

**MUNICIPAL SERVICES CONTRACT**  
for  
**PACIFIC MOUNTAIN WORKFORCE DEVELOPMENT COUNCIL – ECONOMIC RECOVERY 2022**  
**American Rescue Plan Act (ARPA)**

THIS CONTRACT is made and entered as of the date of the last authorizing signature below (which is the “effective date”) by and between the City of Olympia, a municipal corporation (“City”) and The Pacific Mountain Workforce Development Council, a Washington non-profit corporation (“the Agency”).

**WHEREAS**, the City of Olympia has found that the circumstances of the ongoing COVID-19 pandemic have significant public health and safety issues for the City of Olympia and its residents and citizens, which require further action to mitigate the risks and threat to public health and safety and the City’s economy caused by such pandemic;

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

**1. Services.**

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

**2. Reporting Requirements.**

The Agency shall submit with all payment invoices a report that outlines the service or project(s) completed and information or documentation of the impact of 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 commences on the effective date and ends no later than December 31, 2023.

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

**A.** The City shall make payments for services under this Contract on a reimbursement basis, unless otherwise permitted by law and approved in writing by the City. **The Agency shall submit final invoices, along with any required reports, to the City prior to December 31, 2023, to avoid loss of funding.**

**B.** No payment will 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 **Six Hundred Twenty-Five Thousand Dollars and no cents (\$625,000.00)** payable within thirty (30) days of receipt of a properly completed invoice as set forth in this section.

**D.** The Agency shall submit to the City an itemized invoice executed in accordance with **Exhibit D** attached hereto and made a part hereof. The invoice must document which services detailed in **Exhibit A** were performed.

- E. The Agency shall attach to the invoice copies of any invoices, statements, or cancelled checks for goods or services purchased by the Agency and for which reimbursement under this Contract is being requested. If the invoice includes costs for staff time to provide the services, the Agency shall include an itemization of staff hours with the requested reimbursement, which must equal to the number of itemized hours multiplied by the hour rate for staff to provide the services. The Agency shall list lump sum services for reimbursement as they are outlined in the applicable Exhibits.

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

- F. In order to seek reimbursement for certain COVID-19 related activities, the Agency shall follow any requirements of funding awarded to the City of Olympia that allows payment for the services in the scope of work, provided the City gives the Agency notice of such requirements in advance of work being performed.
- G. **The Agency shall ensure the funding provided in this Contract does not duplicate any other funding provided by the City of Olympia or any other entity for the same dates to provide the same services.**

5. **Internal Control.**

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

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

- A. The Agency shall 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 a minimum of three (3) years after its expiration. The City or its designee shall have full access and right to examine any of said materials at all reasonable times during this period.
- C. A record owned, used, or retained by the City is a "public record" pursuant to RCW 42.56.010 and is subject to disclosure upon request under Washington's Public Records Act, even if such record is in the Agency's sole possession. Should the City request that the Agency provide the City with a record that the City, in its sole discretion, deems to be a public record, so that it may be produced in response to a public records request, and should the Agency fail to provide such record to the City within ten (10) days of the City's request for such record, the Agency shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney's fees, against the City involving such withheld record.

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 **social distancing** and any other requirements prescribed by emergency declarations of local, state, and federal government.

**8. Assignment/Subcontracting.**

- A. The Agency shall not assign any portion of this Contract except with the express written permission of the City.
- B. The City reserves the right to inspect any subcontract document. Subcontracts must contain the same insurance and indemnification requirements to protect the City from liability.

**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, shall 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 must be in writing and signed by both parties and attached to this Contract.

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

The Agency 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 does 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 requirement, 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 City shall, however, give the Agency 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 B**. If the Contract is \$50,000 or more, Agency shall execute the attached Equal Benefits Declaration – **Exhibit C**.

**14. Relationship of the Parties.**

The parties intend that an independent contractor relationship is created by this Contract. The City is interested primarily in the results to be achieved; the implementation of services lie solely with the Agency. No agent, employee, volunteer, or representative of the Agency may 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 is 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 may be used for any partisan political activity, or to further the election or defeat of any candidate for public office or any ballot initiative.

**16. Hold Harmless/Indemnification.**

The 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 Contract, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Contract 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, including the duty and cost to defend, is only to the extent of the Agency's negligence.

It is further specifically and expressly understood that the indemnification provided in this section 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 survive the expiration or termination of this Contract.

**17. Insurance.**

A. Insurance Term

The Agency shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work under this Contract by the Agency, its agents, representatives, or employees.

B. No Limitation

The Agency's maintenance of insurance as required by the Contract may 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.

C. Minimum Scope of Insurance

The Agency shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, stop-gap, independent contractors, personal injury, and advertising injury. The City must 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 endorsement form 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/activities.

D. Minimum Amounts of Insurance

The 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 must be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance must be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

The Agency's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they are primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City must be excess of the Agency's insurance and may not contribute with it.

E. Acceptability of Insurers

Insurance must be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Verification of Coverage

The 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 Contract before commencement of the work.

G. Notice of Cancellation

The Agency shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Agency to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five business days' notice to the Agency 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 by the Agency to the City on demand, or at the sole discretion of the City, offset against funds due the Agency from the City.

I. City Full Availability of Agency Limits

If the Agency maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Agency, irrespective of whether such limits maintained by the Agency are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Agency.

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

Failure to comply with any of the provisions of this Contract is 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 the City;
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 may 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 must be in writing, signed by both parties, and must 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 is 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.

**19. Governing Law; Jurisdiction.**

- A. This Contract is governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any lawsuit arising out of our related to this Contract must be initiated and maintained only Thurston County, Washington state Superior Court.

**20. Severability.**

- A. If any part, term, or provision of this Contract is held by a court to be illegal, the validity of the remaining provisions is not affected, and the rights and obligations of the parties must be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in conflict with any statutory provision of the State of Washington, such conflicting provision must be deemed inoperative and null and void insofar as it may be in conflict therewith, and must be deemed modified to conform to such statutory provision.

**21. Entire Contract.**

This Contract is the complete expression of the terms related to the services to be provided and any oral representations or understandings not incorporated in this Contract are excluded.

**22. Counterparts.**

This Contract may be executed in a number of identical counterparts which, taken together, constitute collectively one Contract; but in making proof of this Contract, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Contract may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Contract are originals, but all such counterparts, when taken together, constitute one and the same Contract.

**23. Waiver of Contract Terms.**

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

**24. Contract Manager**

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

For PACIFIC MOUNTAIN WORKFORCE  
DEVELOPMENT COUNCIL:  
William Westmoreland, CEO  
1570 Irving Street SW  
Tumwater, WA 98512  
360.515.7578  
[william@pacmtn.org](mailto:william@pacmtn.org)

For CITY:  
  
Mike Reid, Economic Development Director  
PO Box 1967  
Olympia, WA 98507  
360.753.8591  
[mreid@ci.olympia.wa.us](mailto:mreid@ci.olympia.wa.us)

**25. Ratification.**

Any work performed prior to the effective date that falls within the scope of this Contract and is consistent with its terms is hereby ratified and confirmed.

**26. Debarment.** The agency certifies, by signing this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where a lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

**27. Incorporation by Reference.** In order to seek reimbursement for certain COVID-19 related activities, the recipient of funds through this Contract must follow all applicable requirements of the Grant awarded to the City of Olympia through the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce. The terms of the Interagency





**EXHIBIT “A”**  
**SCOPE OF WORK**  
**Pacific Mountain Workforce Development Council – Economic Recovery (ARPA)**  
**Journey2Jobs**

**Overview**

In March of 2019, the City of Olympia launched the One Community project, a yearlong planning effort to find community agreement around how best to respond to the homeless crisis. At the time, homelessness in Olympia was growing dramatically. Concern grew about the safety of individuals and impacts on the community and environment.

In the summer of 2018, the City Council declared a public health emergency. Several emergency actions were taken, including opening a tiny house village and safe camping site known as the Downtown mitigation site, helping fund an expansion at the local youth shelter, and incentivizing faith community partners to host temporary emergency housing. At the same time, the City Council recognized a more planned and coordinated long-term response would be necessary to have a lasting and sustainable impact.

Below are six key findings that shaped the Community Work Group’s understanding of the issue of homelessness based on what they heard and learned throughout the process and their own knowledge and experience:

- Homelessness is a national and regional issue that is felt most acutely at the local level
- The homeless population is not homogenous
- Causes of homelessness are varied
- Housing affordability is a key factor in homelessness
- For many, the root cause of homelessness can be traced to earlier adverse experiences
- Housing stability is key to recovery.

The **Journey2Jobs** (J2J) project builds upon the City’s One Community Plan response to homelessness. It is designed to inspire hope, offer real opportunities for work experience and skill gain, engender community support by demonstrating commitment by unhoused neighbors to assume responsibility for their environment, and invest in their community. To ensure engagement and “buy-in” from our unhoused community residents, early engagement of the residents will help shape program elements and facilitate ownership of the J2J initiative.

Planning and implementation of Journey2Jobs include these considerations:

- Develop self-sufficiency skills of homeless residents
- Serve approximately 40 residents experiencing homelessness with an array of services that prepare them for paid work experiences
- Pass-through a significant amount of the \$625,000 award (70%+) to fund wages, stipends and to provide services to residents
- Provide residents the opportunity to contribute to the management of their community
- Investigate the possibility of a micro-enterprise that could provide income to the participating residents and engage their creative and/or intellectual minds (see Piece by Piece project in Los Angeles - [Piece by Piece - Los Angeles](#) )
- Project coordination included in the budget

**Project Design**

This program is designed to assist residents currently housed in temporary shelters or transitional housing to gain paid work experience and a level of self-sufficiency that will move them towards stable, possibly permanent housing. This allows other unhoused residents to move into transitional sites and to continue their journey towards stable housing.

PacMtn will work with agencies that provide services to unhoused youth and adults where the unhoused residents live, the Quince Street mitigation site, Drexel House, Plum Street Village, and homeless youth shelters such as Rosie's Place. The goal is to provide residents an opportunity to engage their community while building skills and confidence and contributing to the unhoused residents' communities.

The program will embed a J2J Peer Workforce Liaison into each community to supplement existing programs and services. These Liaisons will work with residents to assess their unique interests, needs, and barriers to develop individualized plans to help them develop their own journey to self-sufficiency. The program will include support services for barrier mitigation and workshops like PacMtn's *Uplife* program, to help residents find success with their individual goals. Additionally, there will be opportunities for residents to gain self-efficacy and valuable experience through the use of Work Experience (WEx) positions, On-The-Job training (OJT), peer counselor training, and/or other cohort-type job skills training.

PacMtn will provide a full-time Service Delivery Coordinator to oversee the following activities:

- In partnership with the provider agencies, coordinate the work of the Peer Workforce Liaisons
- Use a peer cohort model to build relationships, engage residents, and gather ideas and input from the communities to design and implement services, activities, and workshops for residents
- Identify self-assessments and other tools to be used to identify residents' interests, goals, needs, and barriers
- Cultivate meaningful WEx and OJT opportunities that appropriately align to the determined need
- Identify and plan a micro-enterprise project that will provide the residents with a creative outlet and an opportunity to create, produce, and sell their wares.
- Provide a direct referral process to interested residents to enroll into other appropriate WIOA (Workforce Innovation and Opportunity Act) employment and support services.

### **Support Team**

The staff complement for the project:

- (1) FTE Service Delivery Coordinator (Program Service Coordinator)
- (.25) Senior Program Manager (Program Oversight)
- (.1) FTE Senior Associate Director (Program Oversight)
- (3) Contractor embedded *Journey to Job* Peer Workforce Liaisons (Transitional Jobs)

## Project Budget

### Budget Summary

18-Month PacMtn Staff Program Oversight	Compensation	\$43,752
	Fringe Benefits	\$23,096
	Travel	\$972
	Supplies	\$900
	Communications	\$332
Program Coordinator	Subcontract	<u>\$100,000</u>
	<b>Total Direct Costs</b>	<b>\$169,052</b>
For 40 Participants	Supportive Services	\$81,538
For 30 Participants 16/6 weeks/35 hours For 3 Participants 1 year at 20 per hour	WBL/WEx	\$116,532
	Transitional Jobs	\$172,596
	(3) Partner Admin	\$38,817
Training for 43 Participants	Training	\$17,500
PASS-THROUGH COSTS (Costs to participants/organizations with no admin or indirect Mark up)		\$426,982
PROPOSED INDIRECT (On PacMtn Compensation and Fringe)	30.00%	\$20,055
ADMIN (on all costs, e.g., operating & indirect, not including Pass Through)	10.00%	\$8,911
	<b>TOTAL</b>	<b>\$625,000</b>

**EXHIBIT "B"**  
**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

**Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.**

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

William Westmoreland  
(Signature)

02/23/2022  
(Date)

William Westmoreland  
Print Name of Person Signing

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

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

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

**EXHIBIT "C"**  
**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.

Pacific Mountain Workforce Development Council  
Agency Name

William Westmoreland  
Signature

William Westmoreland  
Name (please print)

02/23/2022  
Date

CEO  
Title

