineer	\$160.51
Project Scientist Project Developer Project Engineer	\$116.73
Staff Scientist Staff Developer Staff Engineer	\$104.56
Field Tech/CAD/GIS/Data Analyst 3	\$92.41
Field Tech/CAD/GIS/Data Analyst 2	\$82.68
Field Tech/CAD/GIS/Data Analyst 1	\$72.96
Administrative Assistant	\$87.55

OTHER EXPENSES	Rate
Vehicle Miles	IRS Current Mileage Rate
Other Direct Costs/Subcontractor/Equipment Rental	Cost Plus 8%

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. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

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.

Chris Waldron
(Signature)

03/10/2023
(Date)

Chris Waldron
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 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.

Consultant Name

Chris Waldron
Signature

Chris Waldron

Name (please print)

03/10/2023

Date

President

Title