



## REQUEST FOR QUALIFICATIONS

### Downtown Strategy

**Submitted: June 5, 2015**

The City of Olympia seeks qualifications from professional firms, individuals and consortiums to assist in leading and coordinating the formation of a Downtown Strategy to implement adopted vision and goals for downtown Olympia. This includes facilitation of a data-driven, visually-oriented public process that brings diverse stakeholders together to learn, share and evaluate trade-offs.

Contract value is expected to be \$250,000 through June 2016. The RFQ is available for viewing at the Builders Exchange of Washington's website [www.bxwa.com](http://www.bxwa.com) under City of Olympia - Goods and Services category. The RFQ includes more details on the scope of work, schedule, selection process, etc.

Questions should be submitted via email to Amy Buckler, Senior Planner, at [dts@ci.olympia.wa.us](mailto:dts@ci.olympia.wa.us). The deadline for questions is 11:59 PM Pacific Daylight Time, Tuesday, June 16. Questions received after June 16 may not be answered.

On Thursday, June 18, at 5:00 PM, the City will post to Builders Exchange of Washington's website [www.bxwa.com](http://www.bxwa.com) all questions and answers received from potential applicants. This post will be considered an addendum to the RFQ, and must be acknowledged in the letter of interest.

**Submissions Due:**  
**No later than 10:00 AM Pacific Daylight Time**  
**Monday, June 29, 2015**

No faxed, telephone or electronic proposals will be accepted.

**Mail or hand-deliver**  
**6 double-sided 8.5 x 11 copies to:**  
City of Olympia  
Attention: Nancy Lenzi  
601 4<sup>th</sup> Avenue E  
Olympia, WA 98501



## THE OPPORTUNITY

The City of Olympia, Washington seeks qualifications from professional firms, individuals and consortiums to assist in leading and coordinating the formation of a Downtown Strategy to implement adopted vision and goals for downtown Olympia. This includes facilitation of a data-driven, visually-oriented public process that brings diverse stakeholders together to learn, share and evaluate trade-offs. *See scope (Attachment A) for more information.*

## OLYMPIA AND THE DOWNTOWN AREA

Olympia is the capital of the State of Washington and the County seat of Thurston County. It sits on the scenic southern-most shore of Puget Sound. The city has a nationally recognized reputation as one of the most livable cities in the U.S. Mild winters and pleasantly warm summers make the Olympia area an ideal place for outdoor recreation. 40 public parks and numerous trails and access to the water makes it possible to "get out of town" without even leaving the city. In addition, Olympia's geographic location along Interstate 5 at the gateway to the Olympic Peninsula puts one within two hours or less of regional recreational attractions - from hiking and skiing in the mountains to beachcombing along ocean shores.

Olympia has a highly educated public employment base, along with a strong sense of community and civic engagement. Along with its award winning public school system, there are three institutions of higher learning within the area that add to the local economy and local quality of life, including: St. Martin's University, The Evergreen State College and South Puget Sound Community College. With an estimated 2014 population of about 50,000, Olympia's projected growth rate is approximately 2% per year over the next 20 years. Thurston County has an estimated population of around 266,000 and a projected 2035 population of 371,000.

## Downtown Olympia

Downtown Olympia is South Puget Sound's regional hub for economic and social activity. With eclectic shopping and dining, numerous arts and entertainment venues, and a rich history reflected in the layout and buildings throughout, downtown is a great place to live, work and play. Downtown Olympia is also home to a modern seaport, three marinas, an award-winning public boardwalk and outstanding views of Budd Inlet, the Olympic Mountains, Mt. Rainier, Capitol Lake, Heritage Park and the State capitol dome.





## BACKGROUND ON THE ISSUES

Since 1993, the City of Olympia and other public partners have invested over \$150m to construct major public spaces in downtown, including a new City Hall, farmers' market, children's museum, lakefront park, several public plazas, and significant renovations to our performing arts center, waterfront boardwalk and park. The aim has been to provide top-notch public spaces for people as well as amenities to spur private development, and particularly market-rate housing.

These investments appear to be paying dividends as there are several significant private sector projects either under construction or recently completed that will add to the vibrancy of the downtown. These projects include several adaptive reuse projects that convert vacant office space to mixed use buildings, and one new six-story 138 unit apartment building with structured parking and 7,000 square feet of ground floor retail. Since 2013, almost 300 housing units have been added or are in process of construction or permitting. This is more units added in 2 years than in the previous 20 years combined. With a current population of nearly 2,000 residents, downtown is targeted to receive 25% of Olympia's population growth over the next 20 years, per our Comprehensive Plan. That equates to about 5,000 new downtown residents, along with growth of downtown's already strong retail, entertainment and employment opportunities.



## PROJECT DESCRIPTION AND REQUIREMENTS

The City has developed a general framework, public participation plan and scope of work to guide the formation of a Downtown Strategy (*"the scope"* – Attachment A). The City seeks a qualified project team to carry out a variety of tasks outlined in the scope.

Candidate teams should have a lead individual who is responsible for being the City's main point of contact and for coordinating all consultant efforts, including any subcontracted individuals or firms. The City will typically communicate through the lead contact; however, individual team members, including subcontractors, must be available to communicate directly with City staff as needed to work on details specific to their task. The individuals represented to the City as comprising a project team during evaluation must be the same individuals who would be involved in carrying out the work.

There is potential for this project to lead to subsequent contracts or contract amendments to carry out specific related tasks. Thus, the City will prefer candidates who are a right fit to establish a potentially longer-term relationship. However, the City does not guarantee that future work beyond the scope described in this request will be awarded to the successful candidate.



### The successful candidate will have ...

- Specific experience and expertise to carry out the Scope (*Attachment A*)
- Substantial experience assisting other cities and downtowns similar to Olympia
- A high degree of expertise integrating urban design principles and qualities into plans & regulations
- Substantial experience with public engagement processes, and proven ability to:
  - Facilitate constructive dialogue among a diverse array of stakeholders
  - Effectively communicate actionable advice about downtown redevelopment options to public and decision makers
- Strong understanding of downtown (re)development principles
- Ability to use analytical graphics and visual analytic tools to illustrate key points and quickly generate understanding of complex concepts and frameworks
- Excellent communication skills to build rapport and trust with public, officials and staff
- Understanding of political realities

Successful candidates must also agree to the City's contract for consulting services. General terms are outlined in *Attachment C*.

### **DIRECTIONS FOR SUBMITTAL**

Submissions must be mailed or hand-delivered, and received no later than 10:00 AM Pacific Daylight Time, Monday, June 29, 2015. Include **6 double-sided 8.5 x 11 copies** of the submittal packet, and address Attention: Nancy Lenzi, City of Olympia, 601 4<sup>th</sup> Avenue E., Olympia, WA 98501.

**DEADLINE: 10:00 AM Pacific Daylight Time, Monday, June 29, 2015**

### Submittals must include the following elements:

1. **Letter of Interest (2 page maximum):** Signed by a principal of the lead firm, with a statement of availability to complete the work and acknowledgement of the addendum (Frequently Asked Questions) that will be posted at Builders Exchange of Washington at 5:00 PM on June 18. The letter must indicate that the City's general contract for consulting services (*Attachment C*) is acceptable, and state or attach a list of all proposed rates and charges.\*
2. **Representative Project Experience (6 pages maximum):** Provide up to 3 examples of relevant project experience. Including graphic examples is encouraged.
3. **Project Team (2 pages maximum + additional pages for individual resumes):** Qualifications, experience and resumes of the personnel who will actually be assigned to the project. Specify individuals' potential roles and responsibilities for this project and how your team will be organized. For requisite skills not contained within your own firm, identify firms or individuals you will be working with, including their specific roles, resumes and description of any prior working relationship. Description of prior work experience should be specific to the individual's actual tasks performed on other projects.



4. **General Approach (4 pages maximum):** Describe your project team's general approach to delivering the necessary services identified in the scope, including a general approach to public involvement and establishment of view protection standards.\*
5. **References (2 page maximum):** Include 3 references from previous public sector clients with similar projects that speak to the lead firm's track record of success. In addition, include up to 3 references for each subcontractor.

\*A specific contract including a detailed scope of work, rates and charges will be negotiated with the successful candidate.

### Content of Submittals

- Submittals are not to exceed (17) 8 ½ x 11 pages, including cover and letter of interest (except additional pages for resumes may also be included). Submittals that exceed the maximum number of pages will be rejected.
- 12 pt. font, double-spaced
- Pages must be numbered and labeled for easy reference

### Point of Contact:

Questions should be submitted via email to Amy Buckler, Senior Planner, at [dts@ci.olympia.wa.us](mailto:dts@ci.olympia.wa.us). The deadline for questions is 11:59 PM Pacific Daylight Time, Tuesday, June 16.

On Thursday, June 18, at 5:00 PM, the City will post to Builders Exchange of Washington all questions and answers received from potential applicants. This post will be considered an addendum to the RFQ, and must be acknowledged in the letter of interest.

### SELECTION PROCESS

#### Evaluation Criteria

Proposals must meet all the application submittal requirements to be considered. Complete proposals will be evaluated based on the following:

- **(20%) Proven track record** of success with public engagement and application of urban design principles
- **(20%) Relevant project experience** with other cities and downtowns similar to Olympia
- **(20%) Expertise of project team:** The expertise and relevant project experience of the individuals *who will work on the project*
- **(30%) Demonstrated ability** to meet all elements of the scope of work within the general timeframe and budget outlined
- **(10%) References**



## Evaluation Process and Timeline

**June 5, 2015: RFQ is released**

**10:00 AM Pacific Daylight Time, Monday, June 29, 2015: RFQ Submittal Deadline**

**Monday, June 29 - Screen Qualifications**

**Friday, July 17:** A candidate screening committee will select candidates for a second round of interviews and evaluation.

### **Notify finalists**

All applicants will be notified of the decision by Friday, July 17. Please do not contact the City of Olympia for status on the selection process.

**Week of July 27:**

**Interview Evaluations:** The project team lead, along with other key team members who will perform project tasks, must be present for interviews. Interview panels will select candidates for the final round of evaluation.

#### **1. Evaluation Committee Panel**

This panel will be comprised of representatives from various community groups and the Planning Commission.

#### **2. Stakeholder Q&A**

This panel will be comprised of representatives from various community groups and City advisory boards.

**Week of August 10 or 17: Public Opportunity to Meet the Final Candidates**

The final 2 or 3 candidates will be invited to meet with interested public at an open house. Project teams will be expected to make a 10-15 minute pitch about their approach to engaging the public in similar types of projects.

**Soon after open house: Selection & Contract Signature**

The City Manager will ultimately recommend a candidate to the City Council, which has final decision making authority.

The successful firm will be offered the opportunity to enter into a contract with the City of Olympia to provide services. Insurance requirements are illustrated in City's general contract for consultants (Attachment C).

**August 31, 2015: Target Date for Hire**



## PROJECT BUDGET & TIMING

**Budget:** \$250,000 has been appropriated for the project. City staff may request additional budget or tasks, subject to annual budget decisions.

**Project Timing:** The process to form a Downtown Strategy will kick off in fall of 2015, and take approximately 12 months. See *Attachment B* for a basic project schedule. A more detailed schedule will be prepared by the City and the successful candidate upon hire.

## DISCLAIMERS:

1. Information provided as part of this RFQ response is subject to public disclosure laws and should be considered public information.
2. The City will not be responsible for any costs incurred by respondents in preparing responses to this RFQ.
3. The City reserves the right to negotiate elements of the RFQ and contract agreement. If an agreement cannot be reached, the City reserves the right to negotiate with the next highest ranked proposer.
4. The City reserves the right to award the contract in whole or in part if it is deemed in the City's best interest.
5. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the agent listed in this RFQ.
6. All prospective consultants are advised that the EEO Compliance Review Form will be used on this project. The contract is subject to the City's equal benefits ordinance and non-discrimination requirements.
7. The City reserves the right to modify the time line.

## BACKGROUND MATERIALS AVAILABLE ON-LINE

See our [Downtown Strategy webpage](http://www.olympiawa.gov/dts) for more information. <http://www.olympiawa.gov/dts>



**ATTACHMENT A**  
**SCOPE FOR THE DOWNTOWN STRATEGY**  
(Approved by City Council on May 19, 2015)

**FRAMEWORK**

**Olympia's Comprehensive Plan describes a community vision and goals for Downtown Olympia. In sum, downtown will be:**

- Home to 25% of the city's future residential growth (5,000 people);
- The social, cultural and economic center of the region;
- An attractive and sustainable place to live, work and play;
- A mix of office, retail and residential uses;
- Full of public art, significant landscaping and public spaces;
- A pedestrian and bicycle friendly environment, and
- Protected from the effects of sea level rise.

**Purpose for a Downtown Strategy:**

A Downtown Strategy will help foster a rich diversity of downtown places and spaces that will attract and support people who live, work and play in downtown Olympia, including 5,000 new downtown residents.

The Downtown Strategy will:

- Identify priorities – steps we'll take over 5-6 years that will have the greatest strategic impact toward implementing downtown goals
- Include illustrations of desired future conditions & design elements
- Guide City budgets and work plans, and community partnerships
- Help us market downtown
- Move Olympia's vision for downtown forward

**Fundamental Concept for 2015-2020:** *Connecting and enhancing downtown places & spaces*

**To Connect and Enhance Downtown Places & Spaces, we will:**



**Reduce development uncertainties:** Clarify the type and character of development desired, and create a predictable path to get there.



**Encourage private investment:** Make use of available tools to stimulate private development of housing, business and job opportunities, and rehabilitate the built environment where needed.



**Enhance public spaces:** Enrich the downtown experience with safe and beautiful streets, sidewalks and alleys; public art; greenery; lighting; pedestrian and bike friendly amenities.



**Preserve unique qualities:** Protect and strengthen downtown's natural and historic environment.





## To Form a Downtown Strategy, we will:

- **Explore downtown dynamics** to gain a better understanding of realistic opportunities to achieve our economic, housing, retail and urban design goals;
- **Prioritize street and sidewalk improvements** relative to the economic, housing, retail and design strategies that are formed;
- **Complete immediate tasks listed below & consider other initiatives** that spring from the public process. Initiatives could include such things as: code amendments, capital investments, programmatic changes or tasks, partnerships, etc.

(See the Scope of Work for more details)

## Immediate Tasks

Three significant work items will be completed immediately while the strategy is being formed. It is important to complete these 3 tasks during strategy development because these will provide a foundation upon which to move forward by helping us understand priorities and realistic opportunities, and reduce development uncertainties to move our goals forward. These also present opportunities to engage the public in interactive, visual ways:

1. **Establish view protection standards:** Use visualization tools to engage public in identification and evaluation of which landmark views to protect from which vistas in downtown.
2. **Review, illustrate & refine design standards:** Review existing design standards; recommend refinements to better align with goals; better illustrate desired end state.
3. **Consider increasing State Environmental Policy Act (SEPA) thresholds and exemptions:** To reduce uncertain costs and permit review times, address environmental issues upfront in the development code so that certain areas or projects may be exempt from SEPA.

## Amending/Updating the Downtown Strategy

- After adoption of a Downtown Strategy, the City Council can annually review and, if needed, amend initiatives, as part of the decision-making process for:
  - The Action Plan
  - The Capital Facilities Plan
  - Annual department, advisory board or Downtown Project work plans
- As the 5 year period comes to a close, the Strategy can be evaluated and more thoroughly updated:
  - Evaluating whether objectives were met
  - Updating existing and forecasted conditions
  - Establishing a new fundamental concept and initiatives for the next 5 years



## PUBLIC PARTICIPATION PLAN

### Goals for the Public Process

- Follow the public participation goals & policies in the Comprehensive Plan, including:
  - Provide a transparent process that enables open, meaningful and respectful dialogue among a broad array of stakeholders and opinions
  - Provide information and outreach materials through a variety of means
  - Use creative methods to engage under-represented groups and people
- Educate and enable dialogue that builds broader community understanding of current conditions and market opportunities in downtown
- Clearly articulate what is being asked of the public, how their input will be used, and report back about what was heard
- Use visually-oriented, data-driven information
- Build and maintain the momentum of public engagement
- Draw on previous planning efforts – complement them, do not recreate them
- Focus efforts on what is realistic, vital and impactful
- Manage expectations, address false assumptions and provide consistent messages



### Communication and Outreach

#### Points of Contact:

- Amy Buckler, Project Lead - Day- to-Day contact
- Leonard Bauer, Deputy CP&D Director
- Lead for consultant team (*to be determined*)

#### Additional Info Provided in Attached:

- Communication Tools & Level of Public Participation
- Schedule for the Process (*Details to be determined*)
- Relationships with Other Plans



## Target Audiences

Downtown Olympia is an important destination for a broad spectrum of local and regional community members, as evidenced through multiple City engagement efforts. The following are considered target audiences for Downtown Strategy outreach:

- Olympia residents and outside visitors
- Local organizations, boards and committees
- Property Owners
- Business Owners
- Downtown Residents and Employees
- Developers and Investment Community
- Individual Stakeholders and Interest Groups
- Thurston County and the seven jurisdictions within, in particular the urban Cities of Lacey and Tumwater; Thurston Regional Planning Council
- Utilities and Service Providers (*Intercity Transit, Puget Sound Energy, etc.*)
- City Council, Advisory Boards and department staff

Hereafter, when this plan mentions “public” or “stakeholders,” this implies all of the above.

## Public Engagement Activities

### **April 29, 2015 Open House about draft scope**

Informed target audiences about the scope of the upcoming effort, and received input about how people want to be involved.

### **Summer 2015 Outreach**

Using multiple methods, such as e-newsletters, window displays, festival booths, and group presentations, staff will continue to reach out and inform target audiences about the upcoming Downtown Strategy.

### **Public ‘Workshops’ Fall 2015-Spring 2016**

*Following is a conceptual framework – details to be negotiated with consultants*

- Broad, open participation process that engages public/stakeholders in the evaluation of information and alternatives
- A series of public workshops hosted by the City - the first to be held in Fall of 2015
- Some workshop topics may entail more than one day/evening
- Workshops build on each other and inform development of the Downtown Strategy



## Roles and Tasks

The following outlines roles and associated tasks for various stakeholders that will be involved in forming the Downtown Strategy. Examples of possible tasks for a 'Stakeholder Group' are identified, and will be fleshed out with input from stakeholder representatives and consultants.

### City Council

**Role:** Decision maker

**Tasks:**

- Define the scope of the strategy
- Members attend public workshops/meetings to listen and observe
- Receive input from all interested individuals and groups
- Provide final direction on the contents of the Strategy
- Adopt the Downtown Strategy

### Council Appointed Advisors:

#### **Olympia Planning Commission**

**Role:** Ensure Strategy's consistency with the Comprehensive Plan

*Tasks for the Planning Commission will be confirmed with input from the Commission and consultant team.*

**Possible Tasks:**

- 1-2 members sit on consultant selection team
- Members attend public workshops/meetings to listen and observe
- 1-2 members participate in 'Stakeholder Group'
- Review final draft strategy and provide recommendation to City Council regarding the Strategy's consistency with the Comprehensive Plan
- Hold a public hearing and make a recommendation to the City Council regarding any proposed development code changes resulting from the Strategy
- Receive regular updates from staff

**Other City Advisory Boards & Commissions:** Olympia Heritage Commission, Design Review Board, Bicycle & Pedestrian Advisory Committee, Arts Commission, Utility Advisory Committee, Parks & Recreation Committee

**Role:** Advise Council and staff on potential initiatives to include in the Strategy

**Tasks:**

- Receive an informational briefing from staff
- In line with scope, make recommendations for initiatives pertaining to expert purpose and role for consideration by staff and City Council
- Members may participate, listen and/or observe public workshops/meetings

**Staff/Consultant Team**

**Role:** Ensure the public process is carried out in accordance with the scope; research, analysis, writing, formation of strategy drafts

**Staff Tasks:**

- Manage RFQ process and City's interaction with consultants
- Creation and maintenance of public engagement materials (with help from consultants)
- Provide information and presentations to community groups
- Communicate with the Port of Olympia and State Capitol Campus and seek to make connections between the Downtown Strategy and Port of Olympia Real Estate Development and State Capitol Master Plans
- Research, analysis and writing for the strategy (with help from consultants)

**Consultant Tasks:** *This is not the RFQ or contract, which will flow directly from the overall scope, yet be more specific and drafted separately*

- Prepare data, analysis, illustrations and visual/oral presentations, including:
  - Sample text and graphics that can be incorporated into materials;
  - Visualization tools for engaging public in evaluating alternatives for downtown view protection and skyline;
  - Analyze and make any recommendations for changes to downtown design and streetscape standards, and prepare illustrations that express the desired end state;
  - Other specific tasks as outlined in the RFQ
- Support staff in preparation of workshop materials and engagement of the Stakeholder Work Group

**Stakeholder Work Group:**

**Role:** Provide advice about 'realities' to staff & consultants during the public process and drafting of strategy

**Possible Tasks:** *Following are examples of possible tasks for a Stakeholder Group – tasks and level of commitment (including a set meeting schedule) will be fleshed out with input from stakeholder representatives and consultants.*

- Provide input to the staff and consultant team to bolster information and analysis
- Endorse the strategy and engage other community members
- No formal decision-making role
- This group convenes in a meeting open to the public
- *Update: To make the best use of this group's time, some stakeholder reps have suggested it may be better to convene the stakeholder group at a point in the process when this group can comment on specific strategies and actions to achieve clear desired comes. Staff will continue to confer with stakeholder reps.*

**Make-up of Stakeholder Work Group:**

- Made up of key downtown stakeholders with a high degree of respect and knowledge of downtown issues
- A maximum of 12-15 people. This group will be more effective if kept to a manageable number of people. Other cities, including Lacey and Tumwater, recommend a maximum of 15 people.
- *Update: Input received so far includes:*
  - *Group should include people who spend a lot of time downtown*
  - *Group should include employees*
  - *Group should include one person who doesn't like coming downtown due to perceived safety and parking issues*
  - *Do not limit this group to only the usual community leaders who always participate*
  - *Consider selecting individuals to serve on this group after the public process kicks off, based on those who show up and participate well with others*
- Possible representation from:
  1. Olympia Planning Commission
  2. Parking Business & Improvement Area (PBIA)
  3. Olympia Downtown Association (ODA)
  4. Downtown Neighborhood Association (DNA)
  5. Citizen selected by the Coalition of Neighborhoods
  6. Sustainable South Sound (suggested environmental group)
  7. Visitors & Convention Bureau
  8. Someone with knowledge of the homeless, shelter, low income housing system (suggestion: the Thurston County Homeless Coordinator)
  9. Key property owner
  10. A Developer
  11. A Financer
  12. A Real Estate Agent
  13. An Architect
  14. A Downtown Employee
  15. A Citizen at Large
- Selection of individuals:
  - Individuals representing established groups (i.e., #'s 1-7) will be asked to appoint their representative to the stakeholder group
  - Other individuals (i.e., #'s 8-15) will be selected by staff based on their expertise, downtown/community perspective and ability to work well with others



## **Public/Target Audiences**

**Role:** Everyone is invited to participate and share perspective, ideas and preferences throughout the process

### **Tasks - If interested:**

- Attend and comment at April Open House
- Put name on Downtown Strategy contact list to receive public notices and information
- Participate in public workshops and online
- Provide public hearing testimony to Planning Commission on any Code changes
- Host a staff presentation on the Downtown Strategy for your community group



## SCOPE OF WORK (STAFF AND CONSULTANTS)

Staff and consultants will work together on all elements leading to formation of a Downtown Strategy, including: public engagement; evaluation and integration of the strategies and tasks outlined below; and development of an implementation schedule that lists priority actions/ initiatives for next 5-6 years, when these will be carried out and the responsible party. Boxes which indicate the consultant as lead indicate where the City needs this particular expertise from the consultant; where both boxes are checked, the City and consultants will combine expertise.

Task	Lead:	Lead:	
		Consultant	City Staff
<b>Include Urban Design Elements:</b> Apply a holistic, urban design focus to the formation of the strategy, considering how places and spaces between buildings and structures function for people as well as attract investment.		✓	
<b>Create clear visual elements</b> for the strategy that identify a desired end state, and link geography to actions, including possible identification of districts		✓	
<b>Generate Economic Strategies:</b> Identify downtown's relationship to the regional economy, the types of business/employment that might be attracted to downtown, and the fundamental needs of these market segments. Include strategies to increase business investment and activity; provide for greater diversity of employment sectors and high-wage jobs, and flexible, affordable space for entrepreneurs.		✓	✓
<b>Generate Housing Strategies:</b> Much previous work regarding downtown housing has been done. Update and analyze this information to apply to current markets and conditions. Within the context of a city-wide goal to provide diverse and affordable housing types, what types of market rate or other housing types are appropriate for downtown? What are the associated needs and what can the city do to encourage a balanced stock of appropriate housing types in downtown?		✓	✓
<b>Generate Retail Strategies:</b> Gain a better understanding of the amount and types of stores, services, dining and entertainment that downtown is likely to attract, especially with a plan for 5,000 new residents. Where should this retail be concentrated; how can retail development contribute to a high-quality pedestrian environment; how can shopper-friendly parking be provided; and how could this be marketed in order to create a more active destination/experience?		✓	





<p><b>Prioritize Street and Sidewalk Improvements:</b> Review existing conditions and information and identify actions and investments to improve streets, sidewalks, public art, landscaping/amenities, public spaces, public parking lots. Include as part of the discussion next steps for Greening Capitol Way, pavement management, bicycle corridors and continued support of PBIA and ODA Main Street efforts (clean, safe, placemaking, etc.)</p>		✓	
<p><b>Establish View Protection Standards:</b> As directed by Comprehensive Plan GL8 and policies: use visualization tools and engage the public to establish which views are protected from which observation points (related to downtown). Outcome would be a development code amendment.</p>	✓		
<p><b>Review, suggest refinements and illustrate design standards:</b> Review existing design standards and processes that apply to buildings, sites and right-of-way, and identify revisions for better alignment with vision and goals. Create illustrations that provide clarity about the desired character of the built environment downtown - applies to new construction, existing and historic structures in downtown. Outcome would be illustrations and possibly amendments to design standards in Title 18 and/or Engineering Design &amp; Development Standards (EDDS).</p>	✓		
<p><b>Consider increasing SEPA exemption levels for minor construction projects and/or establishing a SEPA urban infill exemption:</b> Identify any gaps in our environmental regulations where we have had to use SEPA in the past to address an environmental issue in downtown. Consider increasing exemption levels for minor construction projects in downtown (WAC 197-11-800(1)(c). Consider establishing an urban infill exemption for residential, mixed use or stand-alone commercial up to 65,000 sq. ft. (excluding retail) (RCW 43.21C.229). Outcome would be code changes to establish regulations for currently unaddressed environmental issues, concurrent with code change to establish increased exemption levels for and/or an urban infill exemption.</p>		✓	
<p><b>Public Engagement:</b> Facilitate a broad, open participation process that engages public/stakeholders in the evaluation of information and alternatives. This series of public ‘workshops’ should build off each other leading to formation of the Downtown Strategy. ‘Workshops’ should educate about downtown dynamics, initiate ideas for future action, and include discussion of trade-offs and priorities. The first workshop is to be held in Fall of 2015, and some may entail more than one day/evening.</p>	✓	✓	
	<p>Create graphic and text elements for presentation at workshops and online</p>	✓	✓



	Support Stakeholder Work Group meetings	✓	✓
	Support advisory boards in the process of making recommendations about potential actions or initiatives to be included in the strategy		✓
	Provide support to the Planning Commission and City Council during their final review.	✓	✓
	Finalize and print communication materials; prepare online communications		✓
	Meeting Logistics: scheduling event rooms, public notice and advertising, recruiting volunteers, etc.		✓
	<b>Coordinate with the City's CRA Process:</b> Ensure the Downtown Strategy incorporates and/or is complimentary to the on-going process to establish a Community Renewal Area (CRA) and its associated project.	✓	✓
	<b>Consult with the Port of Olympia</b> as they develop a Real Estate Development Plan, share data and seek connections to the Downtown Strategy.		✓
	<b>Participate in the State of Washington's Capitol Campus Master Plan update stakeholder workshops</b> to communicate our downtown vision and goals.		✓



# Downtown Strategy Process



The public workshop series will be an open participation process that engages public and stakeholders in the evaluation of information and alternatives. More information about the format and scheduling coming Fall of 2015.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CONSULTING 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 \_\_\_\_\_, a *(insert state of incorporation; e.g. Washington, California, Georgia, etc.)* corporation ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of assisting the City's Department of Community Planning & Development in leading and coordinating the formation of a Downtown Strategy; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Contractor shall provide the services specifically described in Exhibit "A," *(to be negotiated)* 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 *(to be negotiated)* ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Termination.

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

4. Compensation. *(to be negotiated)*

*(Alternative Provision:)*

A. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed STAFF: Write amount, i.e. Twenty-Five Thousand, Four Hundred Fifty and No/100 Dollars (\$\_\_\_\_)(**Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B";**) (**Optional sales tax clause: and Washington State sales tax equal to \_\_\_\_\_** (\$\_\_\_\_\_)) for a total amount not to exceed add comp & sales tax for total.

*(Alternative Provision: use if there are expenses)*

B. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) calculated as follows:

(i) Contractor's Fee. An amount not to exceed the sum of \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_), (**Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B";**) (**Optional sales tax clause: and Washington State sales tax not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars** (\$\_\_\_\_\_)); and

*(Optional Section ii:)*

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Contractor in performing the Services including \_\_\_\_\_ and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_).

C. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, (**Optional phrase: which invoice shall specifically describe the Services performed, the name of Contractor'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, thirty (30) days after receipt of such voucher or invoice.

D. Contractor Responsible for Taxes. The Contractor 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. Compliance with Laws.

Contractor 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.

6. Assurances.

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

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor is an independent contractor and that the City shall be neither liable nor obligated to pay Contractor 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 Contractor 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 Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor 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 Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

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

agreements.

B. In the event of Contractor'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 Contractor may be declared ineligible for further contracts with the City. The Contractor, 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, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit B **(or Ex. C if there is already an Ex. B per Section 4.A)**. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit C **(or Ex. D if there is already an Ex. C per this section)**.

9. Confidentiality.

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

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Contractor 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 negligent acts, errors or omissions of the Contractor 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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. The Contractor 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 Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor 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. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession.

E. Minimum Amounts of Insurance. Contractor 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, \$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 Contractor'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 Contractor'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. Contractor 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 Contractor before commencement of the work.

I. Notice of Cancellation. The Contractor 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 Contractor 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 Contractor to correct the breach, immediately terminate the contract 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 Contractor from the City.

11. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Contractor 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 Contractor at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Contractor.

12. 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 Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, 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 vendor. If the Contractor 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 Contractor. 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 Contractor under the terms of this Contract 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 Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor 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 Contractor 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 Contractor, or which results from the failure on the part of the Contractor 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 Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

### 13. Books and Records.

The Contractor 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 owned, used, or retained by the City that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure under Washington's Public Records Act.

### 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 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.

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 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 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 Contractor 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 Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor 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 Contract.

3. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, 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. 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 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 Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor 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 Contractor'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 any number of counterparts, which counterparts shall collectively constitute the entire 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 Thurston County, Washington, 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, the Contractor 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 A.2. 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 Contractor is unable to certify to any of the statements in this certification, such Contractor 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.

CITY OF OLYMPIA

By: \_\_\_\_\_

*[Enter name and title of Department Director or authorized Line of Business Director]*

P.O. Box 1967

Olympia WA 98507-1967

Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

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

**I certify that I am authorized to execute this contract on behalf of the Contractor.**

\_\_\_\_\_  
*[Enter Name of Contractor's Company]*

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Person Signing)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

Date of Signature: \_\_\_\_\_

***Exhibit "B"***  
**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 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. 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)

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

***Alternative Section for Sole Proprietor:*** I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

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

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