

## MUNICIPAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this day by and between the City of Olympia, a municipal corporation, hereinafter referred to as "City" and **RECOVERY INNOVATIONS, INC dba RI INTERNATIONAL**, hereinafter referred to as "Agency."

WHEREAS, City desires to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

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

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

1. **Services.**

The Agency shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified and designated as Agency responsibilities throughout this Contract and as detailed in **Exhibit A** attached hereto and made a part hereof.

2. **Reporting Requirements.**

The Agency shall be required to submit with all payment invoices a report which outlines the service or project(s) completed and information or documentation of the impact the service.

The Agency shall submit periodic reports (activity, service, financial, etc.) upon request by City.

3. **Duration of Contract.**

The term of this Contract and the performance of the Agency shall commence as of the date of the last authorizing signature affixed hereto and shall terminate on **December 31, 2020**.

4. **Compensation and Method of Payment.**

A. Payments for services shall be made on a reimbursement basis unless otherwise permitted by law and approved in writing by the City. **Final invoices, along with any required reports, must be submitted to the City within 30 days from the date the contract terminates to avoid loss of funding.**

B. No payment shall be made for any services rendered by the Agency except for services identified and set forth in this Contract.

C. The City shall reimburse the Agency for the services performed under this Contract in an amount not to exceed **\$517,056.72 in 2020 for annual budget costs as detailed in**

**Exhibit B**, payable within thirty (30) days of receipt of a properly completed invoice as set forth in this section and receipt of any periodic reports identified in Exhibit A of this Contract.

Unless the work description detailed in Exhibit A provides that the work shall be completed prior to the end of the contract term, or that a significant portion is to be accomplished at a specified time or times during the year, the agency shall space the invoices evenly throughout the year.

- D. The Agency shall submit to the City an itemized invoice executed in accordance with **Exhibit C** attached hereto and made a part hereof, on or before the 10<sup>th</sup> day of the month following the close of each pay period identified in Subsection 4(C) of this Contract. The invoice shall document that each service detailed in Exhibit A was performed.
- E. The Agency shall attach to the invoice copies of invoices/statements and cancelled checks for goods or services purchased by the Agency and for which reimbursement under terms of this contract is being requested.

If the invoice includes costs for staff time to provide the services, an itemization of staff hours shall be listed, with the requested reimbursement being equal to the number of itemized hours multiplied by the hour rate for staff services.

The Agency shall provide other documentation as requested by the City.

5. **Internal Control.**

The Agency shall establish and maintain a system of internal control to ensure the efficient and proper processing and use of Contract funds.

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

- A. The Agency agrees to maintain books, records, and practices which accurately reflect all direct and indirect costs related to the performance of this Contract.

The City may require that the Agency conduct an audit of the records relating to this Contract at the Agency's own expense.

- B. The Agency shall retain all books, records, documents, and other data relevant to this Contract for three (3) years after its expiration. The Agency agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during the three (3) year period.
- C. **Protected Health Information** or "PHI" means individually identifiable health information created, received, maintained or transmitted by the City on behalf of a health care component of the Agency that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR § 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to

identify the Individual. 45 CFR § 160.103. PHI is information transmitted or held in any form or medium and includes Electronic Protected Health Information. 45 CFR § 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g (a)(4)(B)(iv) or employment records held by the Agency in its role as employer.

D. To the extent this section of the Agreement conflicts with section 23, Public Records, section 23 shall control.

7. **Special Safeguards.**

The Agency, at all times, shall take reasonable measures to anticipate any special problems which might arise in relation to the Agency's activities which involve a degree of risk to any client, including but not limited to, special recreation programs. The Agency will assure reasonable safeguards with respect to equipment, procedures, and specially trained staff.

8. **Assignment/Subcontracting.**

A. The Agency shall not assign any portion of this Contract.

B. The City reserves the right to inspect any subcontract document.

9. **Future Support.**

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

10. **Compliance with Laws.**

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

11. **Changes and Modifications.**

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

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

The Agency agrees that it shall not unlawfully discriminate against any employee, applicant, or client service provision based on any legally protected class status including, but not limited to: race, color, creed, religion, national origin, age, sex, marital status, veteran status, gender identity, sexual orientation, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

13. **Compliance with Nondiscrimination Requirement.**

In the event of Agency's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole

or in part, and the Agency may be declared ineligible for further contracts with the City. The Agency, shall, however, be given a reasonable time in which to correct this noncompliance.

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

**14. Relationship of the Parties.**

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

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

**15. Political Activity Prohibited.**

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

**16. Indemnification/Insurance.**

A. Indemnification / Hold Harmless. Agency 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 Agency 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 the Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. Insurance Term. The Agency shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Agency, its agents, representatives, or employees.
- C. No Limitation. Agency's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Agency to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- D. Minimum Scope of Insurance. Agency 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 contractor, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Agency's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability insurance appropriate to the Agency's profession, including but not limited to medical malpractice insurance and Errors and Omissions coverage for social workers, counselors and mental health professionals.
- E. Minimum Amounts of Insurance. Agency shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$3,000,000 general aggregate.
  3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$3,000,000 policy aggregate limit.
- F. Other Insurance Provisions. The Agency's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-

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

- G. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- H. **Verification of Coverage.** Agency shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agency before commencement of the work.
- I. **Notice of Cancellation.** The Agency 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 Agency 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 Agency to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Agency from the City.
- K. **City's Full Access to Agency Limits.** If the Agency maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Agency, irrespective of whether such limits maintained by the Agency are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Agency.

**17. Failure to Comply with Contract Requirements: Suspension, Termination and Close Out.**

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

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

A. **Termination for Cause.** If the Agency fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the City deems continuation of this Contract to be substantially detrimental to the interest of the City;

2. The Agency has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
3. The Agency has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract;

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

B. Termination for Other Grounds. This Contract may also be terminated in whole or in part:

1. By the mutual agreement of the parties in which case the termination shall be in writing, signed by both parties, and shall include the conditions for termination, the effective date, and in the case of termination in part, that portion of the Contract to be terminated. After the effective date, no charges incurred under any terminated portions are allowable.
2. If the funds allocated by the City under this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services, the City may summarily terminate this Contract as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective on the date specified in the written notice of termination sent by the City to the Agency. After the effective date, no charges incurred under this Contract are allowable.

**18. Jurisdiction.**

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

**19. Severability.**

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

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**20. Entire Contract.**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

**21. Waiver of Contract Terms.**

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

**22. Contract Representatives.**

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

A. For Agency:

Name of Representative:	Thomas Castellanos
Title:	Chief Financial Officer
Mailing Address:	2701 N 16 <sup>th</sup> Street Suite 316
City, State, and Zip Code:	Phoenix, AZ 85006
Telephone Number:	602-636-4554
Fax Number:	602-636-5216
Email Address:	Thomas.castellanos@riinternational.com

B. For CITY:

Name of Representative:	Chandra Brady
Title:	Support Administrator
Mailing Address:	<u>PO Box 1967</u>
City, State, and Zip Code:	<u>Olympia, Washington 98507-1967</u>
Telephone Number:	360-753-8214
Fax Number:	360-570-3705
Email Address:	cbrady@ci.olympia.wa.us

**23. Public Records**

Records prepared, owned, used, or retained by the City that meet the definition of a "public record" in Chapter 42.56 RCW, even if records are in the possession of the Agency, are subject to disclosure under Washington's Public Records Act. Whether or not the records meet the definition of a public record or are subject to an exemption (such as HIPAA or RCW 70.02) is the City's determination. If the Agency disagrees with the City's determination or believes the records to be subject to an exemption, the City agrees to provide the Agency with ten (10) calendar days to obtain and serve on the City a court order specifically preventing release of such records.



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

**24. 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.

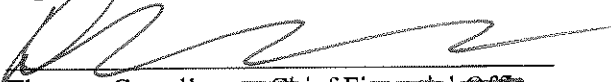
**25. Ratification**

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.

**RECOVERY INNOVATIONS, INC.  
dba RI INTERNATIONAL**

**CITY OF OLYMPIA**

Signature



Thomas Castellanos, Chief Financial Officer  
David Covington, CEO  
01-07-2020


Date

Signature

Steven J. Burney, Interim City Manager

Date

**Approved as to Form:**

  
Deputy City Attorney

## EXHIBIT A

### **Scope of Work: Emergency Mental Health and Substance Use Treatment Services**

Recovery Innovations International (RI International) will provide the City of Olympia Police Department ("City") the following services in support of the Crisis Response Team funded by the Public Safety Levy.

### **RI International Executive Summary**

- Contractor has employees who have training and experience in counseling, treating and transporting intoxicated persons under the influence or controlled substances and mentally ill persons.
- Contractor has licenses required by the State of Washington for the provision of services under this contract.
- Operate within the City of Olympia and may only leave the jurisdiction to transport clients to services.
- Focus patrols in the Olympia downtown core area.
- Counsel intoxicated individuals and escort them to appropriate social services.
- Counsel or transport mentally ill subjects to appropriate treatment facilities in Thurston County and neighboring jurisdictions.
- Transport mentally ill or disoriented persons to shelter or treatment center, or provide transportation to and from other social service agencies within the City of Olympia.
- Transport for necessary non-emergency medical care within the City of Olympia.
- Respond to calls for service from dispatch or OPD personnel or other stakeholders.

### **Area of Patrol and Transportation Services**

Contractor shall provide patrol, crisis intervention and transportation services within the geographic corporate boundaries of the City of Olympia. Contracted service provider vehicle shall maintain an emphasis in patrolling, servicing and preventative services in the core downtown area.

### **Time of Patrol and Transportation Services**

Contractor shall provide these services continuously in accordance with the scheduled hours of 7:00AM - 9:00PM, seven (7) days per week.

After written notification by the OPD Outreach Services Coordinator of the initial periods during which these written services shall be provided, Contractor shall be given at least five (5) days written notice of any changes to initial schedule. The on-duty TCOMM communications dispatcher should be informed when breaks are taken. Breaks shall be taken at a time when no calls are on hold for, or have been dispatched to Contractor. Contractor shall be subject to recall from any break in the event the dispatcher notifies Contractor to respond to call.

Contractor will provide modified passenger van and two portable radios for use during the duration of this contract.

### **Types of Services to be Provided**

Contractor shall observe, and question any person, while in a public space, that meets any of the criteria referenced below.

- Persons Intoxicated/Under the Influence of Controlled Substances

- If the person is unconscious, Contractor shall request an ambulance from TCOMM dispatcher, and stand by to assist the responding emergency medical personnel as necessary.
- Under the following conditions if the person is willing, Contractor shall transport him/her to the appropriate licensed or certified treatment facility; 1) The person is conscious but appears incapacitated; 2) The person's health appears to be in immediate danger; or 3) Contractor has reasonable cause to believe that the person is dangerous to themselves.

If the person is unwilling to be transported to a treatment center, but appears to be in any of the above states/conditions, or Contractor has reasonable cause to believe the person is dangerous to others, Contractor shall immediately notify TCOMM dispatcher to have Police Officers respond, and stand by to assist officers as necessary. The Contractor may also contact a Designated Crisis Responder (DCR) if situation is appropriate.

Contractor has reasonable cause to believe the person is intoxicated or under the influence of a controlled substance while in a public place, Contractor may counsel the person on treatment and detoxification options, and if the person is willing, may transport them to the appropriate facility for further assistance.

**Person Needing Immediate Care, Custody, or Treatment for Mental Illness**

If a person appears to be in need of immediate care, custody or treatment for mental illness, but not dangerous to themselves or others, Contractor may counsel the person on treatment options and, if the person is willing, transport them to the appropriate facility.

If Contractor has probable cause to believe that the person is dangerous to themselves or others, Contractor shall immediately notify TCOMM dispatcher to request a Designated Crisis Responder (DCR) if situation is appropriate. The contractor should request Police Officers to respond and stand by as necessary.

**Persons in Need of Immediate Shelter**

When requested by a TCOMM dispatcher, Police supervisor or officer, Contractor shall provide transportation to mentally ill or disorientated persons in need of immediate transport to an appropriate shelter or treatment center, or provide such persons transportation to and from other social services agencies within the City of Olympia.

**Provisions of Services at Direction of the City**

All Contractor provided patrol, crisis intervention and transportation services shall be in response to the needs of the City. Contractor shall respond to all TCOMM radio dispatches and contacts from Police personnel requesting Contractor's assistance. Contractor shall immediately suspend the provisions of services under this contract when notified to do so by the OPD Program manager or by an Olympia Police Department supervisor or officer. While providing services under this contract on scene the Contractor shall be immediately compliant with lawful commands and directions received from Police personnel.

**Rules of Conduct**

While providing services in accordance with this contract, the Contractor shall observe the following rules:

Contractor shall not use force while observing, contacting, detaining or transporting persons unless such force is necessary for the protection of a person from bodily harm, and a Police Officer cannot be summoned or cannot respond quickly enough to provide protection.

Contractor shall summon a Police Officer when a dangerous situation appears to exist. Contractor shall request TCOMM dispatcher to have an ambulance respond whenever it appears the person(s) contacted needs emergency medical treatment.

All employees and agents of the Contractor used to provide these services shall follow the protocols on transportation and care of a person which are provided by Emergency Medical Services. Contractor shall not provide emergency medical transportation to injured or ill persons except at the express direction of the Olympia Fire Department emergency medical personnel.

However, Contractor may provide first aid and/or basic life support to person(s) in need before the arrival of the Olympia Fire Department emergency medical personnel and Contractor may transport person(s) to medical care providers for non-emergency medical treatment if that treatment is necessary.

Under no circumstances shall the vehicles be used by Contractor for personal use or for the transportation of intoxicated persons to their place of residence unless it is a shelter or supportive housing. The vehicles shall be parked at the Contractor clinic or City lot.

Use of drugs and/or alcohol by Contractor's employees, observer trainees, officers or agents while on duty to provide the services under this contract, and/or reporting to duty with a noticeable presence or effects of alcohol or drugs is prohibited.

City of Olympia - Police Department  
 ATTN: Gina Rogers - GRogers@ci.olympia.wa.us  
 PO Box 1967  
 Olympia WA 98507-1967

EXHIBIT B

Recovery Innovations, Inc., dba RI International  
 Olympia CRT

<u>Expenditure Information</u>	<b>Budget Jan 2020 - Dec 2020</b>
<b><u>SALARIES &amp; BENEFITS</u></b>	
Employee Salaries	320,581.24
Employee Benefits	65,735.45
<b>Total Salaries &amp; Benefits</b>	<b>386,316.69</b>
<b><u>OPERATING COSTS</u></b>	
Equipment: Computers and Communication	2,000.00
Professional Services	.
Office Supplies/Furniture	600.00
Recruiting Participants	
Training/Consultation	
Insurance	8,738.40
Rent & Utilities	6,000.00
Miscellaneous	5,800.00
Repair and Maint.	
Janitorial (Included with rent & utilities)	
First Aid Supplies	600.00
Van lease, gas, maintenance, and parking	20,920.44
Travel	3,000.00
Transitional Housing	2,400.00
Translation & Interpreter Services	
Client Supplies	6,000.00
Postage & Shipping	300.00
Telephone	2,868.00
Licenses	1,728.00
Electronic Health Record & Billing	18,636.59
Quality, Compliance & Regional Management	5,996.22
<b>Total Operating Costs</b>	<b>85,585.66</b>
<b>TOTAL EXPENSES</b>	<b>471,902.35</b>
<b><u>INDIRECT COSTS</u></b>	
Indirect Costs	45,154.37
<b>TOTAL PROJECT COSTS</b>	<b>617,066.72</b>

EXHIBIT C

**MAIL INVOICE TO**  
City of Olympia  
Attn: City Contract Administrator  
P.O. Box 1967  
Olympia WA 98507-1967

**I N V O I C E**

BILLING PERIOD: \_\_\_\_\_ INVOICE AMOUNT: \$ \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBSCRIBED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signed \_\_\_\_\_ for \_\_\_\_\_  
(Agency Name)

Title: \_\_\_\_\_

**Services Rendered:**

Invoice Requirements

Please provide an itemization of services provided. If the invoice includes staff time, list hours per project, hourly rate, and amount billed. Attach to this invoice copies of invoices/statements and cancelled checks (or other payment documentation acceptable to the City) for services purchased by the Agency for which reimbursement is being requested; copies of the work performed (e.g., advertisement, brochure, website page, flyer, etc.); and, for lodging tax contracts, documentation that the promotional effort reached an audience outside Thurston County.

**EXHIBIT D**

**STATEMENT OF COMPLIANCE WITH  
NON-DISCRIMINATION REQUIREMENT**

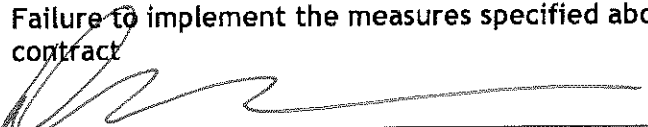
The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected class status including, but not limited to: race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

\_\_\_\_\_ affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by two or more of the following actions:

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).  
What type, and how often? \_\_\_\_\_
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.  
What type of meeting, and how often? \_\_\_\_\_
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:  
\_\_\_\_\_  
\_\_\_\_\_

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

**Failure to implement the measures specified above constitutes a breach of contract**

  
\_\_\_\_\_  
(Signature)

01-07-20  
\_\_\_\_\_  
(Date)

**Alternative Section for Sole Proprietor:** I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees hired, on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability.

\_\_\_\_\_  
(Sole Proprietor Signature)

\_\_\_\_\_  
(Date)

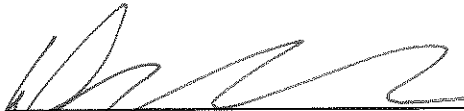
**EXHIBIT E**  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

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.

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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.

Recovery Innovations, Inc  
Contractor Name

  
Signature

David W. Covington  
Name (please print)

01-07-2020  
Date

CEO  
Title