

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
OLYMPIA FRANKLIN STREET MITIGATION SITE CAMP HOST**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Catholic Community Services of Western Washington, a Washington non-profit corporation. ("Service Provider").

A. The City seeks the temporary services of a skilled independent Service Provider capable of working without direct supervision, in the capacity of management of a secured storage facility and camp host for mitigation (transient camping) site provided by the City; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Service Provider shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted best practices for other similar services.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until termination of the Agreement, which shall begin April 1, 2020 and continue through April 1, 2021 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Service Provider.

3. Termination.

Prior to the expiration of the Term, the City may terminate this Agreement upon prior written notice to Service Provider, with or without cause.

4. Compensation.

A. Total Compensation. In consideration of the Service Provider performing the Services, the City agrees to pay the Service Provider an amount not to exceed \$547,030 as outlined in Exhibit "B."

B. 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 (See Exhibit "E"), and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice, along with any supporting receipts for reimbursable items, as outlined in Exhibit "B."

C. Service Provider Responsible for Taxes. The Service Provider shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Service Provider shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Assurances.

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

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Service Provider is an independent contractor and that the City shall be neither liable nor obligated to pay Service Provider sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Service Provider shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Service Provider, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Service Provider may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Services. Service Provider agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

A. In all Service Provider services, programs, or activities, and all Service Provider hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Service Provider or by Service Provider's employees, agents, subcontractors, or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability, including sensory, mental, or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Service Provider shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the

Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Service Provider's breach, may result in ineligibility for further City agreements.

B. In the event of Service Provider's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Service Provider may be declared ineligible for further agreements or contracts with the City. The Service Provider, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Service Provider must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit "C." If the contract amount is \$50,000 or more, the Service Provider shall execute the attached Equal Benefits Declaration – Exhibit "D."

9. Confidentiality.

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

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Service Provider shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

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

D. Minimum Scope of Insurance. Service Provider shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

4. Professional Liability insurance appropriate to the Service Provider's profession.

E. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$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 Service Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or Insurance pool coverage maintained by the City shall be excess of the Service Provider'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. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional

Insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

I. Notice of Cancellation. The Service Provider shall provide the City with written notice of any policy cancellation, within two (2) business days of Service Provider's receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Service Provider to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service Provider from the City.

K. City's Full Access to Service Provider Limits. If the Service Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Service Provider, irrespective of whether such limits maintained by the Service Provider are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Service Provider.

11. Work Product.

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

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

C. Nonexpendable personal property purchased by the Service Provider under the terms of this Agreement in which title is vested in the City shall not be rented, loaned, or otherwise passed to any person, partnership, corporation/association, or organization without the prior express written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or

approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Service Provider agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Service Provider shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Service Provider, or which results from the failure on the part of the Service Provider to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

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

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

13. Books and Records/Public Records.

The Service Provider agrees to maintain books, records, and documents which sufficiently and properly reflect all work, as well as direct and indirect costs, related to the performance of this Agreement. In addition, Service Provider shall 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. All Service Provider records related in any way to this Agreement shall be subject, at all reasonable times, to inspection, review, copying, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

Should the Service Provider fail to provide records related to this Agreement to the City within ten (10) calendar days of the City's request for such records, Service Provider agrees to indemnify, defend, and hold the City harmless for any public records judgment against the City for failure to

disclose and/or release such records, including costs and attorney's fees. This section survives expiration of the Agreement.

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 that appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Service Provider nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Service Provider desires to assign this Agreement or subcontract any of its work hereunder, the Service Provider shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs,

and assigns.

F. 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 Service Provider represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Service Provider or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Service Provider's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in 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 Service Provider certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

**CITY OF OLYMPIA**

By: \_\_\_\_\_  
Steven J. Burney, Interim City Manager  
P.O. Box 1967  
Olympia WA 98507-1967

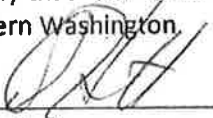
\_\_\_\_\_  
Date of Signature

APPROVED AS TO FORM:

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

I certify that I am authorized to execute this Agreement on behalf of Catholic Community Services of Western Washington.

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

  
Catholic Community Services  
Dennis Hunthausen  
Agency Director  
1323 Yakima Ave., Tacoma WA 98405-4457  
601-098-379

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

2-13-2020

# EXHIBIT A

## Services - Scope of Work

Catholic Community Services of Western Washington (Service Provider) shall provide onsite oversight as a provider at 303 Franklin Street, Olympia, WA. The City of Olympia (City) will also have responsibilities detailed in this Scope of Work.

### Onsite Provider Responsibilities Include:

1. Be the main point of contact at the Site.
2. Support activities that serve as a platform for housing and harm reduction.
3. Promote dignity and respect.
4. Document in a log: visitors, and incidents including: violations of Site Rules or participant responsibilities, emergency calls to police or fire, or facilities calls (like service to latrines or tents).
5. Work with participants to agree to the Site Rules, which shall be reviewed and approved by the City prior to being amended.
6. Monitor all structures and facilities at the Site, including but not limited to toilets, fencing, community tents, garbage containers, and water spigots. Provider will notify City of damage or maintenance needs.
7. Walk the site on a regular basis throughout the day to support participants and Site Rules.
8. Communicate and support shelter, outreach, and other providers to connect program participants with shelter, housing, harm reduction, or employment.
9. Maintain a list of shelter openings and alternative campsite openings on a visible sign for the benefit of participants.
10. Maintain regular communication with City of Olympia Staff (including Housing and Olympia Police Department).
11. Allow city staff or law enforcement or emergency response on the site at any time.
12. Identify and immediately report any concerning/problem behaviors (hoarding, garbage issues, etc.) to assigned City of Olympia staff and service providers who may be supporting individuals.
13. Report any predatory or other illegal behavior to law enforcement (drug dealing, sex trafficking, other illegal activities). Provider staff are not expected to personally engage in attempting to stop such behavior.
14. Report any health hazard, such as potential human waste, to City of Olympia staff. Provider's staff are not expected to personally engage in cleaning potentially hazardous waste.
15. Support participants in the creation of a self-governance structure through regular meetings and staff support of other governance procedures.
16. Provider shall not search any participant or any participant's belongings. If a provider determines that the provider's safety, or the safety of others, is at risk, the provider is expected to call law enforcement for assistance.

17. Facilitate scheduled community meetings related to governance, safety, or to respond to neighbor concerns.
18. Respond to neighbor concerns and report communication with neighbors/complaints to City Staff contact.
19. Update data systems weekly on participant status and furnish data to city and county regularly (may include HMIS or other reporting tools directed by the City).
  - a. Data will include (but will not be limited to):
    - i. Name
    - ii. Entry date
    - iii. Site location
    - iv. VI score
    - v. Exit date
    - vi. Type of exit
20. Ensure staff have access to trainings that could include: shelter operations, overdose prevention, harm reduction, housing search, trauma informed care.
21. Work to enroll and provide Foundational Community Supports (FCS) services to eligible participants.
22. Maintain a written process for new camp participants to move into the site when space is available. Make that process available to potential participants, service providers, law enforcement and other interested parties. The process must be acceptable to the City and the City must approve changes.

#### Site Participant Responsibilities

1. Site participants will be required to complete and sign a document acknowledging their acceptance of the Site Rules and the consequences for rules violations, including removal from the site.
2. Site participants are required to do a Coordinated Entry intake.
3. Report safety or other violations of Site Rules to the provider or law enforcement.
4. Other responsibilities may be included in the document or announced at meetings and posted on site.

#### The City of Olympia will be responsible for the following:

1. The City shall be solely responsible and liable for the maintenance, repair, and upkeep of all structures, improvements, and facilities at the site.
2. Cost of garbage and other waste disposal or recycling services.
3. Cost of latrines (including one dedicated for staff use only) and hand washing stations.
4. Cost of tents and repair or replacement of temporary structures like tents, group tent area, and tiny houses for staff or participants.
5. Staffing of appeal process related to Site Rules.

6. Maintenance and repair costs of water, fencing, security cameras and other onsite infrastructure.
7. City staff will support removal, disposal, and cleaning of significant suspected human or other hazardous waste found on site and appropriate disinfection/sanitation.
8. Support Service Provider in responding to neighbor or other complaints, including providing space for community meetings as needed.
9. Ensure law enforcement and other key city staff are available and responsive to visit with participants and site staff outside of emergency responses.
10. Installing security camera at the site entrance.
11. Installing electricity for tiny triplexes and staff offices.
12. City commits to provide occasional staff support for special site events including clean ups, celebrations or other scheduled or emergency events where additional staff support is needed.

**EXHIBIT B**  
**Olympia Mitigation Site Budget**

<b>Cost</b>	<b>Monthly Estimate</b>	<b>Annual Limit</b>
Salaries	\$ 27,550	\$ 330,600
Bennifits	\$ 8,000	\$ 96,000
Employee taxes	\$ 3,333	\$ 40,000
Startup costs for Medicaid-funded case manager(s)	\$ 1,250	\$ 15,000
Supplies	\$ 333	\$ 4,000
Telephones, Communication	\$ 58	\$ 700
Printing and Copying	\$ 17	\$ 200
Corporate Administration Fee	\$ 225	\$ 2,700
Facilities and Technical Support	\$ 292	\$ 3,500
Required Staff Training	\$ 133	\$ 1,600
Mileage (meeting attendance, client transport)	\$ 250	\$ 3,000
Administrative indirect (10% payroll, HR, other administrative)	\$ 4,144	\$ 49,730
<b>TOTALS</b>	<b>\$ 45,586</b>	<b>\$ 547,030</b>

# EXHIBIT C

## STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

\_\_\_\_\_ affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).  
What type, and how often? \_\_\_\_\_
- 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.  
What type of meeting, and how often? \_\_\_\_\_
- If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:  
\_\_\_\_\_  
\_\_\_\_\_

- If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

**Failure to implement 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.

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

2-13-2020  
\_\_\_\_\_  
(Date)

Dennis Henthansen  
\_\_\_\_\_  
Print Name of Person Signing

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

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

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

## EXHIBIT D


### EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or Service Providers on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or Service Providers provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or Service Providers must have policies in place prohibiting such discrimination, prior to contracting with the City.

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I declare that the Service Provider listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Service Provider.

Catholic Community Services of West WA.  
Service Provider Name

  
Signature

Dennis Aunthausen  
Name (please print)

2-13-2020  
Date

Agency Director  
Title



## **EXHIBIT E**

### **INVOICE REQUIREMENTS**

**Each monthly invoice must be submitted by email by the 15<sup>th</sup> of the next month and must include:**

1. A primary contact for Catholic Community Services invoice questions.
2. A spreadsheet furnished by the City of Olympia will be required to be filled out monthly that includes:
  - The billing period
  - Total invoice amount
  - A total for the invoice period
  - The remaining budget available for the contract term
3. Supplemental documentation (receipts that support staffing expenditures and other expenses)
4. Any cost not included in the contract budget, or beyond the monthly budget amount, must be approved by email in order to assure payment.
5. Invoices must be emailed to these city representatives:  
[homelessness@ci.olympia.wa.us](mailto:homelessness@ci.olympia.wa.us)

And your primary contract contact:  
Colin DeForrest  
360-709-2688  
[cdeforre@ci.olympia.wa.us](mailto:cdeforre@ci.olympia.wa.us)

#### **City Responsibilities:**

1. Payment shall be made on a monthly basis, within thirty (30) days after receipt of an invoice.
2. City Contract Contact will inform Catholic Community Services of need for additional documentation or disputed costs in writing.